

Amendments to Orgalime S 2012

In addition to what is stated in the relevant Clause, the following shall apply:

Clause 14: Liquidated damages for late delivery

Time for delivery is defined as the date when the Supplier has delivered the Product as set forth in the applicable delivery term according to Incoterms 2020, with an additional grace period of 31 days.

Clause 26: Wear and tear or deterioration

General:

For wear parts, such as seals, filters, high-pressure valves, etc., the Supplier's liability for defects is limited to defects resulting from faulty design, materials or workmanship.

For HIP-systems:

It is specifically agreed that the following parts are considered wear parts for HIP-systems and excluded from warranty due to normal wear and tear: high-pressure furnace including the insulation mantle and the base as well as all other furnace parts.

For Metal Forming systems:

It is specifically agreed that the following parts are considered wear parts for Metal Forming systems and excluded from warranty due to normal wear and tear: fluid cell unit with diaphragm, tray pads, side rail coatings etc.

Clause 27: Liability for defects

The liability for defects period is 12 months after acceptance of the Products or 18 months delivery as set forth in the applicable delivery term according to Incoterms 2020, whichever comes first, provided the installation, start-up and acceptance is not delayed by causes attributable to the Supplier.

Clause 40: Allocation of liability for damage caused by the Product

The Parties agree that the Suppliers maximum liability under this Clause is limited to its insurance coverage.

Clause 41: Force Majeure

The Parties agree that the Supplier shall be entitled to suspend performance of its obligations in case of delay in deliveries from subcontractors caused by large forgings having to be scrapped.

The Parties agree that should the Supplier's export license be suspended or revoked, the Supplier shall have the right to stop production and suspend performance of the Contract in accordance with Force Majeure.

Clause 43: Force Majeure

In cases of termination for Force Majeure, the parties shall negotiate an amicable solution of the arisen situation.

Clause 45: Limitation of Liability

The Parties agree that notwithstanding anything to the contrary in the Contract or otherwise, the Supplier shall not be liable towards the Purchaser for any special, indirect, incidental or consequential damages or losses such as, but not limited to, loss of revenue, loss of use, loss of production, costs of capital or costs connected with interruption of operation.

Clause 46: Disputes

The Parties agree to add the following paragraph:

The Contract shall be governed by the substantive law of the Supplier's country. All disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The Arbitration shall be held in the capitol of the Suppliers Country. The proceeding shall be conducted in the English language. If the dispute does not exceed 100,000 EURO, VAT excluded, or the equivalent amount in the currency of the Contract, the dispute shall be settled by a general court in the Suppliers country.



GENERAL CONDITIONS for the SUPPLY OF MECHANICAL, ELECTRICAL AND ELECTRONIC PRODUCTS

Brussels, March 2012

PREAMBLE

1. These General Conditions shall apply when the parties agree In Writing or otherwise thereto. Any modifications of or deviations from them must be agreed In Writing.

DEFINITIONS

2. In these General Conditions the following terms shall have the meanings hereunder assigned to them:

- **“Contract”**: the agreement In Writing between the parties concerning supply of the Product and all appendices, including agreed amendments and additions In Writing to the said documents;

- **“Gross Negligence”**: an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious contracting party would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such an act or omission;

- **“In Writing”**: communication by document signed by both parties or by letter, fax, electronic mail and by such other means as are agreed by the parties;

- **“the Product”**: the object(s) to be supplied under the Contract, including software and documentation.

PRODUCT INFORMATION

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

DRAWINGS AND TECHNICAL INFORMATION

4. All drawings and technical documents relating to the Product or its manufacture submitted by one party to the other, prior or subsequent to the formation of the Contract, shall remain the property of the submitting party.

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 provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

5. The Supplier shall, not later than at the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to install, commission, operate and maintain the Product. Such information and drawings shall be supplied in the number of copies agreed upon or at least one copy of each. The Supplier shall not be obliged to provide manufacturing drawings for the Product or for spare parts.

ACCEPTANCE TESTS

6. Acceptance tests provided for in the Contract shall, unless otherwise agreed, be carried out at the place of manufacture during normal working hours.

If the Contract does not specify the technical requirements, the tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned in the country of manufacture.

7. The Supplier shall notify the Purchaser In Writing of the acceptance tests in sufficient time to permit the Purchaser to be represented at the tests. If the Purchaser is not represented, the test report shall be sent to the Purchaser and shall be accepted as accurate.

8. If the acceptance tests show the Product not to be in accordance with the Contract, the Supplier shall without delay remedy any deficiencies in order to ensure that the Product complies with the Contract. New tests shall then be carried out at the Purchaser's request, unless the deficiency was insignificant.

9. The Supplier shall bear all costs for acceptance tests carried out at the place of manufacture. The Purchaser shall however bear all travelling and living expenses for his representatives in connection with such tests.

DELIVERY. PASSING OF RISK

10. Any agreed trade term shall be construed in accordance with the INCOTERMS® in force at the formation of the Contract.

If no trade term has been specifically agreed, the delivery shall be Free Carrier (FCA) at the place named by the Supplier.

If, in the case of delivery Free Carrier, the Supplier, at the request of the Purchaser, undertakes to send the Product to its destination, the risk will pass not later than when the Product is handed over to the first carrier.

Partial delivery shall not be permitted, unless otherwise agreed.

TIME FOR DELIVERY. DELAY

11. If the parties, instead of specifying the date for delivery, have specified a period of time within which delivery shall take place, such period shall start to run as soon as the Contract is entered into and all agreed preconditions to be fulfilled by the Purchaser have been satisfied, such as official formalities, payments due at the formation of the Contract and securities.

12. If the Supplier anticipates that he will not be able to deliver the Product at the time for delivery, he shall forthwith notify the

Purchaser thereof In Writing, stating the reason and, if possible, the time when delivery can be expected.

If the Supplier fails to give such notice, the Purchaser shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice.

13. If delay in delivery is caused by any of the circumstances mentioned in Clause 41, by an act or omission on the part of the Purchaser, including suspension under Clauses 21 and 44, or any other circumstances attributable to the Purchaser, the Supplier shall be entitled to extend the time for delivery by a period which is necessary having regard to all the circumstances of the case. This provision shall apply regardless of whether the reason for the delay occurs before or after the agreed time for delivery.

14. If the Product is not delivered at the time for delivery, the Purchaser shall be entitled to liquidated damages from the date on which delivery should have taken place.

The liquidated damages shall be payable at a rate of 0.5 per cent of the purchase price for each commenced week of delay. The liquidated damages shall not exceed 7.5 per cent of the purchase price.

If only part of the Product is delayed, the liquidated damages shall be calculated on that part of the purchase price which is attributable to such part of the Product as cannot in consequence of the delay be used as intended by the parties.

The liquidated damages shall become due at the Purchaser's demand In Writing but not before delivery has been completed or the Contract is terminated under Clause 15.

The Purchaser shall forfeit his right to liquidated damages if he has not lodged a claim In Writing for such damages within six months after the time when delivery should have taken place.

15. If the delay in delivery is such that the Purchaser is entitled to maximum liquidated damages under Clause 14 and if the Product is still not delivered, the Purchaser may In Writing demand delivery within a final reasonable period which shall not be less than one week.

If the Supplier does not deliver within such final period and this is not due to any circumstances which are attributable to the Purchaser, then the Purchaser may by notice In Writing to the Supplier terminate the Contract in respect of such part of the Product as cannot in consequence of the Supplier's failure to deliver be used as intended by the parties.

