



SOLE SOURCE CERTIFICATE AND POSTING NOTICE

(Greater than \$150,000)

A sole source procurement is when you make a request to purchase product(s) and/or service(s) without competition when competition is otherwise required. This means that product/service is unique and that the supplier is the only supplier that can provide the product or service. In accordance with the authority granted under applicable Florida law and UCF Regulation 7.130, the following documentation is submitted in support of this request.

This form and related documentation shall be submitted through Workday Help using case type Waivers and Sole Source. Please do not attach to a requisition or send via email for review and approval.

WD case subject title should have common structure for easy tracking, to include:

- Exemption type (Sole Source)
- Supplier name
- Purchase amount

The completed sole source must be approved in the following order. **Please be sure to obtain all required signatures before submitting the form to Procurement Services.**

- PI/Researcher/Director/Chair
- President/Vice President/Dean
- Procurement Specialist
- Procurement Services Manager or Associate Director
- Assistant Vice President for Tax, Payables & Procurement, who will review and provide a recommendation to approve or disapprove the sole source to:
- Chief Financial Officer, who will either directly approve or disapprove the sole source, or forward it to the Provost and Executive Vice President for goods/services related to academia for input prior to making the final decision.

Once the completed sole source is received, Procurement Services in collaboration with kNEXT reviews the documentation provided and determines whether the sole source is valid or if there are additional suppliers that may be able to provide the requested product or service. The sole source review and approval process varies based on the nature of the product/service being requested and the information provided in the requestor's justification, among other factors, so please keep this in mind when submitting the form.

Contingent upon the approval of all the officers/individuals listed, the sole source shall be posted on the UCF Procurement Services website for seventy-two (72) hours. Upon expiration of said posting period, Procurement Services will process a purchase order upon receipt of the requisition.

The usual bidding process shall be conducted if sole source approval is not granted.

PART I: DEPARTMENT AND SUPPLIER INFORMATION

Department Name: Department of Physics

Contact & Phone: 716-429-6122

Product/Service Cost: \$415,294.57

One Time Purchase Term Contract: _____

Multiple Purchases Duration: _____

Company Name: Bluefors

Email: tamanna.joshi@bluefors.com

Contact Person: Tamanna Joshi

Title: Sales representative

Product and/or Service: Bluefors LD250 dilution refrigerator system

PART II: SOLE SOURCE JUSTIFICATION (see pages 4-5)

Only justifications submitted on this form and in the below format will be reviewed for approval. All the listed points MUST be fully answered on the following pages and any additional attached pages as needed. Failure to submit justification as outlined in the format below will **result in the form being returned without review.**

PART III: SOLE SOURCE CERTIFICATIONS

- A. In my professional opinion, this is the only product or service that can reasonably meet my requirement(s)/specification(s), and this is the only supplier who can provide the product or service. I further certify that the information contained herein is true and correct to the best of my knowledge and belief and would withstand any audit or supplier protest.
- B. I, the undersigned, certify that I and/or the user do not have a financial interest in the above named supplier or contractor, and that I am unaware of any conflict of interest related to this purchase.

Han Zhao Digitally signed by Han Zhao
Date: 2024.09.08 23:40:54
+07'00'

Han Zhao

09/08/2024

Signature

Printed Name and Title (PI/Researcher/Director/Chair)

Date

Maggy Tomova Digitally signed by Maggy Tomova
Date: 2024.09.14 16:51:33 -04'00'

Signature

Printed Name and Title (President/Vice President/Dean)

Date

(Delegations not allowed; emails from absent approvers are acceptable)

I, the undersigned, hereby concur with the above justification and support a sole source approval for the above product(s) and/or service(s). Approvals may be documented and supported via email.

See below email for approval

Signature

Printed Name and Title (Procurement Specialist)

Date

See below email for approval

Signature

**Printed Name and Title
(Procurement Services Manager or Associate Director)**

Date

See below email for approval

Signature

**Printed Name and Title
(Asst. Vice President for Tax, Payables & Procurement)**

Date

See below email for approval

Signature

Printed Name and Title (Chief Financial Officer)

Date

POSTING NOTICE

10/14/2024 at 1:00pm EST
Date/Time Posted

10/17/2024
Posting End Date

2500
UCF Control No.

Trinh Nguyen
Procurement Specialist

SOLE SOURCE JUSTIFICATION

Please answer the questions below and attach additional documentation if needed.

1. Describe the product(s) and/or service(s) and anticipated use thereof in layman’s language.

The Bluefors LD250 dilution refrigerator system is a cooling system that can cool the chip-scale devices down to below a base temperature of 10 milli-Kelvin. The extremely low temperature is critical for scientific research on superconducting quantum systems which the lab's research goal is focused on. Superconducting qubits are very sensitive to decoherence arising from environmental thermal noise, and the 10-mK temperature is crucial in mitigating thermal decoherence. The dilution fridge from Bluefors, equipped with its unique configurability and capabilities of DC, microwave and optical characterizations at 10-mK environment, is the enabling tool for the experimental quantum research of the lab.

2. Describe the required specifications or requirements and why are they essential to the accomplishment of your work.

The space at the mixing stage (which is the part of the fridge at 10 mK) should be larger than 250 mm in diameter. This is to ensure the space is enough to accommodate the necessary RF wiring, the three-axis translational cryogenic piezo-positioner system (for optical fiber-chip coupling) and the chip packaging.

Base temperature should reach 10 mK. This is to ensure the minimum microwave thermal occupation and prevent thermal decoherence of the superconducting qubits.

Cooling power should be larger than 150 uW at 100 mK and no less than 10 uW at 20 mK. The experiments in the lab will involve telecom-band optical laser power incidence at ~10 uW. The cooling power at the base temperature should overcome the optical power absorption. The heat load of the experimental setup involves active components, e.g. the piezo-positioner, which can generate heating in operation. 150 uW cooling power is essential to prevent the overheating and abnormal flow of the cooling substances (He3 and He4).

The number of available vacuum-sealed KF-40 ports should be more than 4. This is to accommodate future installations of superconducting nanowire single-photon detectors in addition to the quoted DC and RF wiring.

A vibration damping system is desired to reduce the oscillations of the optical fiber, which is helpful in stabilizing the fiber-chip coupling for the optical measurements.

Provide the names of other suppliers, products and/or services that you have investigated and explain why they do not meet the required specifications or requirements. It may be helpful to present your information in a table like the one below.

Required Specifications	Supplier 1	Supplier 2	Supplier 3	Supplier 4
	Y/N	Y/N	Y/N	Y/N
	Y/N	Y/N	Y/N	Y/N
	Y/N	Y/N	Y/N	Y/N
	Y/N	Y/N	Y/N	Y/N

The quoted product from Bluefors satisfies the requirements listed above.

The corresponding product from Oxford Instruments is the ProteoxS system, which has only a mixing stage space of 205 mm. The space is not enough for the need of the experiments. Cooling power at 20 mK is 5 uW as reported.

The corresponding product from FromFactor (HPD Cryo) is the LF-400 system. The layout of the mixing stage features large supporting frame and cooling unit. This severely limits the space to place the experimental setup on top of the mixing plate. The fridge does not come with a vibration damping frame system.

