

	Jožef Stefan Institute Department of Inorganic Chemistry and Technology Jamova 39 Ljubljana 1000 Slovenia	DATE:	10th December 2019
		VALID FOR:	60 Days
		SHIPMENT:	FOB Destination - <i>Title and risk of loss passes to Buyer at customers loading dock.</i>
PHONE:		COVERAGE DATES:	01/12/2019 – 30/11//2020; 01/12/2020 – 30/11//2021; 01/12/2021 – 30/11//2022;
FAX:		PAYMENT TERMS:	100% payable -net 30 days from invoice
EMAIL:			

TAXES

If Buyer claims tax exempt status, Buyer agrees to provide Rigaku (Seller) with a tax exemption certificate.

Seller offers to sell to Buyer, and Buyer agrees to purchase from Seller, the goods and services described below, subject to the terms and conditions stated on the face of this Quotation and Seller's standard terms and conditions, attached. This contract is binding upon Seller's receipt of Buyer's Purchase Order for same. Please address Purchase Order to Rigaku to the address and/or fax number cited at the bottom of this page.

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ITEM	QTY	PART NUMBER	DESCRIPTION	PRICE (Euro)				
1	1	Annual Contract	Three Year Silver Service Contract Coverage Includes Parts and Labour. 08:00 to 17:00, Monday through to Friday, excluding Rigaku Recognised holidays. Hardware Covered: <table border="1" data-bbox="521 520 1179 596"> <tr> <td>Equipment</td> <td>Serial Number</td> </tr> <tr> <td>Gemini A Plus</td> <td>PL13430001</td> </tr> </table>	Equipment	Serial Number	Gemini A Plus	PL13430001	
Equipment	Serial Number							
Gemini A Plus	PL13430001							
Sub Total				39,124.80 EUR				
Minus 5% Multiyear discount				(1,956.24 EUR)				
TOTAL				37,168.56 EUR				

This agreement is between **Rigaku Europe SE** (hereafter called "SELLER") and **Institut Jozef Stefan** (hereafter called "BUYER"). This agreement may only be modified by written addendum specifying changes or exception. All addendums must be approved by authorised representatives of each party before being effective. Either party may cancel this agreement at any time; by providing a thirty (30) day written cancellation notice to the other party. All fees will be prorated and credited to proper party less applicable discounts.

Term of Agreement: This agreement will be for the term of 36 months. Contract period will commence upon receipt of valid purchase order and expiration of current coverage. If coverage has lapsed, contract cannot commence until pre-inspection is performed, and authorisation from the SELLER's Service Department is received. Any parts necessary to bring equipment within manufacturers specifications due to a lapse in coverage, is the Buyer's responsibility.

Scope of Agreement: SELLER agrees to furnish regular maintenance on Rigaku designed and manufactured equipment at the specific location listed above. SELLER will maintain BUYER's equipment in good operable condition. SELLER makes no representations expressed or implied as to BUYER's expectation of uptime.

Coverage: "Maintenance and Repair Service"

- **On-Site Labour and Repair: Agreement includes up to 1 preventive maintenance (PM) service visit per year, and emergency service visits** as deemed necessary by SELLER's service personnel. Coverage includes all labour time, travel time, and living expenses for emergency or planned on-site repair. Repair hours are Monday through Friday 8:00 A.M. to 5:00 P.M. Saturdays, Sundays and Rigaku Recognised Holidays are excluded.
- Prior to an on-site visit, the service engineer may require data or other information before travel can commence. This information aids in synchronising materials support, and in many cases, problems can be rectified over the phone, minimising equipment downtime.
- The consumable items may be checked or replaced as necessary by a field engineer during preventive maintenance service calls only. Consumable replacement at other times will be the responsibility of the BUYER.
- Full parts and labour coverage for:
The source (excluding the X-ray tube), CCD detector, Goniometer, System electronics, All Rigaku Oxford Diffraction-manufactured chiller units and components
- When a replacement X-ray tube is purchased in conjunction with the Silver Service Contract, the tube will be installed, the system aligned and calibrated during the scheduled PM visit.

Performance of Service: Normal repair service will be responded to within one (1) working day via telephone, email and remote support. Repair hours are Monday through Friday 8:00 A.M. to 5:00 P.M., Saturdays, Sundays and Rigaku Recognised Holidays are excluded.

Parts and Materials: Parts and materials that **are included** in the cost of this agreement and will be supplied by SELLER at no additional charge, with the exception of consumables as listed under exclusions. All shipping charges apply as quoted. Parts and materials **not included** in the cost of this agreement must be purchased separately from SELLER at standard list price as available. Consumables are not returnable, including X-ray tubes.

