



EUROPEAN UNION
European Structural and Investment Funds
Operational Programme Research,
Development and Education



Univerzita Palackého
v Olomouci

PURCHASE CONTRACT

No. 119/OVZ/PV/2021

CONTRACTING PARTIES:

BUYER: **Palacký University Olomouc**
Public university established by Act. No. 111/1998 Coll., on Higher Education Institutions and on Amendments to Certain Acts (Act on Higher Education Institutions), as amended
Legal Address: Křížkovského 511/8, CZ-771 47 Olomouc, Czech Republic
Rector: prof. MUDr. Martin Procházka, Ph.D.
Person authorized to act in technical matters:



Identification No.: 61989592
Tax Identification No.: CZ61989592
Bank Name:
Bank Account No.:
International Bank Account No. (IBAN):
(hereinafter referred to as „Buyer”)



and

SELLER: **SIAD Czech spol. s r.o.**
Office: K Hájům 2606/2b, Stodůlky, 155 00 Praha 5
Registration in Companies Register: Městský soud v Praze, spis. zn. C/16942
Statutory body: Alessio Conton
Person authorized to act in contractual matters:
Person authorized to act in technical matters:



Identification No.: 48117153
Tax Identification No.: CZ48117153
Bank Name:
Bank Account No.:
(hereinafter referred to as “Seller”)



are closing on the bellow stated day, month and year according to provision of Section 2079 et seq. of the Act no. 89/2012 Coll., Civil Code, as amended, this purchase contract (hereinafter referred to as “Contract”) for of the project: “Investment Development of Large Research Infrastructure BBMRI-CZ”, reg. no. CZ.02.1.01/0.0/0.0/18_046/0015959, within Operational Programme Research, Development and Education.

The Buyer and the Seller enter into this contract due to the fact, that the Seller was selected by the Buyer in the procurement procedure entitled "**IMTM – Cryogenic storage system**" as the selected economic operator.

I. Subject of the Contract

1. The Seller undertakes under this Contract to deliver to the Buyer **Cryogenic storage system** (hereinafter referred to as the "Goods") in type, quantity, quality and design according to specification, that is an integral part of this Contract as its Annex No. 1. The Seller is not entitled to deliver goods in larger quantity as stated in Section 2093 of the Civil Code. Both parties to this contract agreed that Section 2099 subsection (2) of the Civil Code will not be applied.
2. The Seller hereby undertakes to surrender the Goods specified in Annex no. 1 to this Contract to the Buyer and allow him to acquire property rights to it, carry out the installation of the goods, provide the training to the Buyer's staff by qualified worker and provide the guarantee service under the conditions stipulated by this Contract.
3. The Buyer agrees to take over the Goods and pay the seller the purchase price in the way and in time agreed to in this Contract.
4. Part of the delivery of the subject of the Contract is transport and delivery of legal documents.
5. The Seller declares pursuant to Section 2103 Civil Code, that the Goods is without any faults or defects.
6. The Goods shall be fully functional, new, not refurbished, without any additional costs or expenditures necessary to be paid by the Buyer.

II. Term and place of delivery

1. The Seller undertakes to deliver and install the Goods at the place of delivery, including the delivery of all legal documents to the Goods, the execution of all tests verifying compliance with technical parameters given in this Contract, the training of the Buyer's staff by a qualified employee within the scope of Article V paragraph 2 of this Contract, no later than 240 calendar days after the effective date of this Contract.
2. Place of delivery: Institute of Molecular and Translational Medicine, Faculty of Medicine and Dentistry, Palacký University Olomouc, Hněvotínská 1333/5, CZ-779 00 Olomouc, Czech Republic. Person authorised to take over the delivery on the basis of a handover protocol: [REDACTED] or a person authorised by him to take over the Goods.
3. Both parties agreed, that Section 2126 and Section 2127 Civil Code on self-help sale will be excluded and thus shall not be applicable in the case of delay in take-over of the Goods by the Buyer.



III. Purchase price

1. The purchase price is set by an agreement of the contracting parties in the amount of **10.771.100,00 CZK without VAT**. The Seller is the payer of VAT.
2. The purchase price covers all the costs related to the supply of the Goods (in particular the transport to the place of delivery, insurance, customs duties, fees, licence fees and copyrights, installation and arranging for training, delivery of all legal documents to the goods, the guarantee service).
3. The purchase price is set as a fixed price, the highest acceptable and maximal, covering all the costs related to the supply of the Goods. The purchase price may be modified only on the condition that the VAT rate changes after the conclusion of the present Contract.
4. The Seller takes the responsibility for the fact, that the VAT rate at the time of invoicing is stipulated in compliance with the legislation.