Products from Quantum Design and Montana Instruments do not reach a milli-Kelvin base temperature.

3. State in detail why only this and no other product(s)/service(s) will satisfy the department’s requirements. Description may include unique features, compatibility, specifications, availability, delivery time frame etc. (For example, please list the features or special conditions that are unique and only available from one supplier. Note: Price is not a valid reason.)

The Bluefors LD250 dilution refrigerator system can reach a base temperature of 10 mK. The cooling power is 12 uW at 20 mK and 250 uW at 100 mK. The size of the mixing stage is 300 mm in diameter. Four KF40 vacuum ports are available for extension of SNSPD wiring. Moreover, a vibration isolation frame is included to help reduce the mechanical instability. Therefore, the quoted system satisfies all the requirements and specifications as listed in Section 2.

The competitive vendor Oxford Instruments does not provide enough mixing stage space since its ProteoxS system has a mixing plate of only 205 mm in diameter. The vendor FromFactor does not provide vibration damping frame for its LF-400 model in the same segment. Other vendors of cryogenic technologies do not provide models that can reach a base temperature at milli-Kelvin level.

Therefore, to the best of my survey and investigation, the Bluefors LD250 dilution refrigerator system is the only product on the market that satisfies all the requirements for the experimental quantum research in my lab.

4. Are there resellers or distributors? If yes, please list names and contact information.

No

5. Will this purchase obligate UCF to this vendor for future purchases such as maintenance, licensing, or continuing need? ___ Yes No

If yes, please provide details regarding future obligations and/or needs to include number of years and total spending amount of obligations:

6. What efforts have been made to obtain the best pricing available? Please provide an explanation to support the belief that the price is fair and reasonable.

The quote from Bluefors includes a 5% discount offer resulted from the price negotiation. The prices of the products from other vendors are at \$440,000 to \$450,000 without discounts, which is higher than the quote by > \$25,000.

From: [Gerald Hector](#)
To: [Joel Levenson](#)
Cc: [Trinh Nguyen](#); [Nellie Nido](#); [Brian Sargent](#)
Subject: Re: C0101183:Sole Source, Bluefors, \$415,294.57
Date: Sunday, October 6, 2024 9:44:17 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Joel:

This sole source request is approved.

Regards,

Gerald

Sent from my iPhone

On Oct 5, 2024, at 2:17 PM, Joel Levenson <Joel.Levenson@ucf.edu> wrote:

Good afternoon Gerald,

I also support this sole source award. Based on the research conducted, the equipment proposed is the only one that will meet the needs of the PI. Additionally, another sole source award for this equipment has been issued through the National Institute of Standards and Technology.

If you agree, reply all to this email and indicate as such. If you have additional questions, let me know.

Thank you,

From: Brian Sargent <Brian.Sargent@ucf.edu>
Sent: Friday, October 4, 2024 10:30 AM
To: Joel Levenson <Joel.Levenson@ucf.edu>
Cc: Trinh Nguyen <Trinh.Nguyen@ucf.edu>; Nellie Nido <nellie.nido@ucf.edu>
Subject: FW: C0101183:Sole Source, Bluefors, \$415,294.57

Good morning Joel,

I also support this sole source submitted by the Physics Department. The Bluefors product is the only system in the marketplace that meets all the requirements of the research being conducted. Additionally, a search of public records discovered that the National Institute of Standards and Technology issued a sole source for the same product.

Please approve/disapprove and let me know if you have any questions.

Regards,
Brian

From: Trinh Nguyen <Trinh.Nguyen@ucf.edu>
Sent: Thursday, October 3, 2024 3:51 PM
To: Brian Sargent <Brian.Sargent@ucf.edu>
Subject: FW: C0101183:Sole Source, Bluefors, \$415,294.57

Hi Brian,

I have reviewed the attached sole source and can support it with the following reasons. Can you please also review to see if you agree or not.

Vendor: Buefors
Product: Bluefors LD250 Dilution Refrigerator System
Total Amount: \$415,294.57
Dept: Physics

Requirement: The department wants to purchase a dilution refrigerator system for their research on superconducting quantum systems. The required specifications are listed below.

Research Conducted: The PI listed three suppliers that can provide similar quantum system and confirmed that to the best of his knowledge, these suppliers are the only ones out in the market that can provide the system needed for their research and concluded that the Bluefors LD250 is the only one that can meet all requirements.

Required Specifications	Bluefors LD250	Oxford Instrument ProteoxS	Factor (HPD Cryo) LF-400
System can reach a base temperature at milli-Kelvin level	Yes	Yes	Yes
Mixing stage should be larger than 250mm in diameter	Yes	No	Yes
Base temperature should reach 10mK	Yes	Yes	Yes
Cooling power should be larger than 150 uW at 100 mK and no less than 10 uW at 20 mK.	Yes	No	Yes
The number of available vacuum-sealed KF-40 ports should be more than 4	Yes	No	No
A vibration damping system is desired to reduce the oscillations of the optical fiber	Yes	No	No

- The ProteoxS system from Oxford Instrument only has a mixing stage space of 205mm in diameter which is too small for the experiments need. Also, the cooling power is 5 uW at 20mK and it needs to be at least 10uW at 20mK for experiments that will involve telecom-band optical laser power incidence at ~10 uW.
- The HPD Cryo system from Factor has a mixing stage layout that features large supporting frame and cooling unit which will limit the space to place the experimental setup on top of the mixing plate.
- Both the ProteoxS and HPD Cryo systems does not come with a vibration damping frame system which is needed to reduce the oscillations of the optical fiber to help stabilize the fiber-chip

coupling for optical measurements. In addition, these two systems do not have more than 4 vacuum-sealed KF-40 ports available to accommodate future installations of superconducting nanowire single-photon detectors.

There are no distributors or resellers for this system. It's being purchased directly from the manufacturer.

Price is fair and reasonable: The price is deemed fair and reasonable given that the Bluefors LD250 system meets all the requirements while the other two systems cannot. Bluefors offered a 5% discount from price negotiation and their system is approximately \$25K lower in cost than the other vendors that are priced at \$440,000 to \$450,000.

HigherGov:

NIST (National Institute of Standards and Technology) had posted the below notice of intent to sole source in May 2024 for this exact same dilution Refrigerator from Bluefors with similar specs needed for quantum research such as the dilution refrigerator must reach 10mk temperature to achieve vibration isolation. The extremely low temperature is critical for scientific research on superconducting quantum systems which the UCF lab's research goal is focused on.

<https://www.highergov.com/contract-opportunity/dilution-refrigerator-with-vibration-frame-noi-24-01473-s-a5218/>

<image001.png>

<image002.png>

<image003.png>

Thanks,
Trinh

From: Han Zhao <han.zhao@ucf.edu>
Sent: Tuesday, October 1, 2024 12:13 PM
To: Trinh Nguyen <Trinh.Nguyen@ucf.edu>
Cc: Sierra Cliburn <Sierra.Cliburn@ucf.edu>
Subject: Re: C0101183:Sole Source, Bluefors, \$415,294.57

Hi Trinh,

Please see below the clarification.

