



EVROPSKÁ UNIE  
EVROPSKÝ FOND PRO REGIONÁLNÍ ROZVOJ  
INVESTICE DO VAŠÍ BUDOUCNOSTI



## Purchase Contract

(Hereinafter referred to as the "Contract")

*Entered into pursuant to the Commercial Code, Act no. 89/2012, Coll., Section 2079 et sequentes and Section 2358 et sequentes, and the Copyright Act no. 121/2000, Coll., regulating copyright and rights associated with the copyright and changes of certain acts, as amended.*

### I.

#### Contracting Parties

- 1.1. **Buyer:** **University of West Bohemia in Pilsen**  
Registered office: Univerzitní 8, 306 14 Plzeň, Czech Republic  
Represented by: Doc. PaedDr. Ilona Mauritzová, Ph.D., Rector  
Bank: Komerční banka a.s., Plzeň-město  
Account no.: 4811530257/0100  
Identification no.: 497 77 513  
Tax identification no.: CZ49777513

(Hereinafter referred to as the "Buyer") as one Contracting Party

and

- 1.2. **Seller:** **TestResources Inc.**  
Registered office / place of business: Shakopee, MN USA  
Represented by: Sean P. O'Fallon  
Bank: Wells Fargo Bank  
Account no.: 9473518067 / 091 0000 19  
Identification no.: 8I-7  
Tax identification no.: 41-1785725

Registered in the commercial register of State of Minnesota USA, section 302A , insert File 8I-7

(Hereinafter referred to as the "Seller") as the other Contracting Party

(Together also referred to as the "Contracting Parties")

#### WHEREAS:

- a) This Contract is concluded based on a result of the open Tender held pursuant to the Public Contracts Act no. 137/2006, Coll., as amended awarding the Public Contract entitled "Measuring Device for Tension and Pressure Uniaxial and Biaxial Mechanical Measurements of Biological Tissues";
- b) And the Seller's Bid was evaluated as the most advantageous in the public Tender;

- c) The Seller confirms that they have become fully acquainted with the scope and nature of the Contract concerning the said subject matter of the Public Contract, and that they are aware of all technical, qualitative and other conditions and have the capacities and expertise needed to deliver the Contract;
- d) The Seller explicitly confirms that they have studied all the Contracting Authority's documents and instructions received by the date of execution of this Contract as well as instructions contained in the requirements that the Buyer defined for the Contract, that the Seller has found these requirements to be appropriate, that the purchase price and the method of the Contract delivery contain and take into consideration all the above specified conditions and circumstances;

## THE CONTRACTING PARTIES ENTER INTO THE FOLLOWING CONTRACT.

### II.

#### Subject Matter of the Contract

- 2.1. The Seller undertakes, within the scope and pursuant to the terms and conditions of the Contract herein, to supply to the Buyer one (1) piece of a measurement system for one uniaxial tension and pressure, and a biaxial tension loading enabling high-precision measuring of forces and deformations including specimen grips, bases or platens, chamber for tests in water including heating system, camera for automatic detection of a measured specimen, software for controlling the measuring device and a computer with accessories (hereinafter also referred to collectively as "the Goods"); a detailed specification of the Goods is included in **Annex No. 1** herein, which forms and integral part to the Contract.
- 2.2. The Seller undertakes to transfer the ownership right to the Goods to the Buyer, and the Buyer undertakes to pay the purchase price for the Goods.
- 2.3. The Seller's commitment also includes transportation of the Goods to the place of delivery including assembly and installation of the Goods.
- 2.4. The Seller must calibrate the System, commission it and test its flawless operation, and provide at least six (6) hours of training for two (2) members of the Contracting Authority's operation staff in the place of the Public Contract performance using the supplied System; the training shall provide the staff with the ability to fully operate the System, i.e. all its delivered parts including the software; 12 tests will be performed on the System over the course of such training: demonstration of the following measurements – uniaxial tension loading, uniaxial pressure loading, biaxial tension loading; all of these three types of tests shall be performed both in air and in a bath, for two different loading speeds, where each measurement will take at least 5 minutes.
- 2.5. Along with the Goods, the Supplier shall deliver technical documentation and user manual, both in electronic and hard copy, either in Czech or English language.
- 2.6. The Seller must provide for availability of spare parts at least until 2019.