IV. Payment terms and conditions

1. Payment for the delivery of the Goods shall be made on the basis of a duly issued tax document (invoice), including all the requisites, within the due date of 30 calendar days from the date of the provable delivery to the Buyer. The invoice will be issued by the Seller at the earliest after delivery of the Goods, its proper and complete installation, delivery of legal documents, performance of all tests verifying compliance with technical parameters given by this Contract, initial basic operator training within the scope of Article V. paragraph 2 of this Contract, which will be confirmed by a written signed protocol on the delivery and installation of the Goods. Proof of the proper fulfillment of the obligations stated in the previous sentence by the Seller is a written dated handover protocol provided with the signatures of the authorized persons of both contracting parties to act in technical matters.
2. Each invoice issued by the Seller must include all tax document prerequisites in accordance with Act No. 235/2004 Coll. on value added tax, as amended, and the prerequisites of a commercial deed pursuant to Section 435 of the Civil Code as well as identification of the contract, on the basis of which the fulfillment has been provided. The Seller shall affix the invoice with the signature of the person authorised to issue the invoice. Each invoice issued will bear the number of this contract and name and reg. number of the project.
3. If any invoice issued by the Seller does not contain any of the obligatory particulars or if the Seller incorrectly invoices the price or the VAT, the Buyer is entitled to return such invoice to the Seller before the expiration of its maturity date for the correction, stating the reason of its returning. The Seller shall correct it by issuing a new invoice. The initial maturity date stops running on the day of sending the incorrect invoice to the Seller and a new maturity day starts running on the day of the delivery of a new invoice to the Buyer.
4. The contracting parties agree that the obligation to pay the purchase price is fulfilled on the day when the given sum is sent from the Buyer's account to the Seller's account given above in this Contract.
5. The Seller shall ensure proper and timely fulfillment of financial obligations to its subcontractors, where proper and timely fulfillment is considered full payment of invoices

issued by the subcontractor for performances provided to the Seller to fulfill obligations under the Contract, always no later than 30 days after receiving payment from the Buyer for specific performance (if the due date of the invoice issued by the subcontractor has not occurred before). The Seller undertakes to transfer the same obligation to other levels of the supply chain and to oblige its subcontractors to fulfill and spread this obligation also to lower levels of the supply chain. The Buyer is entitled to request the submission of documents on payments made to subcontractors and contracts concluded between the Seller and subcontractors. Failure to fulfill the obligations of the Seller under this agreement of this Contract is considered a material breach of contract with the possibility of withdrawal by the Buyer from this Contract. Withdrawal from this Contract is in such a case effective by delivery of a written notice of withdrawal from the Contract to the other contractual party.

V. Installation and training of the staff

1. As part of the installation of the Goods at the place of delivery, the Seller is obliged to prove, but not exclusively, the full functionality and fulfillment of all the parameters of the Goods in accordance with the tender of the Seller, which forms an integral part of the Contract (Annex No. 1 of the Contract).
2. The Seller undertakes to provide basic operator training, which is a condition for the due handover and reception of the Goods within the following scope: Operator onsite training for delivered Goods in the minimal scope of 1 working day – 8 hours, for at least 3 persons of the Buyer. The training must be led by a qualified service technician or application specialist.
3. All trainings shall take place at the place, where delivered Goods have been installed, unless agreed otherwise in writing by the persons authorised by the contracting parties to act in technical matters. Precise dates of the respective trainings shall be agreed in a sufficient advance by the person authorised by the Buyer to act in technical matters. All the costs related with the above-mentioned trainings (including the stay of service technicians, application specialists or specialists of the economic operators of the accessories) are paid for by the Seller and are included in the purchase price.