Thank you,
Han

Required Specifications	Bluefors LD250	Oxford Instrument ProteoxS	Factor (HPD Cryo) LF-400
System can reach a base temperature at milli-Kelvin level	Yes	Yes	Yes
Mixing stage should be larger	Yes	No	Yes

than 250mm in diameter			
Base temperature should reach 10mK	Yes	Yes	Yes
Cooling power should be larger than 150 uW at 100 mK and no less than 10 uW at 20 mK.	Yes	No	Yes
The number of available vacuum-sealed KF-40 ports should be more than 4	Yes	No	No
A vibration damping system is desired to reduce the oscillations of the optical fiber	Yes	No	No

From: Trinh Nguyen <Trinh.Nguyen@ucf.edu>
Sent: Tuesday, October 1, 2024 7:55 AM
To: Han Zhao <han.zhao@ucf.edu>
Cc: Sierra Cliburn <Sierra.Cliburn@ucf.edu>
Subject: FW: C0101183:Sole Source, Bluefors, \$415,294.57

Hi Dr. Zhao,

Hope all is well. I'm reviewing your SS for the Bluefors system and need clarification on whether the other two systems can meet the below requirements or not for my understanding.

Required Specifications	Bluefors LD250	Oxford Instrument ProteoxS	Factor (HPD Cryo) LF-400
System can reach a base temperature at milli-Kelvin level	Yes	Yes	Yes
Mixing stage should be larger than 250mm in diameter	Yes	No	?
Base temperature should reach 10mK	Yes	?	?
Cooling power should be larger than 150 uW at 100 mK and no less than 10 uW at 20 mK.	Yes	No	?
The number of available vacuum-sealed KF-40 ports should be more than 4	Yes	?	?
A vibration damping system is desired to reduce the oscillations of the optical fiber	Yes	?	No

Thank you,
Trinh Nguyen
 Procurement Specialist
Knights Experience Team (kNEXT)
 University of Central Florida
Trinh.Nguyen@ucf.edu
 ☎ 407-823-5889
ucf.edu • kNEXT.ucf.edu • [Workday Help](#)

From: Brian Sargent <Brian.Sargent@ucf.edu>
Sent: Thursday, September 19, 2024 9:27 AM
To: Trinh Nguyen <Trinh.Nguyen@ucf.edu>
Cc: Sierra Cliburn <Sierra.Cliburn@ucf.edu>
Subject: C0101183:Sole Source, Bluefors, \$415,294.57

Good morning Trinh,

Please review this sole source for Dr. Zhao.

Regards,

Brian

<Sole-Source_Zhao.pdf>
<Q-06692 - 8.pdf>

Quote

Seller: Bluefors Inc

Contact person: Tamanna Joshi, tamanna.joshi@bluefors.us

Seller's technical contact: Tamanna Joshi, tamanna.joshi@bluefors.us

For purchase orders: orders@bluefors.us

Offered to: Han Zhao, zhaohan89063@gmail.com
University of Central Florida
Orlando
United States

Delivery term: DAP FL, US Incoterms 2020

Ship to: University of Central Florida
UCF Department of Physics, 4111 Libra Drive, Physical Sciences Bldg. 430
Orlando
Florida 32816
United States

Our reference: Q-06692-9

Payment terms: 30 Net

Offer date: 10-04-2024

Valid until: 10-30-2024

Revisions: Rev. 9 Pending with Procurement 2024-10-04

Quoted products				
This section displays all quoted products				
LD250 System with Basic Frame				
Row	Product	QTY	Unit price, USD	Price, USD
1	<p>LD250 dilution refrigerator system</p> <p>Specifications of the bare system without added options:</p> <ul style="list-style-type: none"> • Base temperature: < 10 mK (8 mK expected)** • Cooling power: > 12 μW at 20 mK** • Cooling power: > 250 μW at 100 mK** • Cooling power: > 360 μW at 120 mK** <p>**All data measured on experimental flange away from mixing chamber</p> <p>Integrated features includes:</p> <ul style="list-style-type: none"> • edge-welded bellow assembly for mounting pulse tube for reduced vibration amplitudes • temperature controller • Software related to the fridge operation 	1	343 500,00	343 500,00
2	<p>PT415-RM Cryocooler</p> <p>Cryomech model PT415-RM cryocooler.</p> <p>PTR Voltage: 440V 60Hz</p>	1		Included
3	<p>Temperature controller</p> <ul style="list-style-type: none"> • 8-channel resistive temperature measurement • Four heater controls operational in manual or closed-loop mode • Intuitive device touchscreen and web interface • API enabled via ethernet connection 	1		Included
4	<p>Standalone Control Unit</p> <p>Standalone control unit with 610 x 645 mm table size.</p>	1		Included
5	<p>System Voltage: 115V 60Hz</p> <p>Single phase power for Gas Handling System and Control Unit.</p>	1		Included
6	<p>4K Heater Kit</p>	1	3 073,67	3 073,67

	<ul style="list-style-type: none"> • Resistive heater at the 4K flange for faster warm-up • 40W (10 Ohm 2A max) • All cabling and heat sinking • Integrated with system control software 			
7	<p>Upgrade to Basic Vibration Isolation Frame</p> <p>• Upgrades basic support frame to heavy-duty support frame • Adds machined aluminium top plate (~200 kg) for mounting the cryostat</p>	1	21 569,60	21 569,60
8	<p>2-section Vacuum Can</p> <p>Aluminum vacuum enclosure divided in two sections.</p>	1		Included
9	<p>Sample Space: See system drawing</p> <p>Please refer to the supplied cryostat drawing for further details.</p>	1		Included
10	<p>Packing cost</p> <p>Ready for AIR/ROAD export.</p>	1	4 637,46	4 637,46
11	<p>NRTL Certificate</p>	1		Included
12	<p>Lab Layout Design</p> <p>Single installation layout design for 1x Bluefors system. Note: Installation in a RF-shielded space requires purchasing a dedicated component upgrade package (extra feedthroughs, electrical isolation, etc.). Please notify Bluefors in advance if you plan to do such an installation.</p>	1	5 284,55	5 284,55
13	<p>System installation and commissioning</p> <p>Installation and commissioning of one Bluefors system.</p> <p>Travel zone: Zone E</p> <p>System type: LD system</p> <p>System configuration: Special support frame</p>	1	15 513,94	15 513,94
14	<p>Shipping Cost</p> <p>Delivery according to the delivery terms.</p>	1	9 570,41	9 570,41

Note: Includes insurance. White-glove service is not included.