### III.

#### Time and Place of Delivery

- 3.1 The Seller undertakes to deliver the Goods to the Buyer and perform all obligations as per art. II herein **within 28 weeks** upon signing the herein Contract at the latest. Should the Seller be in delay with the delivery of the Goods and performing of the obligations set out in art. II herein, the Buyer will be entitled to request the Seller to pay a contractual penalty of 0.5% of the total purchase price for every – complete or incomplete – day of the delay; the right of the Buyer to request damages will not be prejudiced.

- 3.2 The Contracting Parties will make out an Acceptance Protocol confirming acceptance of the Goods; such document shall be signed by both Contracting Parties. This Acceptance Protocol confirming the delivery and acceptance of the Goods shall include a confirmation that all the Seller's obligations as per art. II have been met. The Buyer is entitled to reject the Goods, if the Goods prove to be defective.
- 3.3 The title to the Goods is transferred from the Seller to the Buyer on the day of signing the Acceptance Protocol confirming the delivery and acceptance of the Goods. The risk of damage rests with the Seller until the ownership title is transferred to the Buyer.
- 3.4 The place of delivery is University of West Bohemia, Univerzitní 22, Pilsen, Czech Republic.

#### IV.

##### Price and Payment Terms

- 4.1. The Buyer undertakes to pay the Seller in a due and timely manner for the delivered Goods, the stipulated **purchase price is CZK 3,940,000 excluding VAT** (in words: Three Million, Nine Hundred Forty Thousand Czech Crowns),
- The relevant VAT assessed by the Buyer will be paid by the Buyer.
- The purchase price will be paid by the Buyer to the Seller in Czech crowns based on a tax document – invoice, the purchase price will be paid in two instalments:
- 30% of the total purchase price will be paid by the Buyer after the production documents for the System (the Goods) are delivered to the Buyer by the Seller based on the following documents:
    - Invoice (one original and one additional copy) for 30% of the purchase price,
    - One original of the document confirming the delivery and acceptance of the production documentation for the Goods signed by authorized representatives of the two contracting parties,
      - 70% of the total purchase price will be paid by the Buyer following the delivery of the Goods free of any defects and unfinished parts, its installation by the Seller, commissioning and demonstration of all the required functions, parameters, training of the Buyer's operating staff members and testing of the System pursuant to article 2.4 herein in the course of the training based on the following documents:
        - Invoice (one original and one additional copy) for 70% of the purchase price,
        - One original copy of the Acceptance Protocol for the Goods containing also the Buyer's confirmation that all the relating requirements specified in article II herein have been complied with by the Seller.
- 4.2. The purchase price is stipulated as the highest possible price including all fees and any other costs associated with the supply of the Goods and performance of all obligations pursuant to this Contract.
- 4.3. The contractual price may only be exceeded as a result of amendments to tax regulations concerning VAT.
- 4.4. The Buyer shall settle the purchase price in a one-off payment in Czech crowns against a tax document – invoice. The contractual price will be invoiced to the Buyer within 30 days of the production documentation/Goods delivery, i.e. the day on which the Acceptance Protocol confirming the delivery and acceptance of the production documentation/Goods and performance of all obligations as per art. II herein is signed by both Contracting Parties.