VI. The Seller's responsibility for defects

1. The Seller provides a quality guarantee for the Goods according to § 2113 et seq. Act No. 89/2012 Coll., Civil Code, as amended, for a period of 24 months from the date of signing the handover protocol pursuant to Article IV. paragraph 1 of this Contract.
2. Seller guarantees promptness of service in the warranty period, ie. travel to the place of installation, conducting detection of defects and discussing the necessary service operations with person authorized by the Buyer to act in technical matters, during warranty period no later than within 10 workdays from the day of report of the defect, by visit from service technician. During the warranty period, the respective defects shall be removed within 15 workdays at the latest after the day of the start of the defect removal, unless otherwise agreed in writing by persons authorized by contracting parties to act in technical matters. The Seller is obliged to provide repairs in the place of delivery, shall that be technically impossible, Seller shall take over the „faulty part“ of the Goods in order to repair it after signing a written protocol, stating suggested procedure agreed by the person authorised to act in technical matters for the contracting person. The contracting parties have agreed that § 2110 Civil Code shall not apply; the Buyer is therefore entitled

to withdraw from the Contract for defects or demand the delivery of new Goods, regardless of whether he can return the Goods, or return them in the condition in which they were received.

3. Seller also undertakes to perform free full service of the delivered Goods and of control and evaluation software, including updates and staff training and regular service inspections prescribed by the manufacturer of the delivered Goods for the entire warranty period, including all necessary spare parts (free warranty service of delivered Goods). Seller further undertakes to provide unlimited and free remote diagnostics and service of the Goods through remote access and connection to the device. The costs of performing a full warranty service of the delivered Goods form part of the purchase price. During the warranty period, the seller is obliged to ensure at his own expense all legal inspections of Goods.

VII. Contractual penalties

1. The contracting parties shall, in the event of a breach of the contractual obligation, agree on contractual penalties in the form provided for in the following paragraphs of the Contract. Neither contracting party considers that the contractual penalties are disproportionate in relation to the value of the individual contractual obligations.
2. The Seller undertakes to pay the Buyer a contractual penalty in the amount of CZK 20.000,00 for each commenced day of delay with the contractually set delivery date as per Article II. paragraph 1 of this Contract.
3. The Seller undertakes to pay the Buyer a contractual penalty of CZK 5.000,00 for each even commenced day after the expiration of the period for initiation to repair or after the expiration of the period for repair defects during the warranty period in accordance with Article VI. of this Contract, for each individual case.
4. The contracting parties have agreed that § 2050 of the Civil Code shall not apply, ie. contractual penalties are not included in the compensation for any damage incurred, which can be enforced separately in full in addition to the contractual penalty.
5. The maturity date of the charged contractual penalties is 30 calendar days from the day of delivery of their written statement to the given contracting party and the day of payment means the day of debiting the contractual penalty amount from the account of the given contracting party to the account mentioned in the statement of the contractual penalty.
6. The parties have expressly agreed that the Buyer is entitled to offset against any Buyer's claim both for the Buyer and for the Seller, any claim against the Seller, even overdue. Receivables from the Buyer and the Seller are canceled with the offsetting of the amount in which they overlap, and these effects occur as soon as the Buyer delivers the statement of offsetting to the Seller.

VIII. Final provisions

1. With respect to the provision of section 2, letter e) of Act no. 320/2001 Coll. on the Financial Inspection in Public Administration, as amended, the Seller is a person obliged to cooperate during the performance of the financial inspection. These Seller's

obligations also apply to his contractual partners involved in the fulfillment of this Contract.