Quoted products				
This section displays all quoted products				
Wiring				
Row	Product	QTY	Unit price, USD	Price, USD
15	DC installation Set: WireBox 3x Fischer Room temperature break-out box with 3x fischer connectors.	1	296,58	296,58
16	Amplifier Wiring: 4 LNA Wiring for powering up to 4 LNA & IS/CI including mounting parts <ul style="list-style-type: none"> • 4 twisted-triple wires (35 AWG copper) from the room temperature connector box (one 24-pin FISCHER) to the 4K Flange (nano-D) • Bias cable for 1-4 LNAs • Nano-D Clamp 4 AU • 2x mounting beam 80mm AU • 2x mounting bracket 86 mm AU • 8x adapter AU • 8x SMA-SMA coaxial assembly 50 Ohm Cu 2.19, 300mm 	1	6 255,18	6 255,18
17	Wiring for positioners and scanners Includes <ul style="list-style-type: none"> • 6x low-ohmic wires for positioners (< 5 Ohm) • 18x wires for scanners and measurements (Cu+PhBr) • Room temperature: connector box with 24-pin FISCHER • 4K and MXC flange: 24 pin micro-D connector 	1	6 740,50	6 740,50
18	DC Wiring: 12x phosphorbronze twisted pairs from RT to MXC with break-out at 4K Twisted pair experimental wiring (36 AWG Phosphor Bronze) from room temperature connector box (24-pin FISCHER) to MXC flange. Intermediate Micro-D break-out at the 4K flange. Termination with MicroD break-out at the MXC flange.	1	5 500,25	5 500,25
19	RF Installation Set KF40 4x SMA RT-4K	1	1 243,73	1 243,73

	Installation set KF40 for 4x SMA lines from RT to 4K: Vacuum KF40 flange with 4x hermetic SMA feed-throughs plus 1x aluminium and 1x gold thermal anchoring flanges with F/F SMA bulkheads for 50K and 4K stages.			
	RF Installation Set KF40 4x SMA 4K-MXC	1	1 725,57	1 725,57
20	Installation set KF40 for 4x SMA lines from 4K to MXC: gold plated copper thermal anchoring flanges with F/F SMA bulkheads for Still, Cold Plate and MXC.			
	Semi-rigid Coaxial Lines (18 GHz)	1	5 866,93	5 866,93
21	RT-4K: 2.19mm SCuNi-CuNi (SMA) 4K-MXC: 0.86mm NbTi-NbTi (SMA)			
	Semi-rigid Coaxial Lines (18 GHz)	3	2 124,60	6 373,80
22	RT-4K: 0.86mm SCuNi-CuNi (SMA) 4K-MXC: 0.86mm SCuNi-CuNi (SMA)			

Quoted summary		
Quoted solution	Lead time	Amount, USD
LD250 System with Basic Frame	6 months after order confirmation	403 149,63
Wiring	6 months after order confirmation	34 002,54
	Subtotal:	437 152,17
	Discount:	-21 857,60
	Grand total:	415 294,57

Payment term(s)			
No.	Payment term	Percentage	Amount, USD
1	40% upon order	40	166 117,83
2	50% upon delivery	50	207 647,29
3	10% upon on-site acceptance	10	41 529,46
Total:			415 294,57

Terms & Conditions	
No.	Description
1	The Bluefors Inc. General Terms and Conditions of Sale (February 1, 2024) apply unless specifically otherwise agreed between the parties in a written document signed by authorized representatives of both parties.
2	The price shall be net of Taxes. Seller is entitled to add any applicable Taxes to the Contract Price unless the Buyer provides exemption documentation within 30 days of submitting its purchase order
3	Any delivery date or schedule provided in this Quote or otherwise is preliminary and not binding. Bluefors will estimate the actual delivery time upon receiving the customer's order.

Privacy Notice

- Bluefors may store name, title, organization and contact information of an individual who has contacted Bluefors directly in a database on a secured server. The information is stored and processed only by persons authorized by Bluefors for the purpose of handling the customer relation. Customer information is kept as long as necessary for maintaining the customer relationship unless otherwise required by law.
- Contact persons have the right to request to view, update or remove their information any time by contacting privacy@bluefors.com. They also have the right to request restriction of processing their personal data or object to the processing and to lodge a complaint with the supervisory authority.
- For more detailed information, please see the full privacy notice at [BLUEFORS.COM](https://bluefors.com)

1 GENERAL

- 1.1 These general terms and conditions of sale (hereinafter "**General Terms**") shall apply to sale of Products and Installation Services (as defined below) by Bluefors Inc. (hereinafter the "**Seller**") to its customer (hereinafter the "**Buyer**"). In these General Terms the Buyer and the Seller shall be referred together as the "**Parties**" and each individually as the "**Party**".
- 1.2 The Buyer shall be deemed to have accepted these General Terms by signing a Contract with Seller that refers to these General Terms, issuing a purchase order to Seller which Seller accepts or confirms in a writing referring to these General Terms, accepting offer from Seller that refers to these General Terms, accepting delivery of Products or Installation Services from Seller, or any action indicating assent to these General Terms, unless, in any such case, specifically otherwise agreed in writing between the Parties. These General Terms override any additional or conflicting terms or conditions included in the Buyer's order or otherwise referred by the Buyer unless such are agreed by the Seller in writing. Unless so agreed by the Seller, any additional or different terms proposed by the Buyer are objected to and rejected and will be deemed a material alteration hereof.
- 1.3 In the event of any conflict between any provision of these General Terms and any other contractual documents that cannot otherwise be reconciled, the following order of precedence shall apply:
- (i) the Contract
 - (ii) Seller's offer
 - (iii) these General Terms

2 DEFINITIONS

In these General Terms, the following terms shall have the meanings hereunder ascribed to them:

- 2.1 "**Contract**"
- The written agreement between the Parties concerning delivery of the Product and Installation Services (if included), and all appendices, including agreed amendments and agreed additions to the said documents or the Seller's written order acknowledgement of the Buyer's order.
- 2.2 "**Contract Price**"
- The sum, net of Tax, to be paid for the Product and/or Installation Services.

Contract Price is given for the delivery term stated in the offer.

- 2.3 "**End User**"
- The Buyer or another entity approved by the Seller as the end user.
- 2.4 "**Force Majeure**"
- An event that prevents, restricts, interferes with or makes commercially impracticable, the performance of the contractual obligations of a Party. Such events shall include war, rebellion, natural catastrophe, general interruption in energy distribution, fire, epidemic or pandemic, compliance, voluntary or involuntary, with a direction or request or instructions of any local government, international, national, governmental, or other competent authority, strike, embargo, or some other equally significant and unusual event independent of the Parties which the affected Party could not have reasonably taken into account at the time of conclusion of the Contract and the consequences of which the Party could not reasonably have avoided or overcome.
- 2.5 "**Installation Services**"
- Services regarding on-site or remote installation of the Product at the Site.
- 2.6 "**Product**"
- Each product item that the Seller shall deliver in accordance with the Contract.
- 2.7 "**Site**"
- The place where the Product shall be installed in accordance with the Contract.
- 2.8 "**Tax**" or "**Taxes**"

All foreign and domestic federal, state and local taxes, rates, levies, adders, assessments, surcharges, duties and other fees and charges of any nature, whether currently in effect or adopted during the Term, including ad valorem, consumption, excise, franchise, gross receipts, import, export, license, property, sales, stamp, storage, transfer, turnover, use or value-added taxes, payroll, unemployment, and any and all items of withholding, deficiency, penalty, addition to tax, interest or assessment related to such Taxes.

3 PRODUCT INFORMATION

- 3.1 All information and data contained in general product documentation and price lists shall be binding only to the extent that they are by reference expressly included in the Contract.

4 TECHNICAL DOCUMENTS

- 4.1 All drawings and other technical documents regarding the Product and the Installation Services submitted by one Party to the other, prior or subsequent to the formation of the Contract, shall remain the property of the submitting Party and subject to Section 16 (*Confidentiality*) below. Drawings, technical documents, or other technical information received by one Party shall not, without the consent of the other Party, be used for any other purpose than that for which they were submitted. They may not be copied or reproduced without the consent of the submitting Party.