If the Purchaser terminates the Contract he shall be entitled to compensation for the loss he suffers as a result of the Supplier's delay, including any consequential and indirect loss. The total compensation, including the liquidated damages which are payable under Clause 14, shall not exceed 15 per cent of that part of the purchase price which is attributable to the part of the Product in respect of which the Contract is terminated.

The Purchaser shall also have the right to terminate the Contract by notice In Writing to the Supplier, if it is clear from the circumstances that there will occur a delay in delivery which, under Clause 14, would entitle the Purchaser to maximum liquidated damages. In case of termination for this reason, the Purchaser shall be entitled to maximum liquidated damages and compensation under the third paragraph of this Clause 15.

16. Liquidated damages under Clause 14 and termination of the Contract with limited compensation under Clause 15 shall

be the only remedies available to the Purchaser in case of delay on the part of the Supplier. All other claims against the Supplier based on such delay shall be excluded, except where the Supplier has been guilty of Gross Negligence.

17. If the Purchaser anticipates that he will be unable to accept delivery of the Product at the time for delivery, he shall forthwith notify the Supplier In Writing thereof, stating the reason and, if possible, the time when he will be able to accept delivery.

If the Purchaser fails to accept delivery at the time for delivery, he shall nevertheless pay any part of the purchase price which becomes due at the time for delivery, as if delivery had taken place at the time for delivery. The Supplier shall arrange for storage of the Product at the risk and expense of the Purchaser. The Supplier shall also, if the Purchaser so requires, insure the Product at the Purchaser's expense.

18. Unless the Purchaser's failure to accept delivery is due to any such circumstance as mentioned in Clause 41, the Supplier may by notice In Writing require the Purchaser to accept delivery within a final reasonable period.

If, for any reason which is not attributable to the Supplier, the Purchaser fails to accept delivery within such period, the Supplier may by notice In Writing terminate the Contract in whole or in part. The Supplier shall then be entitled to compensation for the loss he suffers by reason of the Purchaser's default, including any consequential and indirect loss. The compensation shall not exceed that part of the purchase price which is attributable to that part of the Product in respect of which the Contract is terminated.

PAYMENT

19. Payment shall be made within 30 days after the date of invoice.

Unless otherwise agreed, the purchase price shall be paid with one third at the formation of the Contract and one third when the Supplier notifies the Purchaser that the Product, or the essential part of it, is ready for delivery. The remaining part of the purchase price shall be paid when the entire Product is delivered.

20. Whatever the means of payment used, payment shall not be deemed to have been effected before the Supplier's account has been irrevocably credited for the amount due.

21. If the Purchaser fails to pay by the stipulated date, the Supplier shall be entitled to interest from the day on which payment was due and to compensation for recovery costs. The rate of interest shall be as agreed between the parties or otherwise 8 percentage points above the rate of the main refinancing facility of the European Central Bank. The compensation for recovery costs shall be 1 per cent of the amount for which interest for late payment becomes due.

In case of late payment and in case the Purchaser fails to give an agreed security by the stipulated date the Supplier may, after having notified the Purchaser In Writing, suspend his performance of the Contract until he receives payment or, where appropriate, until the Purchaser gives the agreed security.

If the Purchaser has not paid the amount due within three months the Supplier shall be entitled to terminate the Contract by notice In Writing to the Purchaser and, in addition to the interest and compensation for recovery costs according to this Clause, to claim compensation for the loss he incurs. Such compensation shall not exceed the agreed purchase price.

RETENTION OF TITLE

22. The Product shall remain the property of the Supplier until paid for in full to the extent that such retention of title is valid under the relevant law.

The Purchaser shall at the request of the Supplier assist him in taking any measures necessary to protect the Supplier's title to the Product.

The retention of title shall not affect the passing of risk under Clause 10.

LIABILITY FOR DEFECTS

23. Pursuant to the provisions of Clauses 24-39, the Supplier shall remedy any defect or nonconformity (hereinafter termed defect(s)) resulting from faulty design, materials or workmanship.

24. The Supplier shall not be liable for defects arising out of materials provided or a design stipulated or specified by the Purchaser.

25. The Supplier shall only be liable for defects which appear under the conditions of operation provided for in the Contract and under proper use of the Product.

26. The Supplier shall not be liable for defects caused by circumstances, which arise after the risk has passed to the Purchaser, e.g. defects due to faulty maintenance, incorrect installation or faulty repair by the Purchaser or to alterations carried out without the Supplier's consent In Writing. The Supplier shall neither be liable for normal wear and tear nor for deterioration.

27. The Supplier's liability shall be limited to defects which appear within a period of one year from delivery. If the use of the Product exceeds that which is agreed, this period shall be reduced proportionately.

28. When a defect in a part of the Product has been remedied, the Supplier shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product for a period of one year. For the remaining parts of the Product the period mentioned in Clause 27 shall be extended only by a period equal to the period during which and to the extent that the Product could not be used as a result of the defect.

29. The Purchaser shall without undue delay notify the Supplier In Writing of any defect which appears. Such notice shall under no circumstances be given later than two weeks after the expiry of the period given in Clause 27 or the extended period(s) under Clause 28, where applicable.

The notice shall contain a description of the defect.

If the Purchaser fails to notify the Supplier In Writing of a defect within the time limits set forth in the first paragraph of this Clause, he shall lose his right to have the defect remedied.

Where the defect is such that it may cause damage, the Purchaser shall immediately inform the Supplier In Writing. The Purchaser shall bear the risk of damage to the Product resulting from his failure so to notify. The Purchaser shall take reasonable measures to minimise damage and shall in that respect comply with instructions of the Supplier.

30. On receipt of the notice under Clause 29 the Supplier shall at his own cost remedy the defect without undue delay, as

stipulated in Clauses 23-39. The time for remedial work shall be chosen in order not to interfere unnecessarily with the Purchaser's activities.

Repair shall be carried out at the place where the Product is located unless the Supplier deems it more appropriate that the Product is sent to him or a destination specified by him.

If the defect can be remedied by replacement or repair of a defective part and if dismantling and re-installation of the part do not require special knowledge, the Supplier may demand that the defective part is sent to him or a destination specified by him. In such case the Supplier shall have fulfilled his obligations in respect of the defect when he delivers a duly repaired part or a part in replacement to the Purchaser.

31. The Purchaser shall at his own expense provide access to the Product and arrange for any intervention in equipment other than the Product, to the extent that this is necessary to remedy the defect.

32. Unless otherwise agreed, necessary transport of the Product or parts thereof to and from the Supplier in connection with the remedying of defects for which the Supplier is liable shall be at the risk and expense of the Supplier. The Purchaser shall follow the Supplier's instructions regarding such transport.

33. Unless otherwise agreed, the Purchaser shall bear any additional costs which the Supplier incurs for remedying the defect caused by the Product being located in a place other than the destination stated at the formation of the Contract for the Supplier's delivery to the Purchaser or – if no destination has been stated – the place of delivery.

34. Defective parts which have been replaced shall be made available to the Supplier and shall be his property.

35. If the Purchaser has given such notice as mentioned in Clause 29 and no defect is found for which the Supplier is liable, the Supplier shall be entitled to compensation for the costs he incurs as a result of the notice.

36. If the Supplier does not fulfil his obligations under Clause 30, the Purchaser may by notice In Writing fix a final reasonable period for completion of the Supplier's obligations, which shall not be less than one week.