2. The Seller undertakes to ensure the legal employment of persons in the performance of this Contract and to ensure fair and decent working conditions for the employees participating in the performance of the Contract. Fair and decent working conditions are those working conditions that meet at least the minimum standards set by labor and wage regulations. The Seller is obliged to ensure compliance with the requirements of this provision of the contract with its subcontractors. Failure to fulfill the obligations of the Seller under this agreement of this Contract is considered a material breach of Contract with the possibility of withdrawal by the Buyer from this Contract. Withdrawal from this Contract is in such a case effective by delivery of a written notice of withdrawal from the Contract to the other contractual party.
3. The Buyer reserves the right to publish the contents of the Contract.
4. This Agreement is governed by the Civil Code and the legal order of the Czech Republic in matters not expressly regulated in it.
5. The provisions of this Contract are separable. If any part of an obligation under this Contract is or becomes invalid or non-enforceable, this shall not affect the validity and the enforcement of other obligations under this Contract and the contracting parties undertake to replace such invalid or non-enforceable part of obligation with a new, valid and enforceable part of the obligation, the subject of which will correspond at the best to the subject of the original obligation. If the contract does not contain a provision which would be justifiable for the determination of the rights and obligations, the contracting parties will make all the efforts to implement such provision in the Contract.
6. The contracting parties may modify or amend this Contract only in the form of written amendments numbered in the increasing order, expressly declared as amendments to this Contract and signed by the authorized representatives of the contracting parties.
7. The Buyer is entitled in accordance with § Section 2001 of the Civil Code, to withdraw from this Contract in following cases:
 - delay of the Seller with the delivery of Goods longer than 10 calendar days,
 - non-compliance with the technical specifications of the Goods stated in the Seller's tender,
 - the Seller's delay with starting to repair defects longer than 10 calendar days,
 - in the event that the provision of subsidy funds drawn for the implementation of the subject of the Contract from the relevant project will be suspended or terminated,
 - in the event that the expenses that should be incurred on the basis of this contract will be marked by the provider of subsidy funds or another authorized administrative body as ineligible to be reimbursed from the project subsidy funds.The withdrawal from the Contract shall be made in a written form and becomes effective on the day of the delivery of the written notice to the other contracting party.
8. The Seller is not entitled to cede his rights and obligations under this Contract to a third party without the Buyer's approval.
9. With regard to the delivery of items relating to the performance of this Contract sent by the Seller using the postal service provider, § 573 of the Civil Code shall not apply



10. The Seller acknowledges that this Contract, including all its Annexes, is subject to mandatory disclosure under Act No. 340/2015 Coll., on special conditions of effectiveness of certain contracts, publication of these contracts and on the register of contracts, as amended.
11. This Contract shall enter into force on the date of its signature by the last participant of this Contract and become effective as of the date of publication of this Contract by Buyer in the Register of contracts pursuant to Act No. 340/2015 Coll., on special conditions of effectiveness of certain contracts, publication of these contracts and on the register of contracts, as amended.
12. This Purchase Contract is signed electronically.
13. Seller acknowledges, that Buyer is obliged to abide to publicity requirements within structural funds programs, set by European Parliament regulation No. 1303/2013 and publicity rules within Operational Programme Research, Development and Education, on all relevant documents related to the subject of this Contract, in all amendments to this Contract and other documents related to the public contract, from this Contract came up and in this context Seller commits to provide necessary cooperation to the Buyer, that can be fairly demanded.
14. Seller hereby obliges, that all subjects authorized to conduct control of the project, by means of which the subject of this Contract is paid, will be allowed to carry out control of documents related to this subject, during period set by legislation of Czech Republic for their archivation (Act No. 563/1991 Coll., on accountancy, in its effective form and Act No. 235/2004 Coll., on value added tax, as amended). All outcomes of the contractual relations, where Buyer specifies it, must contain publicity features, in scope of headers of this Contract, unless specified otherwise by Buyer. EU logo, logo of Operational Programme Research, Development and Education (hereinafter referred to as „OP RDE“), as requested by Buyer. Buyer is obliged to provide documents containing correct form of every logo.
15. Seller is obliged to keep all documentation related to subject of this Contract in accordance with the OP RDE rules for at least 2 years from the date of presenting financial statements of OP RDE according to Sect. 140 of European Parliament and Council regulation No. 1303/2013, ie at least until 31. 12. 2033, unless Czech legal system specifies longer period. Managing authority of OP RDE, or by it authorized subjects (or other control subjects according to actual legislation) shall have access to these documents upon request.
16. The following Annexes form an integral part of this Contract:

Annex No. 1 – Seller's tender dated April 29th 2021

In Olomouc, on 18.06.2021

In Prague, on **08.06.2021**

.....
prof. MUDr. Martin Procházka, Ph.D.
rector of Palacký University Olomouc

.....
Alessio Conton
SIAD Czech spol. s r.o.

