

QUOTATION

Laser Control Systems Group Leader
ELI Beamlines

Registr. number: K-400/0451/19
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Pos.	Axon Part Number	Axon description	Quantity (meter)	Unit Price (EUR/m)	Lead time (weeks)
1.	A25024A1	A2019 StHA 2 + DW	250	40,520	14
2.			500	28,400	15
3.	A25024A2	A2019 StHA 2 + DW Clean	250	43,640	14
4.			500	29,960	15

MOQ quantity: 250m/reference
 Minimum invoice value: 250 EUR
 Incoterms: EXW Kecskemét (Incoterms 2010)
 Payment terms: 30 days (payment in advance at first time business with AXON Kábelgyártó Kft.)
 Validity of this offer: 30 days
 Packaging: standard AXON packaging

Comments: We propose two version of cable :

- A25024A1 with US cleaning after shielding step + End conditioning in bag without air.
- A25042A2 with cleaning of machines before production start + conditioning of spool in bag between each production step + US cleaning after shielding step + + End conditioning in bag without air. The second version is cleaner than the first one, but we cannot guarantee the range of cleaning because we work on standard workshop (not clean and regulated atmosphere). Between two production steps of this reference the condition can change (example : if we produce in summer or in winter).

Comments for ROHS: Compliant

This quotation is valid for delivery of the above quantity only.

Please reference quotation number when placing order to ensure correct pricing.

AXON' Kábelgyártó Kft. Standard Terms & Conditions of Sale will apply to any Purchase Order placed.

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AXON CABLE MANUFACTURING COMPANY
GENERAL CONDITIONS OF SALES, SUPPLY AND PAYMENT

1. General rules

1.1 Present General Conditions of Sales, Supply and Payment shall be applied to all and every product manufactured or supplied by AXON Cable Ltd., (address: H-6000 Kecskemét, Külső – Szegedi út 104.), and to all and every contractual connection between the Supplier and Customer. These General Conditions shall be applied to all subsequent business connections even in the lack of repeated agreement. In case of Customer's intention to enter into a purchase contract, Supplier undertakes to send a copy of present General Conditions without any delay (either by e-mail, fax or letter) to the Customer in order to apprise these General Conditions to the Customer at the time of ordering. Present General Conditions are deemed accepted by the Customer concurrently with placing of the order at the Supplier, or when making a direct sale from the warehouse, concurrently with receiving the goods.

1.2 In case of a transaction present General Conditions can be amended only by the extent determined by the Supplier and Customer jointly in writing. The General Conditions of the Customer are unconditionally rejected by the Supplier.

1.3 The invalidity of any stipulation of present General Conditions shall not affect the validity of any other provision of present General Conditions.

2. Entering into a contract

2.1 A delivery contract comes into existence, when

- the parties agree in the conditions in writing,
- the order of the Customer is confirmed by the Supplier in writing, or
- in case of direct sale from the warehouse, the Supplier performs the delivery, and in this case the invoice shall be deemed as the confirmation of the order.

2.2 A confirmation issued by the Supplier different from the original order shall be deemed as a new offer.

2.3 Prices, drawings, figures, dimensions, or other data of the goods published in the leaflets or in other publications of the Supplier are only for information purposes and are without any obligation.

2.4 When the Supplier issues an offer, it is valid and kept unaltered for the indicated period, or for 30 days (at 1st business with AXON Kábelgyártó Kft.: payment in advance).

2.5 Order of the Customer referring to those goods, which are not available at the Supplier's warehouse immediately, can not be unilaterally modified or cancelled by the Customer.

2.6 The salesmen of the Supplier are authorized to enter into verbal agreement or to make promises beyond the content of the written contract.

2.7 The Supplier informs the Customer about the specification of the goods, including the continuous cable length as well. The Customer undertakes the responsibility for the selection of the products, especially when the continuous cable length is important for the intended purpose.

2.8 If the Customer cancels the purchase contract, the Customer is obliged to pay a lump sum of 5% of the total contract price to the Supplier, and the Supplier, with detailed evidencing may claim his compensatory damages beyond this value as well. It is a particular case of it, when the Supplier has already manufactured or acquired the goods in question.

2.9 The Customer also acknowledges that the **minimal amount of an order is EUR 250.-** or its equivalent HUF amount.

3. Prices

3.1 The prices indicated in the contract are valid for receiving in the premises of the Supplier, with protective packaging, but without palletizing, without transportation and without VAT.