If the Supplier fails to fulfil his obligations within such final period, the Purchaser may himself undertake or employ a third party to undertake necessary repair work at the risk and expense of the Supplier.

Where successful repair work has been undertaken by the Purchaser or a third party, reimbursement by the Supplier of reasonable costs incurred by the Purchaser shall be in full settlement of the Supplier's liabilities for the said defect.

37. Where the Product has not been successfully repaired, as stipulated under Clause 36,

a) the Purchaser shall be entitled to a reduction of the purchase price in proportion to the reduced value of the Product, provided that under no circumstances shall such reduction exceed 15 per cent of the purchase price, or

b) where the defect is so substantial as to significantly deprive the Purchaser of the benefit of the Contract as regards the Product or a substantial part of it, the Purchaser may terminate

the Contract by notice In Writing to the Supplier in respect of such part of the Product as cannot in consequence of the defect be used as intended by the parties. The Purchaser shall then be entitled to compensation for his loss, costs and damages up to a maximum of 15 per cent of that part of the purchase price which is attributable to the part of the Product in respect of which the Contract is terminated.

38. Notwithstanding the provisions of Clauses 23-37 the Supplier shall not be liable for defects in any part of the Product for more than one year from the end of the liability period referred to in Clause 27 or from the end of any other liability period agreed upon by the parties.

39. Save as stipulated in Clauses 23-38, the Supplier shall not be liable for defects. This applies to any loss the defect may cause including loss of production, loss of profit and other indirect loss. This limitation of the Supplier's liability shall not apply if he has been guilty of Gross Negligence.

ALLOCATION OF LIABILITY FOR DAMAGE CAUSED BY THE PRODUCT

40. The Supplier shall not be liable for any damage to property caused by the Product after it has been delivered and whilst it is in the possession of the Purchaser. Nor shall the Supplier be liable for any damage to products manufactured by the Purchaser or to products of which the Purchaser's products form a part.

If the Supplier incurs liability towards any third party for such damage to property as described in the preceding paragraph, the Purchaser shall indemnify, defend and hold the Supplier harmless.

If a claim for damage as described in this Clause is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof In Writing.

The Supplier and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Product. The liability between the Supplier and the Purchaser shall however be settled in accordance with Clause 46.

The limitation of the Supplier's liability in the first paragraph of this Clause shall not apply where the Supplier has been guilty of Gross Negligence.

FORCE MAJEURE

41. Either party shall be entitled to suspend performance of his obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by Force Majeure, meaning any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties

such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and export restrictions, epidemics, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this Clause.

A circumstance referred to in this Clause whether occurring prior to or after the formation of the Contract shall give a right to suspension only if its effect on the performance of the Contract could not be foreseen at the time of the formation of the Contract.

42. The party claiming to be affected by Force Majeure shall notify the other party In Writing without delay on the intervention and on the cessation of such circumstance. If a party fails to give such notice, the other party shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice.

If Force Majeure prevents the Purchaser from fulfilling his obligations, he shall compensate the Supplier for expenses incurred in securing and protecting the Product.

43. Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the Contract by notice In Writing to the other party if performance of the Contract is suspended under Clause 41 for more than six months.

ANTICIPATED NON-PERFORMANCE

44. Notwithstanding other provisions in these General Conditions regarding suspension, each party shall be entitled to suspend the performance of his obligations under the Contract, where it is clear from the circumstances that the other party is not going to perform his obligations. A party suspending his performance of the Contract shall forthwith notify the other party thereof In Writing.

CONSEQUENTIAL LOSSES

45. Save as otherwise stated in these General Conditions there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

DISPUTES AND APPLICABLE LAW

46. All disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

47. The Contract shall be governed by the substantive law of the Supplier's country.

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GENERAL CONDITIONS for the REPAIR OF MECHANICAL, ELECTRICAL AND ELECTRONIC EQUIPMENT

Brussels, October 2017

PREAMBLE

1. These General Conditions shall apply when the parties agree In Writing or otherwise thereto. Any modifications of or deviations from them must be agreed In Writing.

DEFINITIONS

2. In these General Conditions the following terms shall have the meanings hereunder assigned to them:

- **“Contract”**: the agreement In Writing between the parties concerning repair work to be performed by the Contractor, and all appendices, including agreed amendments and additions In Writing to the said documents;

- **“Equipment”**: the specific object (objects), which is (are) subject to repair work under the Contract;

- **“Gross Negligence”**: an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious contracting party would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such an act or omission;

- **“In Writing”**: communication by document signed by both parties or by letter, fax, electronic mail and by such other means as are agreed by the parties.

SCOPE OF THE REPAIR WORK

3. Repair work shall be undertaken with proper skill and care in order to remedy any functional defects which have arisen in the Equipment. It shall be commenced without undue delay or within the time agreed by the parties. Unless otherwise agreed In Writing the repair work shall include:

- fault tracing;
- remedial work;
- provision and replacement of spare parts;
- functional check;
- assistance at testing.

PRICE ESTIMATE. PAYMENT IN CASE OF NON-COMPLETION

- 4.1 Unless otherwise agreed the Contractor shall, in case of repair work on a time and cost basis, provide the Customer with a price estimate after fault tracing, but before undertaking any remedial or other work. The price estimate shall not be binding, but the Contractor shall inform the Customer without undue delay if it becomes apparent that the final price will exceed the estimate by more than 10 percent.

- 4.2 If the Customer at any stage chooses not to proceed or if the repair work is not carried out or completed due to any other reason than negligence of the Contractor, the Customer shall pay the Contractor for the work he has performed and still has to perform for winding up the repair work at the Contractor's current rates, including fault tracing, making the price estimate and any documented costs incurred in performing the work.

- 4.3 If a lump sum has been agreed upon and if the Customer chooses not to proceed or if the repair work is not completed due to any other reason than negligence of the Contractor, the Contractor shall receive the lump sum, after deduction of costs which have not been incurred by the Contractor.

- 4.4 If the parties have agreed that the Contractor shall carry out the work for a lump sum and the Contractor, due to circumstances attributable to him, is not able to complete the work, then the Customer shall only be obliged to pay to the extent that he benefits from the Contractor's work.

USE OF SPARE PARTS

5. Unless otherwise agreed, the Contractor shall only use parts of the original brand or parts of equivalent quality when carrying out the repair work.

PREPARATORY WORK AND WORKING CONDITIONS

6. If the repair work is to be carried out at the premises of the Customer, the Customer shall ensure that:

a) the Contractor's personnel are able to start work in accordance with the agreed time schedule and to work during normal working hours. Provided that the Customer has been given notice In Writing in reasonable time, work may be performed outside normal working hours to the extent deemed necessary by the Contractor;

b) he has in good time before the agreed date for starting the repair work informed the Contractor In Writing of all relevant safety regulations in force at his premises. Repair work shall not be carried out in unhealthy or dangerous surroundings. All the necessary safety and precautionary measures shall have been taken before the repair work is carried out and shall be maintained.

The Contractor shall inform the Customer of any special hazards that the repair work may entail;

c) the Contractor's personnel are able to obtain suitable and convenient board and lodging in the neighbourhood of the Customer's premises and have access to internationally acceptable hygiene facilities and medical services;

d) he has made available to the Contractor free of charge at the proper time at his premises all necessary cranes, lifting equipment and equipment for transport at the premises, auxiliary tools, machinery, materials and supplies (including fuel, oils, grease and other materials, gas, water, electricity, steam, compressed air, heating, lighting, etc.), as well as the measuring and testing instruments of the Customer. The Contractor shall specify In Writing his requirements concerning such cranes, lifting equipment, equipment for transport on the Customer's premises and measuring and testing instruments in good time before the agreed date for starting the repair work;

e) he has made available to the Contractor free of charge sufficient offices at his premises, equipped with telephone and access to the Internet;

f) he has made available to the Contractor free of charge necessary storage facilities, providing protection against theft and deterioration of the tools and equipment required for the repair work and the personal effects of the Contractor's personnel;

g) the access routes to the place where the repair work is to be carried out are suitable for the required transport of the Contractor's equipment.