Exclusions:

1. Installation of new equipment, accessories, moving or relocation of equipment is excluded from this agreement.
2. Damage, malfunctions or spurious data caused by improper use (including inexperienced or untrained operators).
3. Sample jamming, sample failures requiring lowering of the sample chamber, or negligent operation of the equipment.
4. SELLER will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of government body, acts of God, acts of third parties, fires, floods, strikes or other labour-related disputes, physical abuse, neglect, or an inability to obtain necessary equipment or service.
5. Applications software, training and/or support is excluded from this agreement.
6. Repair or replacement of parts of non-Rigaku-manufactured heat exchangers is excluded.
7. **Coverage does not include X-Ray Tubes.**

Obligations of the USER: BUYER warrants that BUYER will not use equipment for purposes other than its intended use, that equipment will not be used by untrained personnel; that BUYER will provide adequate service clearance at the equipment location; that BUYER will provide a safe environment for SELLER service personnel; that equipment will not be exposed to environmental conditions other than those specified by the manufacturer; the BUYER will provide parking and shuttle if necessary for service personnel; that BUYER will provide any escort required by BUYER 's security requirements for access to equipment and for the time necessary to effect the repair; further, any safety training required by BUYER will be billable, by SELLER, at the standard straight time rate or overtime rate as the case may be. Additionally, BUYER may be billed for other safety requirements including but not limited to, hard hats, safety glasses, steel toe shoes disposable clothing.

Liability of Rigaku: The limits of liability to service; SELLER is to repair, service or replace with equivalent Rigaku equipment. Each party will indemnify and defend the other party against all suites, actions, loss, damage, expense and liability for injury, or harm to persons or property resulting from, arising out of, or in any way connected with the indemnifying party's actions or inaction in the performance of the Agreement. The aforesaid indemnity obligations will apply to the fullest extent permitted by law, but in no event will they apply to liability caused by the negligence or wilful misconduct of the party being indemnified.

Shipping and Insurance: BUYER is responsible for payment of all applicable fees, sales tax, use tax or other such transaction taxes including VAT, Duties and/or customs fees, which may apply. For Out of country transactions, BUYER must supply SELLER with contact information and account numbers for customer's freight forwarders and customs clearance agents as necessary. All shipping charges for parts and supplies shipped to SELLER from the BUYER or any intermediary location are the responsibility of the BUYER. Components for repair, not requiring a field service call, must be sent to SELLER **freight prepaid** by BUYER. SELLER will repair or replace the components and return them using the above listed freight terms with 2 day priority postage. Rigaku is responsible for all shipping charges of parts and supplies' that are being sent from any Rigaku owned location that pertains to this agreement.

Equipment Change: Equipment may be added or deleted from this agreement by means of an addendum, signed by both parties hereto, listing the equipment to be added or deleted, the specific locations and the appropriate price adjustment hereto.

Equipment Modifications: Any relocation and/or modification desired by the BUYER will be performed at SELLER's established field service charges plus list price of applicable parts. Modifications are subject to approval by Rigaku.

Software support (if purchased) includes any available upgrades, phone and email support for assisting with software issues that may be encountered. Upgrades available by web site download. Frequent service packs provided with bug fixes and support for new hardware. Phone support during regular business hours by calling (44) 1732-763367. Email support provided through serviceeurope@rigaku.com

This entire agreement supersedes any other oral and/or written communication on this subject. This document and any other documents specifically referred to as being a part hereof constitutes the entire agreement on the subject matter and shall not be modified except in writing signed by both parties.

1. PRICE

Purchase price for each item of equipment is guaranteed until midnight Central Time on the date shown in the "Valid Until" block on page one. Prices designated as "List Prices" are subject to change without notice. Prices are stated in currency listed and do not include taxes of any kind.

2. TAXES & DUTIES

If Seller is required by law to collect taxes on any amount subject to this contract, Seller will include such taxes on each applicable invoice and those amounts shall be due on Buyer's receipt of the invoice. If Buyer claims tax-exempt status, Buyer shall provide Seller a tax exemption certificate or other documentation acceptable to the appropriate taxing authority.

Unless otherwise stated, Buyer is solely responsible for all other taxes which Seller is not required by law to collect, any other charges imposed on shipment of the purchased goods. Seller shall not be liable for any delay, loss, or indirect, special, liquidated, incidental, or consequential damages resulting from Buyer's failure to timely pay amounts for which it is responsible.

Buyer is responsible for all duties including customs clearance charges, as applicable, outside of the United States and/or European Community, unless otherwise stated.

3. PAYMENT TERMS

Payment shall be made in accordance with the terms stated on page one of this contract. In the event that delivery is delayed at Buyer's request, Buyer shall pay Seller 90% of the total contract amount on the original delivery date.

4. SOFTWARE LICENSE

Any software which is used in conjunction with the goods sold by this contract is transferred pursuant to a separate license agreement. Unless otherwise stated, the software is not sold to Buyer and title to the software shall not pass to Buyer.

5. SHIPMENT

Shipment shall be made in accordance with the terms stated on page one. If inside delivery is required and not expressly made a part of this contract, an additional charge will apply.

6. DELIVERY

Delivery shall be made in accordance with the terms stated on page one. In the event that delivery is delayed at Buyer's request: (1) the equipment warranty period will commence on the original delivery date, and (2) Seller may store the goods at Seller's facility or at such other location as Seller may choose at Seller's sole discretion, and Buyer shall be responsible for all storage and incidental charges, regardless of the location at which the goods are stored.

