



UK Research
and Innovation

Goods & Services Contract (High Value) v1.2

SCHOTT North America, Inc.

400 York Avenue

Duryea

PA

18642-2036

United States

Attn: **FOIA Section**

By email to: **FOIA Section 40 Personal**

Date: **21st June 2022**

Our ref: UKRI-2233

Dear Sirs,

Award of contract for the supply of Nd Phosphate Laser Glass

Following your tender/ proposal for the supply of Nd Phosphate Laser Glass to UKRI, we are pleased to award this contract to you.

This letter ("**Award Letter**") and its Schedule(s) set out the terms of the Contract between:

- (1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**UKRI**"); and
- (2) **SCHOTT North America, Inc** a company incorporated and registered in United States whose registered office is at 400 York Avenue Durea PA 18642-2036 (the "**Supplier**").

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Schedule 1 to this Award Letter (the "**Conditions**"). Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by UKRI and may delay conclusion of the Contract.

For the purposes of the Contract, UKRI and the Supplier agree as follows:

Term

1 Commencement Date: 21st June 2022

Expiry Date: 31st March 2022

Description of Goods and/or Services

2 The Specification of the Goods and/or Services to be delivered is as set out in Schedule 2.

Charges & Payment

3 The Charges for the Goods and/or Services shall be as set out in Schedule 3.

4 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: finance@uksbs.co.uk

5 To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your UKRI contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to finance@uksbs.co.uk or by telephone 01793 86700 between 09:00-17:00 Monday to Friday.

Notices

6 The address for notices of the Parties are:

UKRI

Polaris House, North Star Avenue,
Swindon, England, SN2 1FL

Attention: **FOIA Section 40 Personal**

Email: commercial@ukri.org

Supplier

SCHOTT North America, Inc.

400 York Avenue

Duryea

PA

18642-2036

United States

Attention: **FOIA Section**

Email: **FOIA Section 40 Personal**

Liaison & Disputes

7 For general liaison your contact will continue to be **FOIA** **FOIA Section 40 Personal**.

8 Pursuant to Clause 32.3, Disputes shall be escalated to the following individuals:

(a) Stage 1 escalation:

UKRI: **FOIA Section 40 Personal**

Supplier: [●] **FOIA Section**

(b) Stage 2 escalation:

UKRI: **FOIA Section 40 Personal**

Supplier: [●] **FOI**

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods and/or Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to UKRI at the above address. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of **United Kingdom Research and Innovation**

Signature:

FOIA Section 40 Personal Information

Name:

FOIA Section 40 Personal Information

Position:

FOIA Section 40 Personal Information

Date:

21st June 2022

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We accept the terms set out in this Award Letter and the Schedule(s).

Signed for and on behalf of **SCHOTT North America,**

Inc. Signature:

FOIA Section 40 Personal Information

Name:

FOIA Section 40 Personal Information

Position:

FOIA Section 40 Personal Information

Date:

21st June 2022

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Schedule 1 - Terms of Sale

The following SCHOTT North America Inc. ("SCHOTT") terms and conditions of sale and those appearing in SCHOTT's quotations and order confirmations (collectively the "Terms of Sale") are exclusive and in lieu of all other terms and conditions appearing on Customer's purchase order or elsewhere and apply to all quotations made and all orders accepted by SCHOTT for SCHOTT products ("Products"). Customer agrees that SCHOTT's acceptance of Customer's order is limited to SCHOTT's Terms of Sale. Neither SCHOTT's commencement of performance, confirmation of Customer's order, nor delivery of Products shall be deemed or constitute acceptance of any Customer additional or different terms and conditions. SCHOTT's failure to object to provisions contained in any order or other writing of Customer shall not be construed as a waiver by SCHOTT of its Terms of Sale or an acceptance of any terms and conditions of Customer, which are hereby rejected by SCHOTT.

1. **Performance.** Performance of any order received by SCHOTT is expressly conditioned upon acceptance by SCHOTT Management.

2. Orders and Cancellations.

a. All orders placed with SCHOTT must be in writing by Customer or in electronic form. All orders should include shipping address, requested delivery dates, quantities and complete description of Products being purchased, as well as Customer's name, contact name, address, email address, telephone number and fax number. Orders will be a binding contract only when received and accepted by confirmation in writing by SCHOTT.

b. Customer orders requiring an export license will not be accepted until the export license has been obtained. Orders requiring a Letter of Credit will not be accepted until the Letter of Credit is received (unless otherwise negotiated prior to order acceptance) and meets SCHOTT's standard terms for a Letter of Credit. No production will begin until payments terms are agreed upon.

F FOIA Section 43 Commercial
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d. Delivery dates may not be rescheduled without SCHOTT's written approval.

e. Customer may not cancel any Product order in whole or in part without the written agreement of SCHOTT and on condition of Customer's payment of SCHOTT's cancellation charges. FOIA Section 43 Commercial

F FOIA Section 43 Commercial
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3. Prices.