7. If the Contractor so requires, the Customer shall give all necessary assistance for the import and re-export of the Contractor's equipment and tools, including assistance with customs formalities. The assistance as such shall be provided free of charge.

8. The Customer shall give all necessary assistance to ensure that the Contractor's personnel obtain, in good time, visas and any official entry, exit or work permits and, if necessary, tax certificates in the Customer's country, as well as access to the premises. The assistance as such shall be provided free of charge.

TRANSPORT OF EQUIPMENT AND RISK OF LOSS AND DAMAGE TO EQUIPMENT WHERE REPAIR IS CARRIED OUT ELSEWHERE THAN AT THE CUSTOMER'S PREMISES

9. The risk of loss or damage to Equipment while outside the Customer's premises for the purpose of repair shall be borne by the Customer, unless such loss or damage is due to negligence of the Contractor.

10. If not otherwise agreed, the Contractor shall arrange for the transport of the Equipment from and to the Customer's premises. The Contractor shall give appropriate notice In Writing to the Customer about the time and means of transport of the Equipment concerned from and to the Customer's premises.

11. Where the Customer is in delay in taking delivery of the repaired Equipment, the Contractor shall arrange for suitable storage at the Customer's risk and expense.

TECHNICAL DOCUMENTATION

12. The Customer shall in good time provide current technical documentation (e.g. drawings, descriptions, charts and instructions) in his possession, which is relevant for carrying out the agreed repair work. The Contractor may not use such documentation for any other purpose than to fulfil the Contract.

CUSTOMER'S DELAY

13. The Customer shall immediately notify the Contractor if he cannot let the Contractor carry out the repair work at the agreed time. Any agreed time for completion of the repair work shall then be extended as necessary having regard to all relevant circumstances.

Regardless of the cause for such delay the Customer shall reimburse the Contractor for any additional costs that the latter incurs due to the delay.

TESTING AFTER REPAIR WORK

14. When the Contractor has completed the repair work he shall notify the Customer thereof In Writing. The Contractor shall thereafter assist the Customer in carrying out such tests as have been agreed upon or as are reasonably required in order to ascertain that the repair work has been successfully completed.

CONTRACTOR'S DELAY

15. If the Contractor, due to a lack of proper skill and care or otherwise due to negligence, fails to start or complete the repair work at the agreed time, the Customer may by notice In Writing to the Contractor fix a final reasonable period for starting or completing the repair work, which period shall not be less than one week.

If the Contractor fails to start or complete repair work within such final period, the Customer may himself undertake or employ a third party to undertake necessary repair work.

Where successful repair work has been undertaken by the Customer or a third party pursuant to the previous paragraph of this Clause 15, the Customer shall be entitled to compensation by the Contractor of the reasonable costs of such successful repair work.

Where repair work as stipulated under the previous paragraphs is not successful, the Customer may terminate the Contract by notice In Writing to the Contractor. The Customer shall then be entitled to compensation of the reasonable costs of the repair work which was unsuccessfully undertaken by the Customer himself or by a third party employed by the Customer pursuant to the second paragraph of this Clause 15, and in addition to reimbursement of any remuneration which was already paid by the Customer to the Contractor pursuant to Clauses 16-18.

Compensation of costs of repair work and reimbursement of the remuneration, as stated in the previous paragraphs, shall be the sole remedies available to the Customer in case of a failure of the Contractor to start or complete repair work at the agreed time, as referred to in the first paragraph.

REMUNERATION FOR THE REPAIR WORK

16. Unless otherwise agreed the repair work carried out by the Contractor shall be paid on a time and cost basis. The Contractor's invoice for the repair work shall specify the following items separately:

- working time;
- time and costs of travel, board and lodging;
- transport costs;
- costs of spare parts;
- costs of other material which has been used;
- waiting time, overtime and additional costs caused by the Customer;
- other costs, if any.

17. When repair work is to be carried out for a lump sum, the agreed price shall be deemed to include all the items mentioned in Clause 3. If the repair work is however delayed due to a cause not attributable to the Contractor, the Customer shall compensate the Contractor for:

- waiting time and time spent on extra journeys;
- costs and extra work resulting from the delay, including removing, securing and setting up the Equipment and repair equipment;
- additional costs as a result of the Contractor having to keep his repair equipment at the Customer's premises longer than expected;
- additional costs for journeys and board and lodging for the Contractor's personnel;
- additional financing costs and costs of insurance;
- other documented costs incurred by the Contractor as a result of changes in the repair program.

18. The charges for each item shall be in accordance with the rates and price lists currently applied by the Contractor.

The specified amount shall be exclusive of any value added taxes and any other taxes, duties and dues levied on the invoice.

PAYMENT

19. All payments under the Contract shall be made against invoice within 30 days after the date of the invoice.

LATE PAYMENT

20. If the Customer fails to pay at the due date, the Contractor shall be entitled to interest from the day on which payment was due and to compensation for recovery costs. The rate of interest shall be as agreed between the parties or otherwise 8 percentage points above the rate of the main refinancing facility of the European Central Bank. The compensation for recovery costs shall be 1 per cent of the amount for which interest for late payment becomes due.

The Contractor may in addition, after having notified the Customer thereof, suspend his performance of the Contract until he receives payment, and, after completion of the repair work, retain the Equipment and other property of the Customer which may be in his possession, as far as allowed under the relevant law. The Customer shall in case of suspension compensate the Contractor for any additional costs incurred due to the suspension and resumption of the repair work.

LIABILITY FOR DEFECTS

21. The Contractor shall at his own cost remedy any defects in the repair work or in parts he has provided without undue delay after receipt of a notice under Clause 23 or after he himself discovered the defect.

LIABILITY PERIOD

22. Unless otherwise agreed, the Contractor shall be liable for the repair work for a period of twelve months after the work was completed.

The Contractor's liability for parts he has provided under the Contract shall only apply to defects which become apparent within twelve months after delivery to the Customer or – if the Contractor has installed the part(s) concerned during repair work – within 12 months after the work was completed.

NOTICE OF DEFECTS

23. The Customer shall without undue delay notify the Contractor In Writing of any defect which appears in the work performed or in the parts provided by the Contractor.

If the Customer fails to give notice of a defect without undue delay he shall lose his rights in respect of the defect, except where the defect is such that it should have been apparent to the Contractor.

CONTRACTOR'S FAILURE TO REMEDY DEFECTS

24. If the Contractor, due to a lack of proper skill and care, fails to fulfil his obligation under Clause 3 to remedy functional defects which have arisen in the Equipment or his obligation under Clause 21 to remedy defects in the repair work or in parts he has provided, the Customer may by notice In Writing to the Contractor fix a final reasonable period for completion of the Contractor's obligations, which period shall not be less than one week.

If the Contractor fails to fulfil his said obligations within such final period, the Customer may himself undertake or employ a third party to undertake necessary remedial work.

