

PURCHASE AGREEMENT

Concluded in accordance with section 409ff of the Act No 513/1991 of the Collection of Laws, Commercial Code, as amended (hereinafter „Commercial Code)

CONTRACTUAL PARTIES:

PURCHASER: **PALACKÝ UNIVERSITY IN OLOMOUC**

With the seat in: Křížkovského 8, 771 47 Olomouc

Rector: prof. RNDr. Miroslav Mašláň, CSc.

Person authorized to act

in technical matters: prof. RNDr. Michal Otyepka, Ph.D.

Identification no: 61989592

Tax ID No: CZ61989592

Banking connection: Komerční banka, a.s., Olomouc branch

Acc. No: 191096330227/0100

(hereinafter „Purchaser“)

SELLER: **Freeman Technology Limited**

With the seat in: 1 Miller Court, Severn Drive, Tewkesbury, Gloucestershire
GL20 8 DN

Company No. 04978827

Representative: Mr Jamie Clayton

Person authorized to act

in technical matters: Mr Jamie Clayton

Banking connection: HSBC Bank PLC

Account No: 91683454

(hereinafter „Seller“)

I Recitals

1. The contractual parties have expressly agreed that in harmony with the provision of section 262 subsection 1 of the Commercial Code, all rights and obligations stipulated by this Contract as well as rights and obligations ensuing here from will be solved in accordance with relevant general provisions of the Commercial Code concerning the business contractual relations.

2. The Contractual Parties declare that the particulars stated in the heading hereof are in accordance with reality as of the date of concluding the Contract. The Contractual Parties are obliged to inform the other Party about changes of the particulars without unduly delay. The Contractual Parties declare that persons undersigning the Contract are authorized to do so.
3. "Days" are defined as calendar days unless not stated otherwise herein.

II Subject of Execution

1. Herewith, the Seller undertakes to supply the Purchaser with 1 pc facility FT4 Powder Rheometer with all accessories and technical specifications stated in the Seller's quotation No. FTQS 130322/01 of 22nd March 2013 filed by the Seller within the contractual procedure that precedes the signature hereof (hereinafter "Goods"). This quotation is appended hereto as annex and integral part hereof.
2. The Seller is obliged to despatch the Goods through professional carrier to the place of destination laid down in the Article III, par. 2 hereof (hereinafter the "place of destination") and to put the Goods into operation and train the users of the Goods determined by the Purchaser (hereinafter also as "operators" or "operation crew") via its the employees after the delivery of the Goods at the place of destination. The Goods are to be deemed to be supplied to the Purchaser when the Goods are handed over to the Purchaser by the carrier with whom the Seller concluded a contract of carriage to fulfill his obligation to supply the goods.
3. The Seller is further obliged to supply the User/Calibration Manual for the Goods to the Purchaser (both in the paper and electronic form).
4. The ownership right to the Goods is transferred to the Purchaser at the moment of delivery of the Goods by the carrier under par. 2 of this Article at the place of destination under the Article III., par. 2 hereof. The risk of damage to the goods passes to the Purchaser when the all the duties of the Seller under par. 1-4 of this Article are fulfilled.
5. The Seller hereby grants to the Purchaser licence to use the Data Analysis software, which is essential to utilize the Goods and which will be supplied with it, for unlimited number of users at any premises of the Purchaser, for unlimited time period while the royalty is included within the purchase price set forth in the article IV hereof.
6. In addition the Seller undertakes to provide Purchaser with any software upgrades, related to the Goods, which will be conceived within the lifetime of the Goods.
7. The Purchaser is obliged to pay the purchase price set out in article IV hereof to the Seller by virtue of the invoice issued by the Seller in accordance with the terms and conditions stated in article V hereof.

III Time and Place of Delivery

1. The Seller obliges to supply the Goods to place of destination stated in section 2 of this article, and to fulfill all his obligations under Article II., par. 1 - 4 hereof, within **8 weeks** from the signature hereof by both Contractual Parties at the latest. The taking over of the Goods including the complete technical documentation

shall be confirmed by the Purchaser by signing the delivery note of the carrier under the Article II., par. 2 hereof putting into operation and the operation crew training at the place of

destination stipulated in art. III, par. 2 hereof shall be confirmed by execution of dated completion certificate signed by the authorized persons to act in technical matters of both Contractual Parties stated in the heading hereof and it shall serve as a certificate of proper fulfillment of all obligations by the Seller hereunder

2. The place of destination shall be the Department of Physical Chemistry of the Faculty of Science of Palacký University in Olomouc, Tr. 17. listopadu 12, 771 46 Olomouc, the Czech Republic.

IV Purchase Price

1. The Purchaser is obliged to pay a purchase price to the Seller for the supplied Goods under article II hereof amounting to **CZK 999 996**. The VAT is not included in the purchase price and not to be added to it due to the fact that the supply of the Goods constitutes Intra-Community supply of Goods to a VAT registered Purchaser, therefore the export is exempt of VAT. The VAT is to be paid by the Purchaser in the Czech Republic according to the Czech tax legislation.
2. The purchase price comprises all the costs relating to the supply of the Goods (especially the transport and delivery costs), relating to the installation of the Goods, relating to the complete training of the operators, and involves price for the services laid down in the Article II, par. 6 hereof and royalty for licence under Article II, par. 5 hereof.
3. The purchase price is stipulated as a fixed price, maximum permissible and maximum.