5 SELLER'S OBLIGATIONS

- 5.1 The Seller shall manufacture and deliver the Product to the Buyer.
- 5.2 The Seller shall adhere to the Buyer's instructions and rules at the Site, to the extent communicated to the Seller.
- 5.3 The Seller may use subcontractors in the performance of the Contract. The Seller shall ensure that its subcontractors co-operate with all parties involved in the performance of the Contract. The Seller shall be responsible for the actions of its subcontractors as for its own.
- 5.4 The delivery of the Product and Installation Services and any related actions shall be executed applying the Seller's work methods and quality system unless otherwise agreed.
- 5.5 Unless otherwise agreed in writing, the Seller shall test the Product in accordance with the Seller's practice and the Seller shall notify the Buyer in writing when the Product is ready for dispatch.

6 BUYER'S OBLIGATIONS

- 6.1 The Buyer shall ensure that it will not transfer the Product to any third party, or permit any third party to use the Product, other than the End User without the Seller's prior written approval.
- 6.2 The Buyer agrees to perform the tasks for which the Buyer is responsible in conformity with the Contract documents, with due care, and the Seller's pre-installation guide as provided herein and therein.
- 6.3 The Buyer shall provide the Seller with sufficient and correct information required for the performance of the Contract. The Buyer shall be responsible for the information and instructions provided to the Seller. In particular the Buyer shall without delay and in any case not later than within

fifteen (15) days after the receipt of the Seller's questions, answer all questions regarding configuration of the Product. The Buyer acknowledges that the Seller cannot start production of the Product before receiving all requested information. In case the Seller cannot perform its contractual obligation under the Contract due to the Buyer's failure to perform its obligations, the Seller shall be excused from the obligation. The Seller may, at its option, cancel the Contract or extend the agreed schedule in case the delay is caused by the Buyer's failure to perform its obligations.

- 6.4 The Buyer shall designate and make available sufficient personnel resources in order to carry out the Buyer's tasks and obligations and shall reserve adequate time for their duties.
- 6.5 The Buyer shall ensure that its subcontractors act in co-operation with all other parties involved in the performance of the Contract.
- 6.6 The Buyer shall ensure that the Product can be delivered at the Site on the agreed date, the Site has been prepared in accordance with the Seller's pre-installation guide and that installation can be started and continued according to the agreed time schedule.
- 6.7 The Buyer shall be responsible for the health and safety at work at the Site of the employees of the Seller and Seller's subcontractors.

7 PRICE AND PAYMENT

- 7.1 The Buyer shall pay the Contract Price and the reimbursement for the costs as agreed in the Contract.
- 7.2 Unless otherwise stated in the Contract, the currency used is USD.
- 7.3 The Seller shall have the right to amend the Contract Price due to increases in raw material and similar costs. If the Contract Price is in any other currency than USD, the Seller shall have the right to amend the Contract Price to reflect the currency exchange rate fluctuations.
- 7.4 Unless otherwise stated in the Contract, the Contract Price shall be payable in the following payment positions when Installation Services are included:
- (i) 40 % of the Contract Price shall be invoiced and payable upon execution of the Contract as a non-refundable upfront payment.

- (ii) 50 % of the Contract Price shall be invoiced and payable upon written notice that the Product is ready for dispatch from the place of manufacture.
 - (iii) The remaining part of the Contract Price (10 %) shall be invoiced and payable upon acceptance of the Product in accordance with Section 12.
- 7.5 Unless otherwise stated in the Contract, the Contract Price shall be payable in the following payment positions if the Product will be installed without the Seller's Installation Services:
- (i) 40 % of the Contract Price shall be invoiced and payable upon execution of the Contract as a non-refundable upfront payment.
 - (ii) 60 % of the Contract Price shall be invoiced and payable upon written notice that the Product is ready for dispatch from the place of manufacture.
- 7.6 The price shall be net of Taxes. All state and local sales, use, transfer or similar taxes due and payable upon the purchase of Products by Buyer will be paid for by Buyer to Seller and Seller is entitled to add any applicable Taxes to the Contract Price.
- 7.7 If it is the expectation of the Parties that the transfer contemplated by the Contract shall be exempt from state and local sales, use, transfer or similar taxes, Buyer will provide valid exemption documentation to Seller prior to execution of the Contract. If, however, any such sales, use, transfer or similar tax is imposed by any state, local authority or jurisdiction on the transfer of the Products as contemplated herein, Buyer shall bear and be responsible for the payment of the amount of such tax (including any related interest or penalties). Upon receipt of notice of any such tax or imposition, the Party receiving the notice shall promptly provide a copy to the other Party. Either Party may, at its own cost and expense, commence and participate in a contest of the validity, applicability or amount of any such tax or other imposition.
- 7.8 Further, each Party will, upon request by the other Party, provide such other Party with any forms, documents, or certifications as may be required for such other Party to satisfy any information reporting or withholding Tax obligations under applicable law with respect to any payments under the Contract.
- 7.9 Unless otherwise agreed payment shall be made 14 days from the date of the invoice.
- 7.10 Interest on overdue payments shall accrue at a rate equal to the lesser of eight (8) per cent per annum or the maximum rate permitted by applicable law for any delay in excess of 14 days from the date of the Seller's invoice or the agreed due date, whichever is the later, from the applicable date until the date of payment. Buyer shall pay the Seller's reasonable costs of collection, including attorneys' fees and other legal expenses.
- 7.11 If the Buyer fails to pay by the due date, the Seller may, upon written notice to the Buyer, suspend performance until payment is made.

8 DELIVERY

- 8.1 If a Party becomes aware of any circumstance causing a delay in the delivery of the Product or Installation Services, it shall immediately notify the other Party in writing. The Parties shall then mutually agree on the actions required.
- 8.2 The Seller shall send a notification to the Buyer when the Product is ready for dispatch. If the Buyer requires postponement of the delivery or is unable to take delivery upon the agreed date, the Buyer shall reimburse the Seller for all costs and expenses associated with the postponement of the delivery, including without limitation storage costs.
- 8.3 If the Buyer is unable to take delivery upon the agreed delivery date, the Seller is entitled to invoice the remaining unpaid Contract Price.
- 8.4 Subject to the Buyer's approval the Seller shall have the right to deliver the Product before the agreed delivery date.
- 8.5 The Seller may ship the Products in installments each constituting a separate independent transaction. If the Products are shipped in installments the Seller may invoice separately the payment positions for each shipment in accordance with Section 7.4 or 7.5 (as applicable) regardless of whether such Product or shipment of Product was bundled with other Products or shipments of Products in the Contract.
- 8.6 Unless otherwise stated in the Contract, the delivery term is DAP (Site) Incoterms 2020 except that the delay or demurrage charges are to be borne by the Buyer if such delay or demurrage is not due to the Seller's actions or failures to act. The Seller shall deliver the Product to the loading point of the Buyer's building. The Buyer is responsible for

unloading and moving the Product to the Site.