Annex No. 1 to the Purchasing contract between Palacký University Olomouc and SIAD Czech spol. s r.o. for “IMTM – Cryogenic storage system” – Seller’s tender

April 29th, 2021

Technical Summary

The system includes all components listed below and fulfills the following requirements set by the Contracting Authority:

Required values	Offered values
Temperature: -150 °C, integrated UPS keeps temperature below -100 °C for min. 48 hours without electricity	Temperature: -190 °C, integrated UPS keeps temperature below -150 °C for min. 48 hours without electricity
Automation: robotic arm under regulated humidity environment for automatic manipulation with samples without personal contact with liquid nitrogen or its vapor	Automation: robotic arm under regulated humidity environment for automatic manipulation with samples without personal contact with liquid nitrogen or its vapor
Automated handling temperature: -80 °C or below	Automated handling temperature: -80 °C or below
Capacity: 10,000 2ml tubes	Capacity: 12,700 2ml tubes
Format: both tubes and racks . As per Explanation No. 1, Answer 1 to Question 1, octuple pre-cooled tray belongs to the list of accepted racks. Octuple pre-cooled tray is a subset of all racks.	Format: 8 tubes cooled rack port
Identification of samples: integrated barcode/QR code reader	Identification of samples: integrated barcode/QR code reader, hand-held MEMS reader, advanced sample management sw
Throughput: maximally 20 s per sample	Throughput: maximally 20s per sample
Controls: remote alarm for LN2 (Liquid nitrogen), temperature, sensor, electricity failure and open valve	Controls: remote alarm for LN2 (Liquid nitrogen), temperature, sensor, electricity failure and open valve
Electricity: 230 V/50 Hz, a plug features two round pins of 4.8 mm diameter (19 mm long, centers 19 mm apart) for the line and neutral contacts, plus two flat contact areas on the top and bottom side of the plug for protective earth (ground)	Electricity: 230 V/50 Hz, a plug features two round pins of 4.8 mm diameter (19 mm long, centers 19 mm apart) for the line and neutral contacts, plus two flat contact areas on the top and bottom side of the plug for protective earth (ground)
Pressure of LN2: 0.7/2 bars	Pressure of LN2: 0.7/2 bars
Size: to pass through 90 cm door and to stay in room with 2.75 m ceiling	1460 x 890 x 1980

Technical Details

The system is composed of several parts.

The main element is the SmartFreezer device with automated operation in storage and retrieval of samples.

Sample identification is possible with barcodes or with MEMS. Both readers are present, together with a database-based sample management software with prepaid license for the duration of 1 year. Basic set of vials compatible with the robotic handler is also provided. It is important to use the same type of vial, regardless of the identification method.

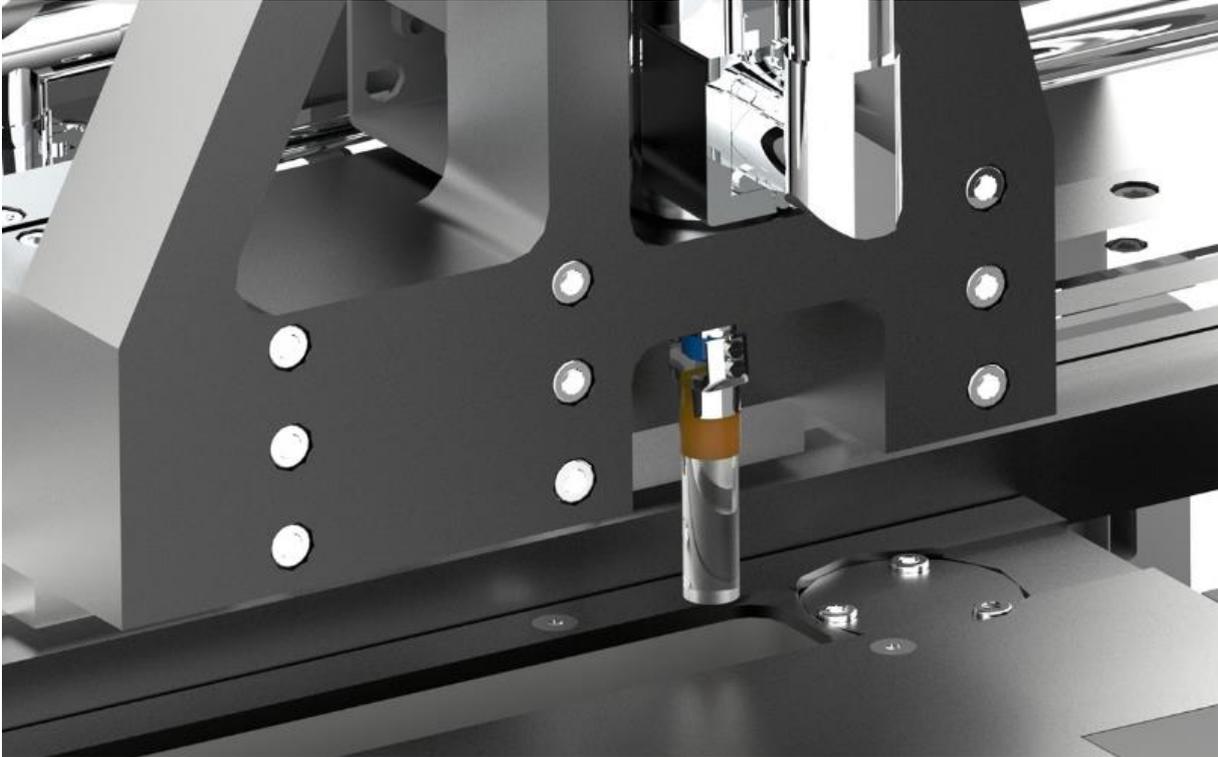
Security back-up includes not only UPS power source, but also an emergency vessel designed to protect all samples in case of any disaster. That vessel is capable of taking all samples stored inside the SmartFreezer device and keep those at ultralow temperatures for extended periods of time. The coolant is LN₂. Coolant tank of 150 liters is another part of the set, again as a back-up element. Safety of the samples is on a high level.