- a. The prices of the Products are those specified on SCHOTT's quotation or confirmation of Customer's order or, if no price is so specified, those in SCHOTT's Price List current at the time of SCHOTT's acceptance of an order. The price is fixed and once the order is confirmed according to the quote and order, no changes are possible.
- b. Prices include standard packaging. Extra charges will be added for special packaging and/or for expediting delivery.
- c. Prices for Products do not include any federal, state or local taxes, or other governmental charges, duties, or fees imposed on this Agreement or the manufacture, import, export, sale or use of the Products, which, when applicable, will be invoiced additionally and paid by Customer, unless Customer presents an exemption certificate acceptable to the taxing authorities.
- d. SCHOTT will not change any prices for ongoing projects.

4. Payment.

FOIA Section 43 Commercial
[Redacted text block]

c. SCHOTT reserves the right to establish and/or change credit and payment terms extended to Customer when, in SCHOTT's sole opinion, Customer's financial condition or previous payment record warrants that action. Further, on delinquent account, SCHOTT shall not be obligated to continue performance under any agreement with Customer.

d. **FOIA Section 43 Commercial**
[Redacted text block]

FOIA Section 43 Commercial
[Redacted text block]

5. Shipments.

- a. Unless otherwise agreed to in writing by SCHOTT, all prices quoted or printed in SCHOTT's Price List are F.O.B. SCHOTT's premises or those of SCHOTT's supplier or, with respect to imported goods, F.O.B. United States point of shipment.
- b. Customer agrees that all freight, express and delivery charges shall be paid by Customer and shall not be subject to discount.
- c. If SCHOTT has agreed with Customer to arrange for shipping of Products, SCHOTT will select the carrier in the absence of specific instructions by Customer and all shipments shall be freight collect, unless otherwise negotiated.
- d. In no event shall SCHOTT be liable for any delay in delivery nor shall the carrier be deemed an agent of SCHOTT.

e. Delivery will be deemed complete and risk of loss or damage to the Products will pass to Customer upon delivery to the carrier.

6. Inspection and Acceptance; Returns.

a. Customer shall have the right to inspect the Products at the time and place of delivery before paying for or accepting them.

FOIA Section 43 Commercial

c. Products must be in their original packaging and be in new condition. No Products may be returned to SCHOTT without SCHOTT's prior written authorization.

FOIA Section 43 Commercial

e. Customer shall be responsible for all costs associated with the return of Products if the Products are found to be within specification. Otherwise SCHOTT will bear the return cost.

f. Customer shall be responsible for any damage to returned Products resulting from handling by Customer with less than due care.

7. Ownership of Production Tooling, Materials and Equipment, No license granted.

a. Unless otherwise agreed in writing, all material, equipment, facilities, and tooling used in the manufacture of the Products covered by any Customer order shall remain the property of SCHOTT.

b. SCHOTT shall not be responsible for any Customer furnished materials or tooling damaged during processing or manufacturing.

c. SCHOTT's supply of Products to Customer does not in any way convey or grant to Customer any license or right to make, have made or use the Products or any additional products (whether or not identical to the Products supplied by SCHOTT) coming within past or future patents and/or inventions owned, made or controlled by SCHOTT.

8. Warranty.

FOIA Section 43 Commercial

b. Any Products sold by SCHOTT with any additional express written warranties shall be subject to the specific terms and conditions of those warranties. The duration of any Products warranty given by SCHOTT shall be limited to the applicable warranty duration stated by SCHOTT. If no warranty duration is specified by SCHOTT then the warranty duration shall be thirty (30) days from the date of shipping to Customer.

c. Unless otherwise agreed to in writing by SCHOTT, no warranty shall extend to or be for the benefit of any third party.

d. No warranty shall apply to any Product that is subject to misuse, abuse, accident, disaster, or repair by anyone other than SCHOTT, or that has been used contrary to current instructions.

e. SCHOTT'S ENTIRE RESPONSIBILITY AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY IS LIMITED, AT SCHOTT'S OPTION, TO REPAIR OR REPLACEMENT OF THE PRODUCTS OR REFUND OF THE PURCHASE PRICE PAID FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE WARRANTY CLAIM.

f. Customer will be deemed to have waived any warranty claim unless written notice of such claim is given to SCHOTT promptly but in no event later than thirty (30) days from date of discovery of such breach of warranty.

g. THE FOREGOING WARRANTIES ARE THE SOLE WARRANTIES, EXPRESS OR IMPLIED, GIVEN BY SCHOTT IN CONNECTION WITH THE PRODUCTS, AND SCHOTT DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

9. **Assignment.** Customer's purchase order shall not be assigned in whole or in part by either party without the written consent of the other party, except that SCHOTT may assign its rights, liabilities and obligations arising out of Customer's purchase order to one or more of its subsidiary or affiliated companies.