9 ASSIGNMENT

- 9.1 Neither Party may assign or delegate all or any portion of its obligations under the Contract without the prior written consent of the other, which consent shall not be unreasonably withheld. Any purported assignment in violation of the foregoing shall be void. Notwithstanding the foregoing, the Seller may assign or transfer the Contract and its rights and obligations under the Contract (i) to its affiliate, (ii) in connection with a sale of all or substantially all of the Seller's assets or business, (iii) a change of control or similar transaction directly or indirectly affecting the Seller shall not be considered an assignment for purposes of this Section, and (iv) nothing herein shall limit the Seller's ability to assign the right to receive any amount payable hereunder for financing purposes.

10 RETENTION OF TITLE

- 10.1 Unless otherwise agreed the title to the Product shall not pass to the Buyer until the Contract Price is paid in full. The Buyer shall be responsible for keeping the Seller's Product apart from the Buyer's or third party's property and to mark the Seller's Product so that it can be identified to be Seller's Product. The retention of title shall not affect the passing of risk under applicable delivery term. Insofar as any Uniform Commercial Code or similar filing is necessary or advisable under applicable law in order to protect the Seller's interests, the Buyer agrees to cooperate with the Seller in executing and effectuating such filings.

11 CHANGES

- 11.1 Except where otherwise provided in these General Terms, all changes to the Contract and the effect of the changes to the price, delivery time and or warranties shall be agreed separately in writing.
- 11.2 If the Buyer wishes to request a change in the originally agreed-upon Products or their specifications, the Buyer shall notify the Seller in writing of such a request. The Seller reserves the right to accept or reject any proposed change in the Products or their specifications. If the Seller accepts the change, the Buyer shall be responsible for paying additional fees imposed by the Seller with respect to the change, including but not limited to the cost of the new goods, production adjustments, and related expenses, and the Seller may adjust the Contract Price accordingly.

12 INSTALLATION AND ACCEPTANCE OF THE PRODUCT

- 12.1 The Seller shall send to the Buyer the pre-installation guide before dispatch of the Product.
- 12.2 The Buyer shall ensure that the pre-installation guide is followed and the premises where the Product is delivered are in accordance with the guidance, including the availability of necessary tools and equipment as well as water and electricity. The Buyer shall also, at its own cost, make available necessary assistance for unpacking the Product and make any required electricity and water installations at the Site.
- 12.3 The Buyer shall be responsible for obtaining all necessary permits and/or licenses that are needed to install the Product.

If Installation Services are included the provisions in the following Sections 12.4-12.9 shall apply:

- 12.4 The Buyer shall provide the Seller with access necessary for the Seller to provide the Installation Services and install the Product. The Seller shall, upon notice to the Buyer, have the right to use subcontractors in providing the Installation Services and the subcontractors shall have the same right to enter the Buyer's premises as the Seller has.
- 12.5 The Seller notifies the Buyer when the installation of the Product has been completed. Each Product shall be accepted upon completion of its installation. The Seller shall conduct the product testing in adherence to the Seller's established testing practices and protocol to confirm the fulfillment of the key technical specifications as stipulated in the Contract. Upon successful completion of the product test, the Buyer agrees to immediately sign the acceptance certificate for the Product. The Buyer shall immediately notify the Seller in writing of any errors it has detected during the testing. The Seller shall correct any errors discovered during the testing without undue delay. Acceptance will not be prevented by minor errors that do not prevent the Product from being used for the agreed purpose or prevent its operation. However, the Seller shall correct such errors and defects free of charge and without any undue delay. The Product shall be automatically deemed fully accepted by the Buyer if the Buyer takes the Product into use or at the latest 30 days after the installation date of the Product in the absence of a

substantiated written notice of errors, whichever occurs first.

- 12.6 If the Seller is not able to correct the errors, Seller shall be entitled, at its option, and as its sole obligation and liability and the Buyer's sole right and remedy, to replace the Product or the part in question free of charge or at the Seller's sole discretion, refund to the Buyer the price of the Product or the defective part of the Product.
- 12.7 The Seller retains the right to assign the Installation Services to be performed by any affiliate located in the country where the Product is installed, in which case the Installation Services will be invoiced separately by such affiliate.
- 12.8 The Seller is entitled to invoice the remaining unpaid Contract Price in the event (except for a reason solely attributable to the Seller):
- (i) the commencement of the installation of the Product is delayed more than 45 days from the scheduled installation date; or
 - (ii) if no scheduled installation date is agreed, the commencement of installation is delayed by more than 45 days from the agreed delivery date.
- 12.9 The Seller retains the right to perform the Installation Services remotely ("**Remote Support**"). In such case, the Seller will instruct the Buyer's representatives as necessary to accomplish the Installation Services remotely. The Seller agrees that all Remote Support will be subject to the same warranties provided in these General Terms, provided, however, that the Seller shall not be responsible for the Buyer's or its representatives' failure to follow the Seller's explicit instructions as provided while furnishing the Remote Support. The Buyer shall indemnify and hold the Seller harmless from and against all claims, liability, cost, or damage arising out of the performance of Remote Support if the Buyer fails to follow the Seller's explicit instructions during Remote Support. Any materials or information provided by the Seller to the Buyer or its representatives during Remote Support are subject to Section 16 (*Confidentiality*) below.

Section 12.10 shall apply instead of Sections 12.4-12.9 above if the Product is installed or commissioned without the Seller's Installation Services:

- 12.10 The Buyer shall follow the Seller's guidance and procedures provided by the Seller for installation of the Product. The installation and commissioning of the Product will be performed at the Buyer's sole risk and expense. The Buyer shall inspect the Product and immediately notify the Seller in writing of any errors it has detected during the inspection. The Product shall be automatically deemed fully accepted by the Buyer if the Buyer takes the Product into use or at the latest 30 days after the shipment of the Product, whichever occurs first, unless the Buyer has provided the Seller with a written substantiated notice of errors it has detected during the inspection of the Product and which errors were not caused by the Buyer's installation or commissioning of the Product.

13 WARRANTY

- 13.1 Seller provides a product warranty for the Product in accordance with the Product Warranty Statement attached to these General Terms as [Appendix 1](#). Any additional warranty or service program that the Seller may choose to make available to the Buyer shall be subject to a separate written agreement.
- 13.2 As regards the Installation Services and subject to the above exceptions, the Seller will provide the Installation Services in accordance with the Contract and generally accepted professional standards.
- 13.3 EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 13, THE SELLER MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO ANY PRODUCTS OR SERVICES OR ANY OTHER ITEM OR MATERIAL FURNISHED BY SELLER. IN PARTICULAR, THE SELLER EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND COVENANTS OF MERCHANTABILITY, QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

14 LIMITATION OF LIABILITY; FORCE MAJEURE

- 14.1 EXCEPT FOR DIRECT PROPERTY DAMAGE, DEATH OR PERSONAL INJURY CAUSED BY A DEFECTIVE PRODUCT, IN NO EVENT SHALL THE SELLER BE LIABLE TO THE BUYER, ITS AFFILIATES, ITS AGENTS OR ANY THIRD PARTY FOR LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR SPECIAL DAMAGES, INCLUDING BUT NOT

LIMITED TO ANY DAMAGES FOR LOST REVENUE, INTERRUPTION OF BUSINESS, LOSS OF TECHNOLOGY OR DATA, LOSS OF USE OF THE PRODUCTS, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME, OR THE CLAIMS OF THIRD PARTIES ARISING OUT OF OR RELATED TO THE CONTRACT, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), INDEMNITY, BREACH OF WARRANTY OR OTHER THEORY AND REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THE SELLER'S TOTAL CUMULATIVE LIABILITY UNDER THE CONTRACT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL AGGREGATE AMOUNT PAID BY THE BUYER TO THE SELLER PURSUANT TO THE CONTRACT.