- 4.5. A copy of the Acceptance Protocol confirming the delivery and acceptance of the production documentation/Goods signed by both Contracting Parties must be enclosed to the invoice.
- 4.6. The tax document – the invoice must contain all elements of a proper accounting and tax document pursuant to the relevant legislation, namely the Value Added Tax Act no. 235/2004, Coll., as amended. The Buyer will be entitled to return an invoice missing the relevant elements to the Seller to be amended before its due date, and the Buyer will not be in delay with the payment in such a case. The payment period will start again after the duly amended or corrected invoice is received by the Buyer.
- 4.7. Maturity of the invoice is stipulated 30 days after it is demonstrably received by the Buyer. However, the Buyer reserves a unilateral right to extend the maturity of the invoice depending on the availability of funding released from the Operational Programme Research and Development for Innovations (OP RDI) for up to 30 days. Late allocation of funding from the OP RDI will not cause the Buyer to be in delay with the payment of the purchase price stipulated herein.
- 4.8. The purchase price will be credited by the Buyer to the bank account of the Seller specified in the head of this Contract. The Buyer will meet the obligation to pay the purchase price when the total amount of the purchase price is credited to the Seller's bank account.
- 4.9. Should the Buyer be short of funding as described in art. 4.7 herein, the following procedure to postpone the payment will apply as stipulated by the Contracting Parties: the Buyer will be obliged to notify the Seller of the existing situation in writing without undue delay. The maturity of the tax document will be postponed by up to 30 calendar days from the day on which the notice is delivered to the Seller.
- 4.10. Should the Buyer be in default with payment of the invoice, the Seller will be entitled to request an interest on late payment of 0.05% of the amount due for every, even incomplete, day of the delay from the Buyer. The interest on late payment will not be charged, if the payment is postponed due to deferred allocation of funding from the Operational Programme RDI pursuant to articles 4.7 and 4.9 herein.
- 4.11. The Buyer will be entitled to off-set any contractual penalties that the Seller is obliged to pay, against the invoiced amount.

## V.

### **Rights and Obligations of the Contracting Parties**

- 5.1. The Seller will be obliged to deliver the Goods under the terms and conditions of this Contract and the Goods must comply with the technical requirements specified in Annex no. 1 herein and must be free of any defects.
- 5.2. The Seller is not entitled to assign any rights or obligations arising from this Contract to a third party without obtaining a previous written consent of the Buyer.
- 5.3. The Seller agrees that any receivables that may be claimed from the Buyer and that come to existence based on this Contract may not be assigned or set off by a unilateral legal act.
- 5.4. The Seller will be liable to the Buyer for any damage caused by violation of duties stipulated in this Contract or obligations stipulated by generally binding legal regulations.
- 5.5. The Seller will be obliged to properly maintain all originals of the Contract including all its Annexes, originals of tax documents and other documents relating to the execution of the subject matter of the Contract for at least three years after the OP RDI project is closed, i.e. at least until 2022. During the same time period, the Seller will be obliged to provide requested information and documents to personnel authorised to audit the project to enable them to audit the documents relating to the performance of the Contract, in particular to provide the requested information and documents to the employees or agents of bodies authorized to audit projects