Laboratory personnel is protected by an extra redundant O₂ monitoring system, which raises alarms in case of low concentration of O₂ occurring at any time during typical operation. That system adds extra safety and protects health of the laboratory crew.

Listed price includes not only goods, but services as well. The transport, training of the user personnel, installation, test run are all included. Furthermore, work related to extending local pipeline system for liquid nitrogen in order to connect the main automated device is included as well. The same goes for connections and pipelines for compressed air, which acts as propulsion for the mechanical parts of the automated device.

Regular periodic safety controls are included in the price for the duration of the warranty period.

Main automated storage device



Technical features

Fully automated storage and retrieval

- The cherry picking concept guarantees no exposure of other specimens than the appropriate one.
- Pneumatic gripper (grip inside/outside cryotube cap).
- Storage/retrieval in less than 20 sec/cryotube of the desired sample.

Temperature control

- Sample storage in the vapour phase of LN₂
- Avoid samples freezing and thawing processes.
- Thermal rack to be precooled as to prevent samples thawing.



- Loading/unloading up to eight cryotubes in one batch.

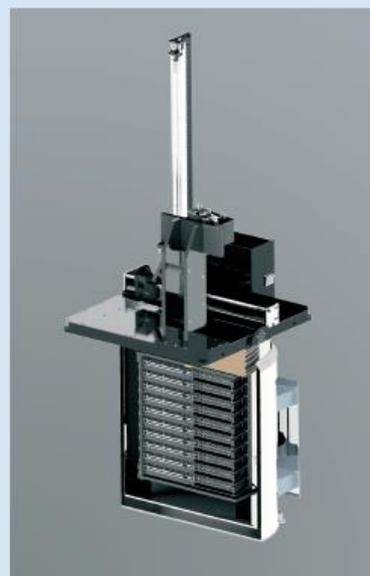
Software

- Touch screen interface.
- Easy integration of external LIMS systems.
- Open access to Ontology systems.
- Automatic sample tracking of historical data.
- Connection with external PC possible.

Safety

- No operator exposure to LN₂.
- Separation between storage volume and automation cabinet.

- Icefree protection on cryotubes. 8 additional operations to complete the load/unload process.
- Access control: only authorized user are allowed to manage the system.
- Full traceability of complete sample history.



Detail of a disc to store cryotubes inside LN₂ tank

Storage capacity (n° vials)	2 ml: 12700
Load/Unload speed (sec/cryotube)	<20
Dimension before installation LxWxH (mm)	1460x890x1980
Dimension after installation LxWxH (mm)	1460x890x2650
Freezing agent	Liquid nitrogen
LN₂ consumption (lt/day)	Average 15-20
LN₂ pressure(bar)	0.7/2
Absorbed power (VA)	500
Temperature backup	Auto backup. Temperature kept for 48 hours without nitrogen supply
UPS + Pneumatic backup system	Yes
Remote alarm	Yes
Ports	Ethernet+RS485