Where successful remedial work has been undertaken by the Customer or a third party pursuant to the previous paragraph of this Clause 24, the Customer shall be entitled to compensation by the Contractor of the reasonable costs of such successful remedial work.

Where remedial work as stipulated under the previous paragraphs is not successful, the Customer may terminate the Contract by notice In Writing to the Contractor. The Customer shall then be entitled to compensation of the reasonable costs of the remedial work which was unsuccessfully undertaken by the Customer himself or by a third party employed by the Customer pursuant to the second paragraph of this Clause 24, and in addition to reimbursement of any remuneration which was already paid by the Customer to the Contractor pursuant to Clauses 16-18.

Compensation of costs of remedial work and reimbursement of the remuneration, as stated in the previous paragraphs, shall be the sole remedies available to the Customer in case of a failure of the Contractor to remedy defects referred to in the first paragraph.

MEASURES TO PREVENT DAMAGE

25. If defects in the Contractor's work or parts provided by him may cause damage to the Customer's property, including the Equipment, the Customer shall immediately inform the Contractor In Writing. The Customer shall bear the risk of damage to his property resulting from his failure so to notify. The Customer shall take reasonable measures to minimise damage and shall in that respect comply with instructions of the Contractor. The Contractor shall compensate the Customer for the necessary costs for such measures to the extent that the Contractor would have been liable for the damage.

LIABILITY FOR DAMAGE TO THE CUSTOMER'S PROPERTY

26. The Contractor shall be liable for damage to the Customer's property, including the Equipment, caused by the Contractor's negligence in connection with the repair work under the Contract. The Contractor's liability shall, unless otherwise agreed, for each occurrence be limited to 75 000 EUR.

LIMITATION OF LIABILITY

27. The Contractor's liability under these General Conditions does not cover defects or damage due to circumstances which are not attributable to the Contractor, such as incorrect use of the Equipment, incorrect daily care by the Customer, faulty maintenance by the Customer or incorrect measures under Clause 25. Nor shall the Contractor be liable for normal wear and tear.

Except as explicitly stated otherwise in these General Conditions, the Contractor shall have no liability for defective work, defective parts provided under the Contract or otherwise for his negligence. This applies to any loss which may be caused in connection therewith, such as loss of production, loss of profit, loss of use, loss of contracts and any other consequential or indirect loss whatsoever. This limitation of the Contractor's liability shall not apply if he has been guilty of Gross Negligence.

If the Contractor incurs liability towards any third party for damage to property arising in connection with the repair work, the Customer shall indemnify, defend and hold the Contractor harmless to the same extent as the Contractor's liability towards the Customer is limited under these General Conditions.

If a claim for loss or damage as described in this Clause is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof In Writing.

The Contractor and the Customer shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Equipment and arising in connection with the repair work. The liability between the Contractor and the Customer shall however be settled in accordance with Clause 33.

FORCE MAJEURE

28. Either party shall be entitled to suspend performance of his obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by Force Majeure, meaning any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties such as fire, war, extensive military mobilisation, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and export restrictions, epidemics, natural disasters, extreme natural events, terrorists' acts and defects or delays in deliveries or work by subcontractors caused by any such circumstance referred to in this Clause.

A circumstance referred to in this Clause, whether occurring prior to or after the formation of the Contract, shall give a right to suspension only if its effect on the performance of the Contract could not be foreseen at the time of the formation of the Contract.

29. The party claiming to be affected by Force Majeure shall notify the other party In Writing without delay on the intervention and on the cessation of such circumstance. If a party fails to give such notice, the other party shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice.

30. Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the Contract by notice In Writing to the other party if performance of the Contract is suspended under Clause 28 for more than three months.

ASSIGNMENT. SUBCONTRACTING

31. Neither party may assign the Contract to a third party. The Contractor may, however, after notifying the Customer thereof In Writing, subcontract performance of the repair work to a third party. The Customer shall be informed of the identity of the subcontractor. Such subcontracting shall not in any way affect the Contractor's obligations under the Contract.

CONSEQUENTIAL LOSSES

32. Save as otherwise stated in these General Conditions there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

DISPUTES. APPLICABLE LAW

33. All disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The Contract shall be governed by the substantive law of the Contractor's country.

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Editeur responsable : (b) (1) (A), FOIA (b)

ORGALIME – The European Engineering Industries Association

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Split of Supply
QUINTUS® Periodic inspection
Service

Quote/Project No.: Q21-016322
 Revision: 0
 Release Date: 12,13, 2021
 Purchaser: STFC
 Equipment: QIH9 Ref. L9688.1101

Key	S = Supplier (Quintus) P = Purchaser
------------	---

Item [#]	Item Description	Information				Remarks N/A = Not Applicable W/A = Where Applicable
		Supply	Site Erection	Site Commissioning		
Equipment Supply						
2	[REDACTED]					
3	[REDACTED]					
4	[REDACTED]					
5	[REDACTED]					
Site Activities and Services						
6	[REDACTED]					
7	[REDACTED]					
8	[REDACTED]					
9	[REDACTED]					
10	[REDACTED]					
11	[REDACTED]					
12	[REDACTED]					
13	[REDACTED]					
14	[REDACTED]					
15	[REDACTED]					
16	[REDACTED]					
17	[REDACTED]					
18	[REDACTED]					
19	[REDACTED]					
20	[REDACTED]					
21	[REDACTED]					
Utilities						
22	[REDACTED]					
23	[REDACTED]					
24	[REDACTED]					
25	[REDACTED]					
26	[REDACTED]					
27	[REDACTED]					
Facility						
28	[REDACTED]					
29	[REDACTED]					
30	[REDACTED]					
31	[REDACTED]					
32	[REDACTED]					
33	[REDACTED]					
34	[REDACTED]					
35	[REDACTED]					
36	[REDACTED]					
37	[REDACTED]					
38	[REDACTED]					
39	[REDACTED]					
40	[REDACTED]					
Contractual / Miscellaneous						
41	[REDACTED]					
42	[REDACTED]					
43	[REDACTED]					
44	[REDACTED]					



Split of Supply
QUINTUS® Periodic inspection
Service

Quote/Project No.: Q21-016322
Revision: 0

Revision History		
Rev.	Description	Release Date
1	Issued	

Clarification of:

Information

General guide lines and recommendation that can, when applicable, be resulting in a draft.

Supply

Supply of the stated equipment, material or service.

Site Erection

Installation of the stated equipment or material.

Site Commissioning

For rows marked S/P.

The commissioning, of stated equipment, will be lead by he Supplier's technicians with support from Purchaser's personnel and/or Purchaser supplied labor for installation.