- performed under OP RDI, and will be obliged to create conditions for these personnel to be able to carry out the audit of the project implementation, and cooperate in the audit. Furthermore, all documents and contract-related documents must be protected against loss, theft or degradation.
- 5.6. The Seller acknowledges that, pursuant to the Financial Control in Public Administration Act no. 320/2001, Coll., Section 2 (e), and amendments to some laws (Financial Control Act), as amended, the Seller is a person obliged to cooperate in exercising financial control. A controlling body of the Operational Programme RDI will be authorized to perform an audit and access those parts of the Bid, Contract and relating documents that are subject to protection according to special legal regulations (such as trade secrets, proprietary information) for a period of three years after the operational programme is closed, provided that the requirements defined by the law (for example, the Control Act no. 255/2012, Coll., Sections 8, 9 and 20) are met. The controlling body of the Operational Programme RDI is similarly authorized to perform an audit at the Seller's subcontractors (*see the annex no. 2 to the Guidelines for OP RDI Applicants and Beneficiaries as amended – Contractor Selection Guidelines*) <http://www.msmt.cz/strukturalni-fondy/spolecne-prilohy-prirucce-pro-zadatele-a-prijemce-op-vavpi-3>).
  - 5.7. The Seller is obliged to follow and observe the Visual Identity Manual of the OP RDI published at the website of the Ministry of Education of the Czech Republic: <http://www.msmt.cz/strukturalni-fondy/manual-vizualni-identity-op-vavpi>. All the contract-related outputs (documents, records, drawings etc. must contain the visual identity features according to the Manual).
  - 5.8. The Seller undertakes that if in connection with the implementation of the Contract herein the authorised employees of the Seller are provided with personal/sensitive data pursuant to the Personal Data Protection Act no. 101/2000, Coll., as amended, when performing their duties, they will adopt all and any measures to prevent unauthorised or accidental access to this data, changes, damage or loss of this data, unauthorised transfer, unauthorised processing of the data and misuse of the data.
  - 5.9. The Seller will be obliged to observe all the commitments that had been stated in its Bid submitted to the Tender before this Contract was signed.
  - 5.10. The Seller acknowledges and agrees that this Contract will be made public on the Buyer's website pursuant to the Public Contracts Act section 147(a), and that the actual price paid for the supply of the subject-matter of the Contract will also be made public by the deadlines and in a manner defined by the Public Contracts Act section 147(a). In accordance with the Public Contracts Act, Section 147(a), section 4 and 5, the Seller is obliged to submit to the Buyer a list of subcontractors in the specified scope by the specified deadlines. Should the Seller fail to comply with the statutory obligations specified in the Public Contracts Act, Section 147(a), section 4 and 5, the Seller will be liable for the damage resulting from the failure to comply with the obligation and for the full compensation of the Buyer.

## VI.

### Quality Guarantee

- 6.1. The Seller provides 24-month guarantee on the Goods to the Buyer. The guarantee period starts to run on the day following the day when the Goods is delivered to the Buyer, or as the case may be, after the day when both Contracting Parties signed the Acceptance Protocol confirming the Goods delivery and acceptance.
- 6.2. The Buyer is obliged to inform the Seller about any defects covered by the guarantee as soon as they are identified. The Seller will carry out any repairs covered by the guarantee free of charge and without undue delay with regard to the type of defect, however, no later than within 30 calendar days from the date a defect is reported by the Seller, unless stipulated otherwise. In this

respect, the Seller acknowledges, that they may start removing the defects on business days from 8:00 a.m. to 2:00 p.m. Should the Seller fail to meet the specified (or otherwise agreed) deadline for repair under guarantee, the Buyer will be entitled to request a contractual penalty of 0.05% from the total contractual price from the Seller for every, even started, day of delay, this will not prejudice the Buyer's right to claim damages.

- 6.3. In the course of the guarantee period, the Seller will be obliged to remove the claimed defects, or as the case may be, satisfy other claims of the Buyer arising from unsatisfactory performance.

## VII.

### Termination of the Contract

- 7.1. The Contract can only be terminated for reasons stipulated in the Contract or specified by law.
- 7.2. A Contracting Party affected by the other party's failure to meet its obligation may unilaterally terminate this Contract for a gross violation of the Contract; in particular, the following will be considered a gross violation of this Contract:
- Seller's failure to comply with the technical requirements for the Goods specified by the Buyer in the Tender Dossier for the Public Tender before signing this Contract, i.e. during inspection of the Goods upon its delivery as well as in the course of the staff training and testing in accordance with article II of this Contract;
  - Buyer's failure to pay the purchase price in accordance with this Contract for more than 60 days after the due date of a relevant invoice;
  - Seller's failure to duly deliver even part of the Goods on the agreed date;
  - Seller's failure to supply Goods possessing the properties declared by the Seller in this Contract, or as the case may be, Annex no. 1.

Once the Contract becomes ineffective, all and any obligations of the Contracting Parties arising from this Contract will cease to exist. The ineffectiveness or termination of the Contract will not affect the existence of the right to claim damages and contractual penalties in case of violation of the contractual obligations existing before the Contract becomes ineffective, and obligations of the Contracting Parties that are to survive this Contract by their nature or by law.