Safety vessel for eventual sample rescue



Vessel Name		BIOSAFE® 220
geometrical capacity	[l]	251
total geometric content under platform (LIN-Reserve)	[l]	35
weight empty	[kg]	175
diameter outer	[mm]	710
diameter inner	[mm]	664
neck diameter	[mm]	664
outer height	[mm]	1,190/1,070 *2
inner height	[mm]	625
castor diameter	[mm]	80

Safety liquid nitrogen back-up



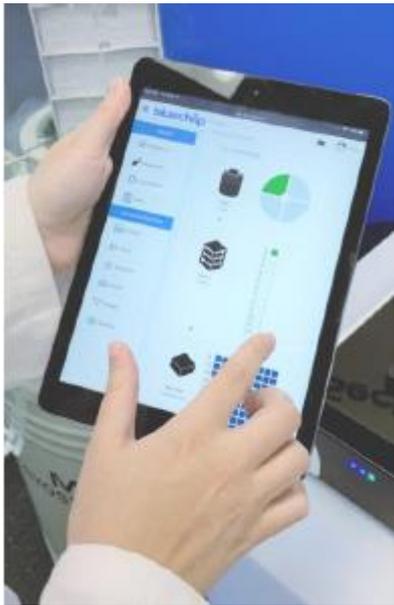
Vials



Sample identification and security elements



Sample management



Refresh Feedback Log out

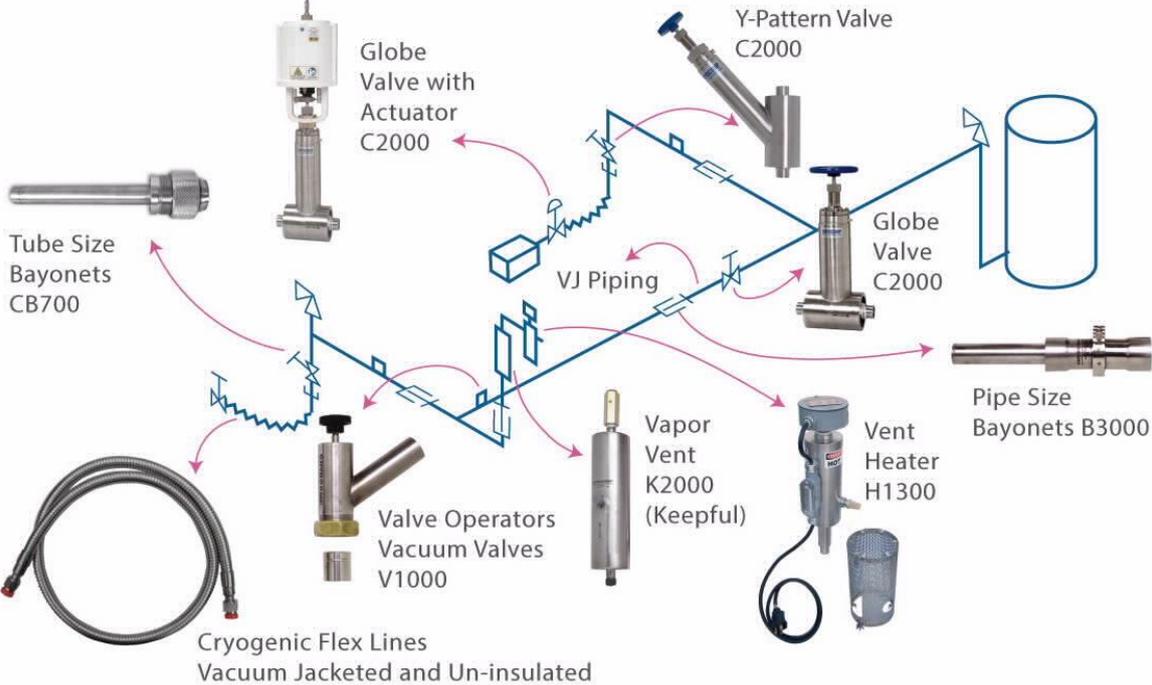
Samples Storage Projects Temporary Groups Users Reads

Samples

Search samples...