- 14.2 Except to the extent prohibited by applicable law, the Seller's liability under the Contract and Buyer's right to assert claims hereunder shall cease upon the expiration of the applicable warranty period in accordance with Section 13 (*Warranty*) above; provided that the duration of the Parties' obligations of nondisclosure and nonuse set forth in Section 16 (*Confidentiality*) shall be determined under Section 16.
- 14.3 Neither Party shall be liable for delay, loss or damage caused by Force Majeure.
- 14.4 A Force Majeure event suffered by a subcontractor of a Party shall also be considered a Force Majeure event. Each Party shall without delay inform the other Party in writing of a Force Majeure event and the termination of the Force Majeure event.

15 INTELLECTUAL PROPERTY

- 15.1 All intellectual property rights, software, and know-how in and to the Product and Installation Services as well as all documentation for the Product and Installation Services and any and all trademarks or service marks used in connection with the Product and Installation Services shall remain or vest in, and be the exclusive property of, the Seller or its affiliates or third-party licensors.
- 15.2 The Buyer shall have a limited, non-exclusive, non-transferable, and non-sublicensable right to use the intellectual property rights and software that may subsist in the Product only for the purpose of and to the extent necessary for using the

Product. This right shall only be in force for as long as the Buyer is entitled to use and uses the Product in accordance with the Contract and these General Terms. The Buyer shall not reverse engineer, disassemble, decompose, analyse for the purposes of finding out the composition or functionality of the Product or the software, contained in the Product.

- 15.3 Buyer shall use Bluefors' name and marks in identification of the Product and shall respect and protect any copyright, trademark or other markings affixed to the Product. Buyer shall not modify or remove or conceal Bluefors' and its subcontractors' trademarks or other intellectual property markings or business name, logos or other markings affixed to the Product ("**Bluefors Trademark**"). Buyer shall not register or apply for registration of any trademarks, trade names or domain names that are identical or similar to Bluefors Trademark.

16 CONFIDENTIALITY

- 16.1 "**Confidential Information**" shall mean all information including but not limited to any knowledge, know-how, trade secrets, technological or commercial information, device and software, including source code, whether or not subject to or capable of protection by intellectual property rights, which one Party (hereinafter "**Receiving Party**") has received in the context of the Contract directly or indirectly from the other Party (hereinafter "**Disclosing Party**") in whatever form including but not limited to in writing, orally, electronically or by observation. The Receiving Party shall keep Confidential Information in strict confidence and not disclose it to any third parties without the consent of the Disclosing Party. The Receiving Party shall have the right to use Confidential Information solely for the purposes of performing its obligations relating to the Contract and exercising its rights and obligations under the Contract.
- 16.2 However, the preceding confidentiality obligations and limitations on use shall not apply to information:
- (i) which the Receiving Party can demonstrate has been in its possession prior to the first receipt from the other Party;
 - (ii) which at the date hereof or thereafter becomes a matter of public knowledge without a breach of this confidentiality obligation; or
 - (iii) which the Receiving Party demonstrates has been obtained

from a third party under circumstances permitting its disclosure to others.

- 16.3 If the Receiving Party is required, pursuant to an administrative or a judicial action or subpoena or other legal requirement, to disclose the Confidential Information, the Receiving Party shall have the right to make such disclosure, provided that the Receiving Party notifies the Disclosing Party prior to any such disclosure, to the extent the Receiving Party is lawfully permitted to do so, and that the Receiving Party reasonably cooperates with the Disclosing Party, at the Disclosing Party's request, in seeking any legal remedy the Disclosing Party considers necessary to protect its Confidential Information; provided that if such remedy is not obtained, the Receiving Party shall be free to disclose such portion of the Confidential Information as is legally required.
- 16.4 The confidentiality obligations hereunder shall be in force during the term of the term of the Contract and for a period of five (5) years thereafter. Notwithstanding the above, the obligation of nondisclosure and nonuse of Seller's trade secrets and manufacturing know-how shall not expire unless and until trade secret protection no longer applies under applicable law or the manufacturing know-how becomes a matter of public knowledge without a breach of this confidentiality obligation.
- 16.5 Notwithstanding the confidentiality obligations stated above, the Seller has a right to disclose Confidential Information to its subcontractors and legal and financial advisors provided that they have a legitimate need to know and that they are bound by similar confidentiality obligations as those contained herein.

17 TERM AND TERMINATION

- 17.1 The Contract enters into force when both Parties have signed it, or Seller has issued a written order acknowledgement after receiving the Buyer's purchase order.
- 17.2 The Contract shall be in force until the Product has been accepted and the related warranty and payment obligations have been fulfilled. Such contractual provisions that due to their nature or express phrasing are meant to remain in effect after the termination of the Contract (e.g. confidentiality, dispute resolution and ownership) shall remain in effect despite the termination of the Contract.

- 17.3 In case of a material breach of the terms of the Contract by one Party, the other Party shall have the right, on written notice, to suspend the performance of its obligations and, unless the Party in breach has cured the breach within 30 days after receiving a notice, to terminate the Contract with immediate effect.
- 17.4 A Party shall have the right to terminate the Contract if the other Party: (i) is or is declared insolvent or bankrupt; (ii) is the subject of a voluntary or involuntary bankruptcy or other proceeding related to its liquidation or solvency, which proceeding is not dismissed within sixty (60) days after its filing; (iii) ceases to do business in the ordinary course, or fails or is unable to pay its debts as they become due; or (iv) makes an assignment for the benefit of creditors.
- 17.5 Each Party has the right to terminate the Contract in case the performance of the Contract becomes impossible or if the material performance of the Contract is delayed for over six (6) months due to Force Majeure event. In such a case, the termination shall have immediate effect as of the receipt of the termination notice. Notice of termination shall be made in writing.
- 17.6 In case of early termination, the Buyer shall compensate the Seller for the part of the performance of the Contract that has been performed before the termination becomes effective in accordance with the agreed grounds for compensation as well as all costs incurred by the Seller.

18 MISCELLANEOUS

18.1 Technical support

The Seller shall make available basic technical support regarding the Product to Buyer by means of customary methods of communication. Said basic technical support includes telephone and email support during normal business hours of the Product's manufacturer. Any other support shall be agreed separately in writing.

18.2 Non-solicitation

During the term of the Contract and a period of 12 months after its termination or expiry, the Buyer shall not and shall not cause or permit any of its affiliates, in any capacity whatsoever, either directly or indirectly, solicit or otherwise seek to cause any person who is or was, during the term of the Contract, an employee, director or employee-equivalent contractor of the

Seller to terminate his/her employment or service relationship with the Seller.