## VIII.

### Common and Closing Provisions

- 8.1. This Contract becomes valid and effective on the date it is entered into, i.e. on the date of signature by authorised representatives of the Contracting Parties.
- 8.2. Contractual penalties claimed pursuant to this Contract are due thirty (30) days of the date when the party obliged to pay the penalty receives a written notice concerning payment of the contractual penalty from the entitled party, the payment will be credited to the account of the entitled party specified in the heading of this Contract.
- 8.3. All and any changes and amendments to the Contract may only be made by a written agreement of the Contracting Parties. Such agreements must be in the form of numbered amendments to the Contract signed by both Parties and dated.
- 8.4. If any of the Parties is unable to duly perform this Contract due to circumstances preventing it from doing so, the Party will be obliged to inform the other Party about the fact without undue delay and initiate a meeting of the Buyer's and Seller's representatives.

- 8.5. If a reason causing one provision to be invalid only affects a certain provision of the Contract, only this particular provision will be invalid, unless its nature or the circumstances under which it was stipulated indicate that it is not severable from the rest of the Contract.
- 8.6. The Contracting Parties will always strive to reach amicable settlement of possible disputes arising from the Contract. Possible disputes arising from this Contract will be resolved in accordance with the valid laws by local authorities with appropriate competences in the Czech Republic. In accordance with the Civil Procedure Code, Act no. 99/1963, Coll., Section 89(a) as amended, the Contracting Parties stipulate that disputes arising from this Contract or relating to this Contract will be resolved by the district (Okresní soud Plzeň – město) or regional court in Pilsen (Krajský soud v Plzni).
- 8.7. The Contract is made out in four (4) identical copies, each of which is valid as original. Each of the Contracting Parties will receive two (2) identical copies.

The following annex constitutes an integral part of the contract:

Annex No. 1 – Detailed Technical Specification of the Goods;

- 8.8. The Contracting Parties declare that they have read the Contract before signing, and agree with its content without any reservations. The Contract expresses their sincere, real, free and serious will. To demonstrate that these statements are authentic and true, the authorized representatives of the Contracting Parties attach signatures in their own hand.
- 8.9. In case the Seller's residence or place of business is not in the Czech Republic, this Contract will be entered into in the Czech and English languages; in case of any conflict between the language versions, the Czech version shall take precedence. In such a case, four counterparts of the Contract in English and four counterparts of the Contract in Czech will be signed. In case the Seller's residence or place of business is located in the Czech Republic, this Contract will be entered into in the Czech language only.

In Pilsen

In Shakopee, MN USA

Date ..... - 4 -07- 2014

Date 3 JUNE 2014

On behalf of the Buyer:

On Behalf of the Seller:



University of West Bohemia in Pilsen

Doc. PaedDr. Ilona Mauritzová, Ph.D.

Rector

TestResources Inc,

Sean P. O'Fallon

Sales & Engineering Manager

**Annex no. 1 to the Purchase Contract – Specification of the Goods**

**TestResources 574LE Technical System Parameters Configured for**

*University of West Bohemia in Pilsen*

*Contract # 375495 'Measuring Device for Tension and Pressure Uniaxial and Biaxial Mechanical Measurements of Biological Tissues'*

190-30-30 Reaction base/surface

- \* 30 in x 30 in x 2 in (750x750x50 mm) table top space
- \* Stainless steel surface
- \* Accepts 4 actuators and saline bath

Hardware/Frame for vertical mounting of two actuators

- \* Dual columns
- \* 8 in (200 mm) clearance between columns
- \* Designed to mount to 190-30-30 base

E226 Electro Dynamic Actuator with Power Pack (quantity 4)

- \* Static load rating:  $\pm 1.3$  kN (300 lb)
- \* Max frequency: 15 Hz
- \* Max Speed: 420 mm/sec (25,200 mm/min )
- \* Position Encoder Resolution 0.2 micron
- \* Max Stroke: 150 mm (6 inches)
- \* Independent output control channel
- \* Antirotate Fixture
- \* Includes configuration to combine Vertical and Horizontal Actuators