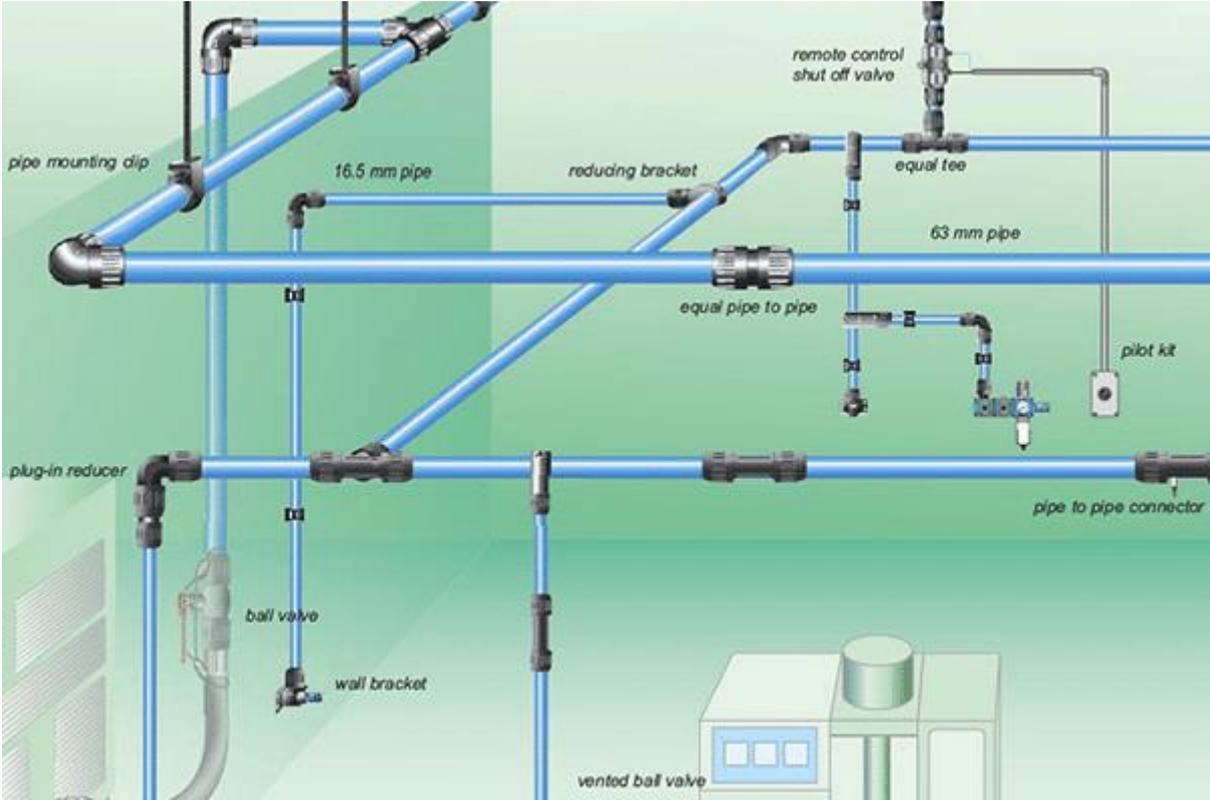
Bluechip ID	Date Created	Project	Tags	Location	Actions
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Vial 1908448	05 January 2016 09:25	PhD Thesis	Tissue, cancer, John Smith	Fridge 1, Rack 1	<input type="button" value="Edit"/>
Cassette 415937	05 January 2016 09:20				<input type="button" value="Edit"/>
Vial 309502	15 December 2015 14:23				<input type="button" value="Edit"/>
Vial 310502	15 December 2015 14:23				<input type="button" value="Edit"/>
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Vial 302459	15 December 2015 14:23				<input type="button" value="Edit"/>
Vial 302620	15 December 2015 14:14				<input type="button" value="Edit"/>
Vial 5682561	15 December 2015 14:14				<input type="button" value="Edit"/>

Connections – liquid nitrogen



This image is only informative.
ONLY necessary components are included in the price, but at the same time, ALL necessary components are included in the price. All related work is included in the price.

Connections – compressed air



This image is only informative.
ONLY necessary components are included in the price, but at the same time, ALL necessary components are included in the price. All related work is included in the price.

Price calculation

The cryogenic system as described above is priced at 10.771.100 CZK

The supplier is a VAT payor in the Czech Republic, therefore VAT of 21% is applicable in case that the purchasing party is also participating in the VAT system of the Czech Republic. The supplier DIČ is CZ48117153.

The price together with VAT is 13.033.031 CZK