STFC-SCIENCE & TECHNOLOGY
FACILITIES COUNCIL
C/O UK SHARED BUSINESS SERVICES LTD
POLARIS HOUSE, NORTH STAR AVENUE
SWINDON SN2 1FL, GB

Dealt with by

(b) (1) (A),
Terms of delivery

-

Forwarding instructions

Your VAT No

GB287461957

For the attention of

(b) (1) (A),
Terms of payment

30 days net

Your plant

Spares for 5 year inspection QIH9
L9688.1101

We have the pleasure to quote as follows:

Item	Article No Description	Qty	Unit	Price/unit	Discount %	Amount GBP	Del.time
10	Commodity Code: 4016 93 00 2152 2012-547 O-ring 239.3x5.7		Country of origin: SE		Net Weight(kg): 0,024		
		1,0	pcs	6,00		6,00	.....
20	Commodity Code: 4016 93 00 2152 5039-119 O-ring		Country of origin: SE		Net Weight(kg): 0,006		
		1,0	pcs	2,50		2,50	.....
30	Commodity Code: 4016 93 00 2152 5039-120 O-ring		Country of origin: SE		Net Weight(kg): 0,007		
		1,0	pcs	3,00		3,00	.....
40	Commodity Code: 4016 93 00 2152 5039-121 O-ring		Country of origin: SE		Net Weight(kg): 0,009		
		1,0	pcs	3,50		3,50	.....
50	Commodity Code: 4016 93 00 2152 2014-183 O-ring 31.34x3.53		Country of origin: SE		Net Weight(kg): 0,001		
		1,0	pcs	0,50		0,50	.....
60	Commodity Code: 4016 93 00 2152 2011-309 O-ring 11.3x2.4		Country of origin: SE		Net Weight(kg): 0,001		
		2,0	pcs	0,50		1,00	.....
70	Commodity Code: 4016 93 00 2152 5039-95 O-ring		Country of origin: SE		Net Weight(kg): 0,000		
		1,0	pcs	4,50		4,50	.....
80	Commodity Code: 4016 93 00 2152 5039-128 O-ring		Country of origin: SE		Net Weight(kg): 0,002		
		1,0	pcs	1,00		1,00	.....
90	Commodity Code: 4016 93 00 2152 5067-1 O-ring		Country of origin: SE		Net Weight(kg): 0,002		
		2,0	pcs	2,20		4,40	.....
100	Commodity Code: 4016 93 00 2152 5039-122 O-ring		Country of origin: SE		Net Weight(kg): 0,002		
		1,0	pcs	0,50		0,50	.....
110	Commodity Code: 4016 93 00		Country of origin: SE		Net Weight(kg): 0,001		

Postal address

Quintus Technologies AB
S-721 66 VÄSTERÅS
SWEDEN

Tel.No.

E-mail

Reg. office Västerås

(b) (1) (A),
(b) (1) (A),

VAT No / Reg. No.
SE556064177001

Org.No.
556064-1770

Bank / IBAN No.
Swedbank AB
SE-105 34 STOCKHOLM

SE66 8000 0842 4403 7013 8976

SWIFT / Account No.

SWEDSESS

8424-4,37 013 897-6

STFC-SCIENCE & TECHNOLOGY
FACILITIES COUNCIL
C/O UK SHARED BUSINESS SERVICES LTD
POLARIS HOUSE, NORTH STAR AVENUE
SWINDON SN2 1FL, GB

Dealt with by

(b) (1) (A),
Terms of delivery

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Forwarding instructions

Your VAT No

GB287461957

For the attention of

(b) (1) (A),
Terms of payment

30 days net

Your plant

Spares for 5 year inspection QIH9
L9688.1101

We have the pleasure to quote as follows:

Item	Article No Description	Qty	Unit	Price/unit	Discount %	Amount	Del.time GBP
	2152 5039-123 O-ring	1,0	pcs	1,00		1,00	.....
120	Commodity Code: 4016 93 00 2152 5039-124 O-ring					Net Weight(kg): 0,002	
		1,0	pcs	1,00		1,00	.....
130	Commodity Code: 7318 21 00 2195 5009-1 Disc spring					Net Weight(kg): 0,000	
		23,0	pcs	0,50		11,50	.....
140	Commodity Code: 4016 93 00 2152 5039-125 O-ring					Net Weight(kg): 0,001	
		1,0	pcs	0,50		0,50	.....
150	Commodity Code: 4016 93 00 2152 5039-126 O-ring					Net Weight(kg): 0,001	
		1,0	pcs	0,50		0,50	.....
160	Commodity Code: 4016 93 00 2152 5039-127 O-ring					Net Weight(kg): 0,000	
		2,0	pcs	0,50		1,00	.....
170	Commodity Code: 4016 93 00 2152 2012-547 O-ring 239.3x5.7					Net Weight(kg): 0,024	
		1,0	pcs	5,00		5,00	.....
180	Commodity Code: 7318 13 00 4304 Disc spring 25X12,2X0,9 MOQ=200					Net Weight(kg): 0,000	
		200,0	pcs	0,50		100,00	.....
190	Commodity Code: 8547 10 00 NY-2153-4219 Insulating Spacer					Net Weight(kg): 0,000	
		2,0	pcs	5,50		11,00	.....
200	Commodity Code: 4016 93 00 NY-2152-4308 Electrode seal					Net Weight(kg): 0,000	
		2,0	pcs	46,00		92,00
210	Commodity Code: 3926 90 97					Net Weight(kg): 0,002	

Postal address

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Spares for 5 year inspection QIH9
L9688.1101

We have the pleasure to quote as follows:

Item	Article No Description	Qty	Unit	Price/unit	Discount %	Amount	Del.time GBP
	NY-2153-4076 Insulating Ring	2,0	pcs	15,00		30,00	.....
220	Commodity Code: 3926 90 97 NY-2153-4078 Insulating Washer					Net Weight(kg): 0,002	
		2,0	pcs	106,00		212,00	.....
230	Commodity Code: 8545 19 00 NY-5695-4169-AA TC-Feed thru Assy.					Net Weight(kg): 0,000	
		1,0	pcs	1.619,00		1.619,00	.....
240	Commodity Code: 4016 93 00 NY-2152-4172 O-ring					Net Weight(kg): 0,000	
		2,0	pcs	4,50		9,00	.....
250	Commodity Code: 7419 99 90 NY-2152-4021 Seal ring					Net Weight(kg): 0,000	
		2,0	pcs	2.335,00		4.670,00	.....
260	Commodity Code: 4016 93 00 NY-2152-4171 O-ring					Net Weight(kg): 0,000	
		2,0	pcs	11,00		22,00	.....
270	Commodity Code: 4016 93 00 2152 5039-193 O-ring 177.39x3.53					Net Weight(kg): 0,000	
		1,0	pcs	3,00		3,00	.....
280	Commodity Code: 4016 93 00 NY-2152-4068 O-ring 239.3x5.7					Net Weight(kg): 0,000	
		2,0	pcs	2,00		4,00	.....
290	Commodity Code: 3920 99 90 NY-2150-4010 Washer					Net Weight(kg): 0,004	
		2,0	pcs	39,00		78,00	.....
300	Commodity Code: 4016 93 00 P-1489 O-ring: AS 114					Net Weight(kg): 0,000	
		1,0	pcs	0,50		0,50
310	Commodity Code: 4016 93 00					Net Weight(kg): 0,000	

Postal address

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SWINDON SN2 1FL, GB

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Terms of delivery

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For the attention of

(b) (1) (A),
Terms of payment

30 days net

Your plant

Spares for 5 year inspection QIH9
L9688.1101

We have the pleasure to quote as follows:

Item	Article No Description	Qty	Unit	Price/unit	Discount %	Amount	Del.time GBP
	NY-2152-4172 O-ring	1,0	pcs	4,50		4,50	.....
320	Commodity Code: 4016 93 00 NY-2152-4130 O-ring 196.4x3.53						
		1,0	pcs	2,50		2,50	.....
330	Commodity Code: 4016 93 00 46 6055001 O-ring 158,34x3,53 SMS 1587 NBR 70						
		1,0	pcs	2,50		2,50	.....
340	Commodity Code: 4016 93 00 NY-2152-4094 O-ring 71.12x2.62						
		1,0	pcs	1,00		1,00	.....
350	Commodity Code: 4016 93 00 NY-2152-4127 O-ring						
		1,0	pcs	1,00		1,00	.....
360	Commodity Code: 4016 93 00 NY-2152-4128 O-ring 1.484x.139						
		1,0	pcs	0,50		0,50	.....
370	Commodity Code: 4016 93 00 NY-2152-4168 O-ring -219, 1.296 x .139						
		1,0	pcs	2,00		2,00	.....
380	Commodity Code: 4016 93 00 P-0885 O-ring #112 (b) (1) (b) (1)						
		1,0	pcs	0,50		0,50
390	Commodity Code: 4016 93 00 NY-2152-4126 O-ring						
		1,0	pcs	8,00		8,00