3.2 The Supplier shall invoice, particularly considering the provision of paragraph 4.10 below, the really supplied quantity and cable length.

3.3 The purchase price, indicated in the contract, can be altered by the Supplier unilaterally when

- a) law, measure or rule indicates it,
- b) a kind of fact, circumstance or event emerged after the signing of the contract, which has not been predictable with taking the utmost mercantile care,
- c) in the meantime between signing the contract and the performance the purchase price of the silver increases with more than 10% (considering the forward rates of NYSE)

3.4 In case of price alteration made by the Supplier based on the provisions of above paragraph 3.3 a)-c), the Customer is entitled to terminate the purchase contract without any claim for compensation towards the Supplier.

4. Place, time and way of performance

4.1 Delivery term is EXW Kecskemét / Hungary (according to INCOTERMS 2010).

4.2 Place of delivery is the premises of the Supplier at the address indicated in 1.1 above. The Supplier shall send a delivery notice to the Customer latest on the date of delivery, and shall make the goods available for Customer.

4.3 The Customer is obliged to arrange the shipping of the goods. The Customer is obliged to provide the transportation means on the indicated day of delivery and at that time of the day, when there would be enough time for the loading of the goods.

When the Customer uses his own transportation means or uses a forwarding company commissioned by the Customer, the Customer is obliged to provide the loading and shipping to his own cost and risk. The date of performance shall be the date, when the Customer, or the forwarder receives the goods.

4.4 For the request of the Customer and based on a separate agreement, the Supplier shall have the goods shipped to a delivery address indicated by the Customer. In this case the place of performance shall also be the address of the Supplier as indicated at 1.1 paragraph above, and the date of delivery shall be the date when the goods leave the warehouse.

4.5 When shipping of the goods is not realized due to any reason beyond the control of the Supplier, the date of performance is the date designated for receiving of the goods.

4.6 The receiving of the goods has to be recorded on the waybill indicating the date, signature and stamp.

4.7 The risk of the goods is passed to the Customer at that time when the Supplier hands over the goods to the forwarder, or when the goods left the warehouse for dispatch. When the dispatch of the goods is not performed due to any reason beyond the control of the Supplier, the risk shall be passed to the Customer at the time determined for receiving of the goods.

4.8 When the Customer fails to receive the goods latest on the 8th day after the determined date of receiving, the Supplier is entitled to be reimbursed for the costs of the storage and conservation of the goods in proper condition from the 9th day.

4.9 The Supplier has no responsibility for delays, which occur from

- Force Majeure reasons, or from reasons making the performance of the contract substantially more difficult or impossible (e.g. strikes)
- or when this type of actions occur at the subcontractors of the Supplier, or at the subcontractors of the subcontractors, or
- from the delayed delivery of the data, instructions by the Customer, necessary for the manufacturing of the goods.

In these cases the deadline of the Supplier's performance shall be extended with the delay period and with the proper preparation period, or the Supplier is entitled to terminate the contract for the unfulfilled part. The Supplier is obliged to inform the Customer promptly about the emergence of the above circumstances.

When the restriction period is longer than three months, the Customer after a proper extension time is entitled to terminate the contract for the unfulfilled part.

The Customer has no right to raise claim for compensation for the extension of the delivery date due to the above reasons, or when the Supplier is released from the obligation of performance.

4.10 Customer acknowledges considering the nature of the goods that a quantity and length difference of $\pm 10\%$ is deemed as proper contractual performance of the Supplier.

4.11 The Supplier is entitled to effect the delivery before the deadline or to effect partial and/or multiple shipments.

5. Quantity and quality acceptance

5.1 The quantity and quality acceptance of the goods has to be made at the handing over process of the goods. In case of damaged packaging or goods, during the acceptance process the Customer or the recipient of the goods has to record a protocol, which is also suitable to raise a claim for damage against the forwarder. When the Customer omits it, and the claim for damage can not be enforceable on the forwarder, the Supplier is not responsible for the quantity or quality difference, damage or loss.

5.2 The Customer has no right to refuse the acceptance of the goods and to send them back unless a preliminary consent of the Supplier. In this case the Customer is obliged to pay the whole purchase price and also to compensate the damage suffered by the Supplier.

5.3 The Customer is obliged to inform the Supplier promptly, or latest on the 5th day after acceptance of the goods about the obvious imperfection of the goods, together with the proper evidences.