10. **Statute of Limitations.** No claim or cause of action by Customer arising from this Agreement may be brought at any time more than twelve (12) months after the facts occurred upon which the claim or cause of action arose.

11. **Export Control.** Customer shall comply with all applicable U.S. export laws, regulations and treaties relating to export or re export of the Products. Customer will defend, indemnify and hold SCHOTT harmless for any claims, penalties, fines, damages or costs to SCHOTT arising from Customer's failure to comply with this provision.

12. **Limitations of Liability.** FOIA Section 43 Commercial



13. **Governing Law.** FOIA Section 43 Commercial



14. **Choice of Forum.** FOIA Section 43 Commercial



15. **Force Majeure.** Except for the payment of money due and owing, neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that delay or failure is caused by causes beyond its reasonable control ("Force Majeure Conditions"), including, but not limited to, fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes and, with respect to SCHOTT, inability to reasonably obtain necessary labor, materials, components or manufacturing facilities. If any Force Majeure Condition occurs, the party delayed or unable to perform ("Delayed Party") shall give immediate notice to the other party ("Affected Party"), and the Delayed Party, upon giving prompt notice to the Affected Party, shall be excused from performance under this Agreement for the duration of the Force Majeure Condition; provided, however, that the Delayed Party shall take all reasonable steps and cooperate with the Affected Party to avoid or remove the cause of nonperformance and shall resume performance hereunder with dispatch when the cause is removed. If the Delayed Party cannot within sixty (60) days remove the cause of nonperformance the Affected Party may terminate this Agreement. If Force Majeure Conditions cause shortages in SCHOTT's supply of Products or materials necessary to produce the Products, SCHOTT may, without obligation to obtain similar products or such materials from other sources, first satisfy its own requirements and the requirements of its divisions, subsidiaries

and affiliates for such materials and Products and then allocate the remainder among its customers in a manner and amount that, in SCHOTT's sole judgment, is fair and reasonable.

16. Non-Waiver. No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of that term, right or condition.

17. Entire Agreement. SCHOTT's Terms of Sale shall constitute the entire agreement (the "Agreement") between the parties with respect to the sale of the Products and shall not be modified, waived, or rescinded, except by a writing signed by SCHOTT and Customer. The provisions of this Agreement supersede all prior oral and written communications, agreements, and understandings of the parties with respect to the subject matter of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable by a court or other body of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of this Agreement or of any other provision of this Agreement and the invalid or unenforceable provision shall be replaced by a legally valid and enforceable provision coming closest to achieving the same result (to the maximum legal extent) as the invalid or unenforceable provision

Schedule 2 - Specification

- 1** The Suppliers shall provide the Goods and/or Services in accordance with quote number 24075748.

Schedule 3 - Charges

- 1 The Charges for the Goods and/or Services shall be as set out in this Schedule 3.
- 2 The Charges:

Item	Quantity	Price (USD) Excl. VAT	Total Price
FOIA [redacted] Section 43 Commercial Glasstype 203mm x 106mm x 17mm	14	FOIA [redacted]	[redacted]
FOIA [redacted] Glasstype 216mm x 17mm x 10mm	28	FOIA [redacted]	[redacted]
FOIA [redacted] Glasstype 107mm x 17mm x 10mm	28	FOIA [redacted]	[redacted]
TOTAL			\$380,310.00

Schedule 4 - Key Personnel

Key Personnel (name and title)	Role in the performance of this Contract
FOIA Section 43 Personal Information [redacted]	FOIA Section 40 Personal Information [redacted]
FOIA Section 40 Personal Information [redacted]	FOIA Section 40 Personal Information [redacted]
FOIA Section 40 Personal Information [redacted]	FOIA Section 40 Personal Information [redacted]
FOIA Section 40 Personal Information [redacted]	FOIA Section 40 Personal Information [redacted]

Schedule 5 - Change Control Notice

Contract Reference:					
1. Change Request Number:					
2. Requested amendments to Contract (including reasons):					
2.1 Effective date:					
This change is effective from: _____					
2.2 The Contract Term is amended as follows:					
Original Expiry Date: _____					
New Expiry Date: _____					
3. Cost impact					
3.1 The Charges are amended as follows:					
	Quantity	Unit cost (£)	Net cost (£)	VAT (£)	Gross cost (£)
Original Contract Value					
New contract Value					
3.2 New Contract terms:					



Both UKRI and the Supplier agree that they are bound by the terms and conditions set out in this Change Request and, except as set out in this Change Request, all terms and conditions of the Contract remain in full force and effect.

Signed on behalf of

Signed on behalf of

UK Research and Innovation

SCHOTT North America, Inc

by:

by:

Signature of authorised officer

Signature of authorised person

Name of authorised officer (please print)

Name of authorised person (please print)

Date

Date