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SWEDEN

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SWINDON SN2 1FL, GB

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Terms of delivery

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Forwarding instructions

Your VAT No

GB287461957

For the attention of

(b) (1) (A),
Terms of payment

30 days net

Your plant

Spares for 5 year inspection QIH9
L9688.1101

We have the pleasure to quote as follows:

Item	Article No Description	Qty	Unit	Price/unit	Discount %	Amount	Del.time GBP
	799x103"						
400	Commodity Code: 4016 93 00 2152 2014-183 O-ring 31.34x3.53		Country of origin: SE		Net Weight(kg): 0,001		
		1,0	pcs	0,50		0,50	.....
410	Commodity Code: 4016 93 00 NY-2152-4129 O-ring 50.4x3.53"		Country of origin: US		Net Weight(kg): 0,000		
		1,0	pcs	0,50		0,50	.....
420	Commodity Code: 4016 93 00 NY-2152-4027 O-ring 11.3x2.4"		Country of origin: US		Net Weight(kg): 0,000		
		2,0	pcs	0,50		1,00	.....
430	Commodity Code: 4016 93 00 NY-2152-4168 O-ring -219, 1.296 x .139		Country of origin: US		Net Weight(kg): 0,000		
		1,0	pcs	2,00		2,00	.....
440	Commodity Code: 8414 90 20 95 S-10222 Spare Part kit SPK-IC30-05-2CX		Country of origin: US		Net Weight(kg): 0,000		
		1,0	pcs	3.347,00		3.347,00	.....
	Delivery time 10-12 working weeks						
Total						10.271,40	

Postal address

Quintus Technologies AB
S-721 66 VÄSTERÅS
SWEDEN

Tel.No.

E-mail

Reg. office Västerås

(b) (1) (A),
(b) (1) (A),

VAT No / Reg. No.
SE556064177001

Org.No.
556064-1770

Bank / IBAN No.
Swedbank AB
SE-105 34 STOCKHOLM

SE66 8000 0842 4403 7013 8976

SWIFT / Account No.

SWEDSESS

8424-4,37 013 897-6

Quote No 716847	Date 2022-07-28	Customer No 3694	Page 6 of 6
	Valid until 2022-09-30	Your Reference	

STFC-SCIENCE & TECHNOLOGY
FACILITIES COUNCIL
C/O UK SHARED BUSINESS SERVICES LTD
POLARIS HOUSE, NORTH STAR AVENUE
SWINDON SN2 1FL, GB

Dealt with by

(b) (1) (A),
Terms of delivery

-

Forwarding instructions

Your VAT No

GB287461957

For the attention of

(b) (1) (A),
Terms of payment

30 days net

Your plant

Spares for 5 year inspection QIH9
L9688.1101

We have the pleasure to quote as follows:

Item	Article No	Qty	Unit	Price/unit	Discount %	Amount	Del.time
Description							
<p>The "General conditions for the Supply of Mechanical, Electrical and Electronic Products, ORGALIME S 2012" shall apply. Liability does not cover normal wear and tear parts.</p> <p>Stated delivery time is working weeks after receipt of order and is depending on intermediate sales.</p> <p>Best regards (b) (1) (A), Customer support Quintus Technologies AB</p>							

Postal address

Quintus Technologies AB
S-721 66 VÄSTERÅS
SWEDEN

Tel.No.

E-mail

Reg. office Västerås

(b) (1) (A),
(b) (1) (A),

VAT No / Reg. No.
SE556064177001

Org.No.
556064-1770

Bank / IBAN No.
Swedbank AB
SE-105 34 STOCKHOLM

SE66 8000 0842 4403 7013 8976

SWIFT / Account No.

SWEDSESS

8424-4,37 013 897-6



Standard Rates for Service

	Scheduled service Hourly rate	Emergency dispatch Hourly rate	Currency
Standard working hours, 8 hours per weekday	166	208	GBP
Overtime working hours outside the standard 8 hour day, Weekend and Public Holidays	250	312	GBP
Working hours include working, waiting, travelling, preparation, reporting and project management Travel time outside standard working hours is limited to 6 hours per day			
Daily allowance	100/day		GBP
Travel and accommodation	Billed at actual cost +30% admin		
Telephone support and remote diagnostics for non Support Agreement Customer	166		GBP
Minimum billing time for service on site 4 hours. Minimum billing time for telephone support/remote diagnostics support via modem 2 hours			

General Conditions:

As per Quintus Technologies Offer or Contract

Budget Offer of 5-year Periodic Service for QUINTUS® Hot Isostatic Press

type QIH 9 Ref. L9688.1101

Dealt with by:

(b) (1) (A), FOIA

To:

(b) (1) (A),

This Offer refers to the following parties:

STFC-Science & Technology Facilities Council, c/o UK Shared Business Services Ltd.
Polaris House, North Star Avenue, SN2 1FL Swindon, United Kingdom, hereinafter referred
to as the **Purchaser**, on one part,
and **Quintus Technologies AB**, Quintusvägen 2, SE-721 66, Västerås, Sweden, hereinafter
referred to as the **Supplier**, on the other part.

Purchaser and Supplier are hereinafter referred to as **the Parties** and/or a **Party**.

1. Scope of Supply

1.1. General information

The scope of work included in this Offer is based on the Supplier's experience and the known condition of the press at the date of this Offer. It is recommended that a review of the logbook, where recent disturbances and/or concerns of the Purchaser are addressed, is forwarded to the Supplier at order. This will enable the Supplier to prepare the required service activities on site.

The given price is estimated and is based on a configuration of the press that is believed to be known to the Supplier. The final invoice will reflect actual times worked and travelled, and therefore the invoice value will vary dependent on days worked.

Costs for delays due to circumstances beyond the Supplier's control will be charged according to Standard Rates for Service, see Appendix 6

Repair work for any defects, cracks etc. discovered during the service is not included in the price. Simple repair work can be done during the service and will be added to the final invoice based on current account. Expenses will be charged in addition to the specified rates according to Standard Rates for Service, see Appendix 6.

Should the inspection lead to an exceeding equipment service requirement, then the Supplier will on request provide an offer to extend its stay, or propose a follow-up service, to make additional corrective service as requested.

All correspondence, advice and training will be in the English language and the Purchaser is responsible for ensuring that a skilled interpreter is present at all times during the period of the service. The Purchaser must carry all expenses for his personnel in connection with service.

1.2. Item 1: Supervision of Periodic Service on site

The Supplier will provide one Service Engineer as Technical Advisor to assist during the Periodic Service.

The provided offer for service is limited to 1 working week.

Should the inspection lead to an exceeding equipment service requirement, then the Supplier will on request provide an offer to extend its stay, or propose a follow-up service, to make additional corrective service as requested.

The time schedule for the quoted service is based on one (1) shift working 10 hours per day on weekdays, 7 hours on Saturday and excluding work on Sundays. One day (1 x 8 hours) are allowed for observation of production following completion of the service.