WF100 Miniature Fatigue Resistant Load Cell (quantity 4)

- \* Static rating: 1100 N
- \* Fatigue rating: 450 N
- \* Submersible

TG2 Horizontal Torsional Actuator Rated 2.3 Nm

- \* Rated 2.3 Nm (21 in-lb)

BB-Planar Biobath Transparent Test Chamber

- \* Horizontal Mode (Biaxial)
- \* For tests in water, saline or physiological solution
- \* Input/output ports on back bottom
- \* Oxygen input port

BB 10 Biobath Transparent Test Chamber

- \* Vertical Mode (Uniaxial)
- \* 187 mm W x 250 mm D x 300 mm H with front door
- \* For tests in water, saline or physiological solution
- \* Input/output ports on back bottom

T201 Temperature Controller

- \* Heats liquid and holds temperature constant at 37C



- \* Max Temperature 45C
- \* Compatible with BB-Planar and BB 10 Test Chambers

Tissue Specimen Grips for planar biaxial (set of 4)

- \* System of hooks thread to attach specimens
- \* For samples 5-20mm x 5-20mm (length x width) x 1-2mm (thick)
- \* For use in Air or Bath

G99-001 Delrin Uniaxial Compression Platens

- \* 25 mm diameter Platens (Qty. 2)
- \* Smooth Platen loading surface
- \* Push Rod (Delrin)
- \* Threaded Connection for attaching to Platen & Load Cell

G227SS Stainless Steel Vise Grip – Threaded (quantity 4)

- \* Rated 440 N (100 lb)
- \* Tare weight of G227SS with SS wave jaws (25 x 20 mm) - 0.39 lb (178 g)
- \* For specimens up to 6 mm thick
- \* Female 10-32 UNF (M5) thread

Included bases (jaws) for each G227SS grip

- \* Stainless steel for corrosion resistance

J227BWSS Stainless Steel Tissue Test Jaw - Wave

- \* Corrugated / Wave surface (2 mm deep each jaw)
- \* 20 mm high jaw x 25 mm wide

J227BSS Stainless Steel Smooth Surface Jaw

- \* Smooth Surface Jaw
- \* 10x25 mm wide clamp area

J227BPSS Stainless Steel Serrated Pyramid Jaw

- \* Cut 45° & hardened for 'bite' (e.g. paper, aluminum, copper, board, wire, soft metals)
- \* 10x25 mm wide clamp area

G140K2P-0.07-3 Lightweight Dual Side Pneumatic Grip

- \* Rated 7000 g (70 N; 16 lb) at 100 psi
- \* For specimens up to 3 mm thick

Included bases (jaws) for each G140K2P Grip

J140BP Serrated Pyramid Jaw

- \* Serrated Jaws - 15 X 15 mm (0.6" X 0.6")

J140B Smooth Jaw

- \* Flat/Smooth Jaws - 15 X 15 mm (0.6" X 0.6")

G240KSS Stainless Steel Screw Vise Grip

- \* Rated 2.2 kN (500 lb)
- \* Stainless steel for use in saline bath and other media
- \* For specimens up to 8 mm (0.32") thick depending on jaw selection
- \* 2 sets of two

Included bases (jaws) for each G240KSS Grip

J240KBW30-SS Stainless Steel Tissue Test Jaw - Wave

- \* Wave or Corrugated Jaw
- \* For tissues in saline bath
- \* 30x30 mm wide clamp area
- \* Stainless steel

J240KBP30 Serrated Pyramid Jaw

- \* Cut 45° & hardened for 'bite' (e.g. paper, wire and soft metals)
- \* 30x30 mm wide clamp area

J240KBG30

- \* Rubber surfaced jaw
- \* Protects thin samples (film, filaments, fibers, aluminum)
- \* 30x30 mm wide clamp area

J240KB30 Smooth Surface Jaws

- \* Smooth steel surface
- \* 1.2" x 1.2" (30 mm)
- \* 30 x 30 mm

G99-140 Ultra light weight mini-vice grips:

- \* Made from delrin
- \* 2mm specimen gap
- \* 20mm wide specimens

G99-015 Potting Cup Sample Grips

- \* 2" I.D. Bore Deglazed for better adhesion
- \* 2" height of the bore
- \* 15.9mm (5/8") female cup adapters with a hole for an 8mm dia. cross pin
- \* Stainless Steel construction

VIC-Gauge 2D Real-Time Digital Image Correlation System including

- \* Vic-Gauge 2D Image Correlation Software
- \* Real-Time Virtual Strain Gauge and/or Extensometer Output (2 channels max)
- \* One VGA Digital Camera (640 x 480 @ 200 fps)
- \* One 8-Channel USB analog data acquisition system for Real-Time I/O Communication
- \* One Schneider Compact Series 50mm Lens
- \* One LED Lighting System with Gooseneck Positioning Arm
- \* One Aluminum Channel Mounting System for above sample measurement

Strain Control with Vic-Gage

- \* Software to convert Vic-Gage real time camera to enable strain control
- \* Synchronization integration with servo controller and DAQ
- \* Performs quasistatic (2 Hz max) strain control
- \* Adjustable gage length and strain range

2370 Series High Performance 4 Channel Servo controller

- \* For complete Laboratory Control of System
- \* 4 Position Encoder, 4 Load conditioners with 24 bit analog data conversion

- \* 2 Hi Level (+/-10V) inputs
- \* Auto calibration on all strain channels

#### 2370 32 Bit Test Software Products

- \* Real-Time Test Controller for experiment monitoring and waveform control
- \* Includes linear and user defined loading in Sinewave, Saw-tooth, or rectangular
- \* Tension, compression, & biaxial loading in Stroke, Load, & Strain
- \* Data output of length, force, and time as well as all other feedback inputs.
- \* Perform creep stress, stress-relaxation, and user defined test profiles
- \* MTL32 MachineBuilder Software
  - Allows multiple machine configurations for Horizontal and Vertical setups
  - Standard Factory and User Calibration of each channel
- \* TestBuilder Software for Biaxial and Uniaxial Testing
  - Generates Measurement Reports
  - Data recording of engineering values
  - Spreadsheet data to MS Excel or TEXT.
  - Data reduction options for real time data logging and during data exporting

#### Computer with Microsoft Excel for 2360/2370 Controllers

- \* Processor (3.3 GHz min)
- \* Win7 Professional (x32) or later
- \* 32 GB RAM Minimum
- \* 500 GB HD Minimum
- \* Optical drive DVD-RW
- \* Dual Output Video card
- \* 22" Flat Panel Monitor Minimum
- \* Integrated GLan Networking Card & Networking Cables as Needed
- \* Keyboard & Mouse
- \* Installation, startup, setup and checkout service included
- \* Microsoft Excel Software Program
- \* Meets or exceeds minimum CPU 4000 performance point rating
- \* Control Software Preinstalled with Backup Media Provided
- \* Includes all security (dongle) necessary to operate software
- \* Backup UPS source for minimum 10min control shutdown of PC & Test Controller

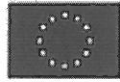
#### System Installation, Commissioning, & Supporting Services

##### Project Management Services

- \* Operational Manual and documentation in English
  - supplied in hardcopy and on disk
- \* All software will be supplied including licenses
- \* System checkout and calibration
- \* Phone and online support
- \* Packing for Export
- \* DDU Shipment to Destination of University of West Bohemia in Pilsen

##### System on Site Services

- \* Commissioning of complete system



- \* 12 Onsite Performance tests of Flawless Operation
- \* User training of two people for minimum of 6 hours
- \* Full Training to operate complete system as configured
- \* Lodging, local travel, per diem
- \* Air travel

#### Warranty of Operation

- \* Free from defects in materials and workmanship for 24 months from date of delivery
- \* Service and Maintenance of System per phone & online support from factory during Warranty Duration
- \* Repair Parts as required available for project sustainability phase.