V Payment Terms and Conditions

1. The Purchaser shall not pay any advance to the purchase price to the Seller.
2. After the delivery note within the meaning of the Article III., par. 1 hereof is properly signed by the Purchaser, the Seller is entitled to issue an invoice. The invoice shall have the relevant statutory essentials. The Seller shall append stamp and signature of a person authorized to issue the invoice on the invoice. The Seller shall deliver the invoice to the Purchaser by registered mail or personally to the Purchaser's mail room against a written receipt.
3. The purchase price is due within maximum **30 calendar days** from the day of delivery of the invoice to the Seller's banking account stated in the heading hereof.
4. The Contractual Parties agreed that the obligation to pay the purchase price shall be fulfilled on the day of deducting the relevant amount from the Purchaser's account to the credit of the Seller's account stated in the heading of the Contract.

VI. Warranty

1. The Seller guarantees 12 months of support, repair and appropriate manpower in case the

Goods has any defects. The Seller shall provide guarantee for quality of the Goods to the Purchaser within sense of provision of section 429ff of the Commercial Code. The Seller shall be held responsible to the Purchaser that within the guarantee period of 12 months, the Goods specified in article II hereof shall have the negotiated quality and making, is fit for the proper

use for the negotiated purpose and that it shall retain the negotiated properties. The guarantee period shall start running after signing of the delivery note under Article III., par. 1 hereof by the Purchaser .

VII Responsibility for late performance

1. In case of the Seller's delay in fulfillment of all of his obligations under the Article II, par. 1 – 4 hereof within the term laid down in the Article III., par. 1 hereof, the Seller is obliged to pay a contractual fine amounting to **0.1 %** from the purchase price stated in art. IV, par. 1 hereof for every - even beginning - day of delay after the stipulated deadline of proper delivery of the Goods to the Purchaser.
2. In case of delay in payment of the purchase price, the Purchaser is obliged to pay the interest on late payment in the amount provided for in the government order No 142/1994 of the Collection of laws which lays down the interest on late payment and charges on late payment under the Civil Code as amended.
3. Contractual fines are not to be calculated into the compensation of potentially existing damage that can be claimed separately in full extent apart from the contractual fines.
4. The maturity period of accounted contractual fines and interests on late payment is 15 days from the date of delivery of a written statement to the relevant Contractual Party and the day of deducting the amount of the contractual fine or interest on late payment from the account of the relevant Contractual Party to the credit of the account that shall be stated in the statement of the contractual fine or interest on late payment shall be considered the day of payment.
5. The Purchaser is entitled to set off the contractual fines against the claim of the Seller for the payment of the purchase price.

VIII Final Provisions

1. This Contract may be changed or supplemented by the contractual Parties only in the form of written supplements that shall be numbered in ascending order, shall be expressly declared as supplements hereof and signed by authorized representatives of the contractual Parties.
2. Rights and obligations of the Contractual Parties in questions not expressly regulated by this Contract shall be governed by relevant provisions of Czech Commercial Code or other generally binding legal regulations.
3. The parties agree that the legal relations ensuing from this contract shall be governed by relevant provisions of Czech law on basis of provision of section 9 of the Act No. 97/1963 Coll. on the Private International Law and on the Private International Procedural Law, as amended. As for potential litigations arising out of this agreement, the contractual parties agreed upon the jurisdiction of the Czech courts by virtue of the provision of section 37 paragraph 2 of this act and by prorogation agreement according to §89 Act No 99/1963 Coll., Civil Procedure Act, as amended, they agreed on the court, located in a region of Purchasers' as a locally competent court of first instance for such litigation. This agreement shall take precedence over the Freeman Technology Terms and Conditions of Sale and Supply and the annex hereto. In all other respects to provisions that fall outside of this agreement, Freeman Technology's Terms and Conditions of Sale and Supply will prevail.
3. The Purchaser is entitled to withdraw from this contract for its material breach by the Seller while a material breach of the contract is defined as:

- Seller's delay in the supply of the Goods for more than 30 days
- Non-compliance with technical specification of the Goods stated in the Seller's quotation that is appended hereto as annex and integral part hereof.

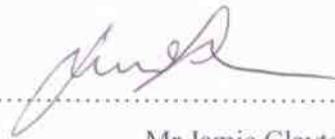
4. The Seller is entitled to withdraw from the Contract in case of delay of the Purchaser to pay the purchase price for longer than 30 days.
2. Withdrawal from the Contract must be made in writing and it shall become effective on the day of delivery of a written announcement to the other Contractual Party.
3. The Seller is not entitled to assign his rights and obligations ensuing herefrom to a third party without the consent of the Purchaser.
4. The Contract becomes effective on the day of its signature by both Contractual Parties.
5. The Contract is made in four counterparts undersigned by the authorized representatives of both Contractual Parties while the Purchaser shall obtain two counterparts and the Seller two counterparts.
6. The Contractual Parties agreed that they shall settle all disputes above all by mutual negotiation with the goal to arrive at a peaceful settlement of the dispute.
7. The Contractual Parties declare that they read the Contract properly before its signature, that they approve of the content, the Contract is in accordance with their real and free will, in witness whereof the authorized representatives of the Contractual Parties append their signatures.

In Olomouc on 30.04..... 2013

In Tewkesbury, UK. on 23rd April 2013



.....
Prof. RNDr. Miroslav Mašláň, CSc.
Rector



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Mr Jamie Clayton
Operations Manager

UNIVERZITA PALACKÉHO V OLMOUCI

Křížkovského 8
771 47 Olomouc
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