18.3 Trade compliance

Each Party is obligated to adhere to relevant laws and regulations concerning export/import control and sanctions, as enforced or administered by regulatory bodies such as the European Union, the United States of America, or any pertinent jurisdiction, including compliance with national laws. This includes, but is not limited to, compliance with EU financial sanctions, the EU export control regime, the U.S. Treasury Department Office of Foreign Assets Control list of U.S. Specially Designated Nationals, the U.S. Department of Commerce Denied Person's List, Entity List, or the U.S. Commerce Department's Export Administration Regulations (EAR) collectively referred to as "**Trade Compliance Regulations**".

The Buyer shall provide the Seller with a duly completed end user statement ("**EUS**") on a template provided by the Seller. The EUS is required for, among others, applying for required authorization ("**Authorization**"), such as an export license, issued by the authorities in applicable jurisdictions.

The Buyer acknowledges that the Seller cannot deliver the Product, Installation Services, or any other services without obtaining required Authorization. In case any such Authorization is delayed or denied, the Seller shall have no liability whatsoever towards the Buyer.

Without Authorization under the Trade Compliance Regulations, the Buyer is prohibited from importing, re-importing, exporting, re-exporting, selling, reselling, distributing, or otherwise making the Product, Installation Service, or any of its components available for use in any country in violation of the prevailing Trade Compliance Regulations. Such actions must only be undertaken with explicit permission from the Seller or, when applicable, with Authorization issued by the authorities in relevant jurisdictions.

The Seller shall not be liable to the Buyer for any loss, damage, cost or expense arising out of or relating to (i) changes in Trade Compliance Regulations after the date of this Contract, (ii) any delay or failure to obtain Authorization, or (iii) any other direct or indirect limitation or delay due to Trade Compliance Regulations.

19 GOVERNING LAW AND DISPUTE RESOLUTION

19.1 The Contract will be governed and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. The Parties hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. The Parties hereby agree that any action arising out of the Contract shall be brought solely in the Supreme Court, State and County of New York, or the United States District Court for the Southern District of New York. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive any objection they may have to the laying of venue in such courts or that such courts are an inconvenient forum.

Product Warranty Statement

Scope and Definitions

This Product Warranty Statement covers all Products supplied by Bluefors, except for the Cryogenic Wafer Prober (including its peripherals) which is subject to a separate warranty statement.

In this Product Warranty Statement, the following terms are defined as follows:

Bluefors	The local legal entity of Bluefors selling the Product.
Bluefors Product	Any product, part, or component manufactured by Bluefors or its affiliate (excluding the Cryogenic Wafer Prober and its peripherals).
Third-Party Product	Any product, part, or component manufactured by a third party, which may be supplied by Bluefors or included in a Bluefors system or product supplied by Bluefors.
Product	Bluefors Product, Third-Party Product or Spare Part supplied by Bluefors.
Spare Part	Spare parts for Products, as identified in the Bluefors Spare Part list applicable from time to time, regardless of whether such spare part is a Bluefors Product or Third-Party Product.
Warranty Start Date	For Products excluding Spare Parts, the date of: <ul style="list-style-type: none">(a) acceptance or deemed acceptance of the Product; or(b) 45 days from the agreed delivery date of the Product, whichever occurs first. For Spare Parts: 45 days from the agreed delivery date.
Warranty Period	Bluefors Product 24 months from Warranty Start Date This Warranty Period may be extended by 12 months upon purchase of extended coverage in connection with the purchase of the Bluefors Product, in which case the Warranty Period shall be 36 months from Warranty Start Date for the Bluefors Product. Third-Party Product 12 months from Warranty Start Date Spare Part 6 months from Warranty Start Date

Limited Warranty

Bluefors expressly warrants that, for the applicable Warranty Period, the Product will be free of defects in materials and workmanship, and that when properly installed, handled, operated, and used, will conform, within accepted tolerance, to its applicable technical specifications. This warranty only applies to Products which are installed, handled, operated, and used in the manner recommended by Bluefors.

Any additional warranty or service program that Bluefors may choose to make available to the buyer shall be subject to a separate written agreement.

Warranty Coverage

Bluefors will, at its option, repair or replace the Product at no charge for materials or labor costs, if the Product fails or does not perform as warranted above solely due to a manufacturing defect within the Warranty Period, subject to the exclusions set forth in this Product Warranty Statement.

Repair or replacement during the Warranty Period shall include reasonable labor charges necessary to repair or replace the defective Product at the Bluefors factory or other location designated by Bluefors, but shall not include any costs associated with removal, repair, or replacement of buyer's equipment nor any onsite work or travel. However, for Bluefors Products designated by Bluefors as cryogenics critical components that require dismantling of Helium circulation parts inside Cryostat, the warranty includes onsite work and travel costs of the cryogenic engineer designated by Bluefors without additional charge to the buyer.

During the Warranty Period, the obligation of Bluefors as to repair or replacement shall be limited to repair or replacement with the versions of the Product that are available at the time of repair or replacement, and shall be limited to the repair or replacement of only the specific Product that fails due to a manufacturing defect.

Any repaired or replaced Product shall also remain subject to the original Warranty Period from the date of the original Warranty Start Date, and any repair or replacement shall not extend the original Warranty Period in any manner or start a new Warranty Period.

All replaced Products and all parts removed from repaired Products become the property of Bluefors.

Warranty Limitations

The limited warranty provided above does not warrant uninterrupted or error-free operation of the Product or cover normal wear and tear of the Product or costs related to the removal, installation, or troubleshooting of any buyer's equipment. Any warranty claim that relates to defects caused by any of the following factors are not covered by the limited warranty provided above:

- (i) improper use or non-compliance with installation, commissioning, operation, or maintenance instructions for the Product;
- (ii) incorrect installation, faulty maintenance, attempted repair, or modification, change or alteration of the Product that was not performed by Bluefors authorized personnel;
- (iii) failure to observe applicable safety standards and regulations;
- (iv) damage not resulting from manufacturing defects that occur after the risk has passed to the buyer in accordance with the applicable delivery term; or
- (v) unreasonable or unintended use of Product.

Warranty Return and Repair Process

In the event of a defect in the Product, please contact Bluefors Customer Care with a description of the error to evaluate and troubleshoot the issue. When contacting Bluefors Customer Care, please be prepared to provide: the serial number and product code of the Product, information about the installation or inspection certificate, and information about the failure or defect.

Bluefors Customer Care will advise you if the Product has to be returned to Bluefors for repair or replacement. Before shipping any Product to Bluefors for repair or replacement, you must first obtain a Return Material Authorization (RMA) number and factory "Ship To" address from Bluefors Customer Care. Shipments will be refused and returned at your expense if they are unauthorized or returned without an RMA number clearly marked on the outside of the shipment.

Repaired or replaced Products will be delivered under the delivery term stated in the Bluefors General Terms and Conditions of Sale, without guarantee for any specific delivery time.

Invalid Warranty Claims and Out of Warranty Service

If you have returned a Product to Bluefors claiming a defect under the warranty, and the Product is found by Bluefors to be free of defects that would qualify it under the limited product warranty provided, then Bluefors will charge an inspection charge in accordance with its standard pricelist, plus shipping and packaging costs for the Product.

If the Warranty Period for a Product has expired or if the Product was damaged by misuse or incorrect installation, or if other conditions of the warranty have not been met, Bluefors may elect at its sole discretion and determination to service or replace the Product against separate charge set by Bluefors.

Disclaimer

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Limitation of Liability

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