7. TITLE

Buyer grants, and Seller retains, a security interest in all goods to secure payment therefore until all amounts due are paid, and Buyer agrees that it shall execute all documents necessary to secure such interest to Seller. Buyer shall not grant to any third party a security or other interest in the goods purchased pursuant to this contract which is in conflict with this paragraph.

8. EQUIPMENT WARRANTY

New goods, except expendables and supplies, are warranted against defects in materials and workmanship that materially affect the functionality of the goods until the earlier of twelve months from installation or fourteen months from delivery. Seller's sole obligation under this warranty shall be to repair or replace defective components, including the cost of shipping parts and providing labour for installation, if applicable.

This warranty does not extend to other vendors' products that are supplied to Buyer in conjunction with this contract. Those products are warranted by their respective manufacturer's or vendor's warranties in effect on the date of shipment to Buyer. Seller assigns to Buyer all rights it may have in such warranties. All warranties are contingent upon proper use of the goods and operation of the same within manufacturer's specifications.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND CONSTITUTES THE ONLY WARRANTY OF SELLER WITH RESPECT TO THE GOODS.

9. LIMITATION OF LIABILITY

Seller shall not be liable for any incidental, consequential or special damages, including, but not limited to any loss of business, income or profits, Buyer's

expenses for downtime, or for making up downtime, and any labour costs of Buyer related to the functioning of components covered by this Agreement. Seller's liability on any claim of any kind of loss, injury, or allocated damages shall not exceed the fraction of the purchase price allocable to the component giving rise to such claim. The foregoing states the exclusive remedy of the Buyer and the exclusive liability of Seller.

Seller agrees to indemnify and hold harmless Buyer and Buyer's employees, officers, directors, affiliates, partially or wholly owned subsidiaries, agents, successors and assigns from all claims arising from or connected with the Seller's performance of this contract, except for claims arising from the negligence, recklessness, or willful misconduct of Buyer or Buyer's employees, officers, directors, affiliates, partially or wholly owned subsidiaries, agents, successors, and assigns. In the event such a claim is asserted, Buyer will notify Seller immediately, and Seller's counsel will represent Buyer. If Buyer elects to be represented through its own counsel in addition to Seller's counsel, Buyer is responsible for its attorney's fees and associated expenses.

10. DELAYS

If Seller suffers delay in performance due to any cause beyond its reasonable control including, but not limited to, acts of God, act or failure to act of government, act or omission of Buyer, war, fire, flood, strike or labour trouble, sabotage, or delay in obtaining from others suitable services, materials, components, equipment, or transportation, the time for Seller's performance shall be extended a period of time equal to the period of the delay and its consequences. Seller will give the Buyer written notice within a reasonable time after Seller becomes aware of any such delay.

11. SITE PREPARATION

Buyer shall prepare the installation site at Buyer's expense; provide utilities in accordance with Seller's pre-installation instructions and specifications; furnish uncrating, rigging, electrical (including step-up or step-down transformer if needed), plumbing, or other assistance, as required, and furnish materials and labour for connecting specified utilities to the purchased goods.

It is the Buyer's sole responsibility to comply with X-ray registration, and satisfy all federal, state, and local X-ray radiation safety regulations with appropriate regulatory authorities.

12. INSTALLATION

On-site installation and instrumentation start up are provided by Seller at no additional charge unless otherwise stated in the quotation. Software applications training is offered per specifications and options in the body of the quotation.

13. CANCELLATION & DAMAGES

Buyer may not cancel or terminate this contract for convenience, nor may it direct suspension of Seller's manufacture of the purchased goods or delivery of the same, except with Seller's written consent and then only with tender of payment to Seller sufficient to compensate Seller for all direct and consequential costs incurred as a result of Buyer's agreement to this contract and subsequent cancellation, plus a reasonable amount for profit. Buyer understands and agrees that the goods sold pursuant to this contract may be customized and not re-sellable to other customers and that Seller's loss due to Buyer's cancellation may be the entire contract price and, in such cases, agrees that Seller may reasonably require the payment of 100% of the contract price notwithstanding Buyer's desire to cancel.

14. OBJECTIONS TO CHANGES

Seller objects to any changes to these terms and conditions, which Buyer seeks to impose by means of terms stated in Buyer's request for quotation, purchase order, or any other document of Buyer. Issuance of a purchase order hereto by Buyer constitutes Buyer's assent to Seller's terms and conditions. Acceptance of the quotation is expressly limited to the terms and conditions set forth herein. Any modification of these terms of sale must be specifically agreed to in writing by Rigaku.

15. AMENDMENT IN WRITING

These standard terms and conditions may not be amended except by a separate written agreement signed by both the Buyer and Seller. Alteration of the text of this document shall not constitute modification of the terms and conditions of this contract.

16. GOVERNING LAW

This contract shall be enforced pursuant to the law of the jurisdiction for the Seller's office which issued this quotation, i.e. Texas, Massachusetts, Canada or the UK.

17. ASSIGNMENT

Buyer's obligations pursuant to this contract may not be assigned without the express, written agreement of Seller.

18. SEVERABILITY

In the event that a court of competent jurisdiction shall hold any portion of this contract to be void or unenforceable, that portion of this contract shall be severed and the remainder shall remain in full force and effect.