For defects which despite of curious examination can not be observed in the above period, the Customer is obliged to report the Supplier in writing promptly after the emergence of the defect. Any quality complaint by the Customer reported after the 8th day of the acceptance or any quality complaint of the Customer reported after the 12th month of the acceptance shall be rejected by the Supplier.

5.4 The indirect damages and lost profits are excluded from the range of responsibility of the Supplier due to quantity or quality differences.

6. Quality, warranty

6.1 The Supplier warrants that the goods are free from manufacturing and material deficiencies, and suitable for normal use, and correspond to the accepted regular technological levels, and fulfil the relevant EU standards. The warranty period is 1 year, which starts at the time of pass of the risk.

6.2 In case of quality complaint of the Customer, the Supplier with his sole discretion is entitled to require the Customer either

- a) to send back the defective part of the goods to the Supplier for repair, for the cost of the Supplier. After the repair the Supplier shall send it back to the Customer, or
- b) to keep the defective part ready on the spot and the Supplier shall repair it on the spot.

When the Customer requires to have the goods repaired on a spot determined by the Customer, the Customer shall pay the additional costs of the Supplier (labour and travel expenses)

6.3 Unless the preliminary consent of the Supplier the Customer is not entitled either to repair the product considered defective, or have it repaired by a third party. Offending this provision the warranty claim of the Customer is excluded.

7. Product liability

The Supplier is liable for his products according to the provisions of Law 1993/X. of Hungary.

8. Payment conditions

8.1 The purchase price has to be paid in 30 days after the issue of the invoice by the Customer on the way as determined on the invoice. The Customer is obliged to pay the purchase price in time according to the deadline.

8.2 In case of default payment of the Customer the provided discounts become absolutely invalid. In case of default payment of the Customer in any extent, the Customer's debt towards the Supplier from any other contract becomes immediately due, and the Supplier is entitled to modify the formerly determined payment deadlines unilaterally. The Supplier is entitled to exert this right also in case of insolvency of the Customer. The existence of insolvency of the Customer is considered proven when the Customer declares himself bankrupt, or a bankruptcy proceedings is exhibited at the court against the Customer by a third person, or if the Supplier has got reliable evidence about the above proceedings.

8.3 In case of default payment of the Customer the Supplier is entitled to revoke the discount for further sales to the Customer, or to accept only cash payment for further supplies, or for the period of delayed or non-payment of the Customer to discontinue or to suspend the further supplies and this action of the Supplier shall not be considered as breaching of the delivery contract. The Supplier may require cover (bank guarantee, pledge, etc.) for the further supplies.

8.4 When the Customer performs payment obligation with delay, the Supplier is entitled to charge interest on overdue payments, the extent of which is the double of the basic interest rate of the central bank. This has to be calculated in the currency of the due payment.

8.5 The Customer may submit a complaint against the invoice of the Supplier in two months after the receipt of the invoice in writing. Any complaint beyond this period shall be rejected.

8.6 Considering the purchase price amount owed to the Supplier the Customer is not allowed to offer set-off instead of the payment (especially in case of warranty, guarantee or compensation claims, etc.)

8.7 The Supplier's title to the products shall not pass until the purchase price has been paid in full. This provision means no ground for waiving of the contract for the Customer and shall not make an obligation for the Supplier to take the goods back.

9. Privacy

Unless otherwise agreed in writing, the information in connection with the inquiry, offer and order between the contracting parties shall be considered and treated confidentially.

10. Intellectual property

Drawings, models, plans and in general way any document delivered or sent by the Supplier to the Customer shall remain the exclusive property of the Supplier and consequently can neither be executed nor reproduced without the express prior and written license from the Supplier.

11. Assignment of rights

The rights, titles and liabilities of present General Conditions and of the delivery contract are not allowed to be assigned to any third person without the prior written consent of the other contracting party.

12. Applicable right, disputes

Issues not stipulated in present General Conditions shall be subjected to the Hungarian substantive law, especially to the Civil Code of Hungary, and to its rules regarding the delivery contracts.

The parties undertake to resolve any debate primarily amicably with direct negotiations. When this fails to conduce to a result in reasonable period, considering the disputes arising from the delivery contract concluded between the Supplier and the Customer, the parties agree in the sole jurisdiction, depending on the competence, of the Kecskemét City Court or Court of Bács-Kiskun County.