Costs for travel time are also included in the quoted service.

If the service requires more than the time specified above due to delays caused by the Supplier, the extra time is included at no charge. Other expenses may be charged in addition to the specified rates.

All of the work will be performed in accordance with the *Maintenance Manual* delivered with the press and includes length measurements of the frame, diameter check of the cylinder and alignment of the press and light beams.

The quoted service undertakings are in accordance with the enclosed *Split of Supply*, Appendix 4.

1.3. Item 2: Spare and wear parts for Periodic Service

Spare and wear parts for the services are quoted in the enclosed *QU716847_R1* Appendix 5: Recommended Spare and Wear Parts for Periodic Service.

The list of Recommended Spare and Wear Parts for the Periodic Service covers our minimum recommendation for the service.

Additional parts can be added at the Purchaser's request. If some of the parts are available in the Purchaser's stock on site, those parts could be removed from the quoted scope of supply

1.4. The Purchaser's Scope and responsibility:

The prices do not include the following unless specified. Please also see the enclosed Split of Supply for further details:

- Tests or approval which may be required by local Authorities, and special protection devices other than those known at the date of this Offer
- NDT crack detection inspection *to be* separately arranged by the Purchaser using a certified NDT testing company and coordinated with the Supplier's Project Manager, in order to harmonize with the activities presented in the time schedule for the *Periodic Service*. The Supplier will not perform the actual NDT crack detection inspection that is indicated in the time schedule. The NDT crack detection inspection shall be performed according to the Maintenance Manual NDT crack detection inspection is to be performed in accordance with latest version of ASTM A275 or equivalent national standard.
- The Purchaser is responsible for ensuring that access to the site and equipment is clear of obstructions at the time Supplier's Service Engineer arrives.
- During the Service, the Purchaser's Operator is responsible for all test runs of the Press.
- Skilled personnel during the service work other than technical advice of the same; Mechanical fitter(s), assisting Electrician, Cleaner(s)
- All expenses for Purchaser's personnel in connection with the service.
- Overhead crane and other lifting devices
- Storage of equipment delivered to the site during the service work
- Calibration of Safety Valves
- Materials, devices and tools for the service
- Hydraulic oil, grease and lubricants and other chemicals
- Cooling water, additives and shop air supply to the press
- Process knowledge
- Modification to existing buildings to house or provide access for the supplied equipment and plant used for service

- Sufficient factory floor space as well as suitable stands, tables and supports are to be provided by Purchaser in order to handle both the Upper and Lower Closures, during cleaning and service process

2. Price

2.1. Price for Technical Service and Spares

2.2. Item 1: Supervision of Periodic Service on site

According to Scope of Supply is offered on time basis and does not include spare and wear parts.

Estimated price: 18 500 GBP

Note! The given price is only estimated; the actual invoice will be done on current account and will reflect the actual hours spent as well as travel and accommodation costs. Please see attached Standard Rates for Service in Appendix 6.

The above price does not include any supply of spare or wear parts.

2.3. Item 2: Spare and wear parts for Periodic Service

Basic spare part list for service according to attached list

Price As per separate Offer QU716847_R1 Appendix 5

3. Terms of Payment

3.1. Supervision of Periodic Service on site

100 % at completion of service provided, 30 days net

3.2. Spare parts for the Periodic Service

100 % at delivery FCA acc. to Incoterms 2010, Quintus Technologies, Västerås, 30 days net.

In case of late payment interest will be charged at 1,5% / month on the amount due.

4. Terms of Price and delivery

4.1. Supervision of Periodic Service on site including travel and expenses

The prices are calculated assuming that the Service will be performed on the Purchaser's Premises, Germany, and do not include import duties, taxes, VAT or any other charges imposed by any official authority in the Purchaser's country.

4.2. Spare and wear parts for Service

The prices are calculated FCA – Incoterms 2010, Quintus Technologies AB Västerås, Sweden, and do not include import duties, taxes, VAT or any other charges imposed by any official authority in the Purchaser's Country.

4.3. Risk Assessment and Method Statement

Work and/or costs for Purchaser Specific Risk Assessment, Method Statement etc. are not included. This is also valid for any waiting time in our workshop or at site due to such work or delay of information from the Purchaser. Costs will be invoiced on current account according to Standard rates for Service and will reflect the actual hours spent, Appendix 6.

5. Delivery Schedule

5.1. Supervision of Periodic Service on site

The start date of the service will be agreed upon and confirmed at the date of order based on the Supplier's current workload.

However, the Periodic Service should normally be scheduled not earlier than six months from order.

5.2. Spare and wear parts for Service

Delivery time, FCA – Incoterms 2010, Quintus Technologies AB Västerås, Sweden, is estimated to be 10 - 12 working weeks after order.

In the case of any delay due to the Purchaser, the delivery schedule shall be adjusted accordingly

6. General Conditions

The "Quintus Amendments to ORGALIME S2012 General Terms & Conditions, Quintus-0212", enclosed as Appendix 1, together with the "Orgalime S 2012 General Conditions for the Supply of Mechanical, Electrical and Electronic Products, Brussels, March 2012", enclosed as Appendix 2, shall apply for Spare and wear parts.

The "ORGALIME General Repair-mechanical-electrical-electronic-equipment-R17", enclosed as Appendix 3 shall apply for Technical Service on site.

7. Miscellaneous

7.1. Limitation of Liability

Notwithstanding anything to the contrary in the Contract or otherwise, neither party shall be liable towards the other for any special, indirect, incidental or consequential damages or losses such as, but not limited to, loss of revenue, loss of use, loss of production, costs of capital or costs connected with interruption of operation.

7.2. Export License

The export to United Kingdom of Isostatic Presses, "technology" (technical data) and auxiliary equipment connected with Isostatic Presses requires for the time being no Swedish export license approval. Should this situation change, the Supplier shall have the right to withdraw its offer and to stop production in accordance with Force majeure.

Please note that any re-export of the Equipment may be subject to government approval in United Kingdom.

7.3. Site Conditions

Note that Health, Safety and Environmental (HSE) Management is an integral and essential part of the Supplier's business. Therefore, the Supplier reserves the right to suspend all or part of its site activities if the Health, Safety or Environmental conditions on site, outside the Supplier's control, are not satisfactory. In the case of such suspension, the delivery schedule shall be delayed accordingly.

8. Order Effectiveness

The Order comes into effect (Effective date) when the following condition has been fulfilled:

- Purchase Order issued by the Purchaser and accepted by the Supplier.

9. Validity of Offer

This offer is valid until 2022-09-30. Any extension to the validity of this offer shall be in writing

10. List of Appendices

The following appendices form an integral part of the Contract in the order of precedence as listed:

Appendix 1 Quintus Amendments to ORGALIME S2012 General Terms & Conditions Ref. #Quintus-0212, Rev. 5

Appendix 2 Orgalime General Conditions S 2012

Appendix 3 ORGALIME General Repair-mechanical-electrical-electronic-equipment-R17

Appendix 4 Split of Supply - QIH 9 Per. Service & Insp

Appendix 5 QU 716847_R1 Rec. Spare & wear parts 5y service

Appendix 6 04_FSE_Cost_GBP_Issued_May_2022

We hope that this offer meets your expectations. We look forward to meeting with you at your convenience to discuss this offer further, and we would be honoured to receive the assignment to supply the Equipment.

Yours sincerely

(b) (1) (A), FOIA Section 40
Personal Information

