

QUOTATION:1100081720

SHIP TO:
BILL TO:

40002517
 MASARYK UNIVERSITY Faculty of Science
 Department of Physical Electronics
 Kotlarska 627/2
 611 37 BRNO Czech Republic

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 MASARYK UNIVERSITY Faculty of Science
 Department of Physical Electronics
 Kotlarska 627/2
 611 37 BRNO Czech Republic

INFORMATION

Customer Reference:

Incoterm:

Contact person:

Currency: EUR

Email: Tel:

ID Tax: CZ00216224

OUR BANK

NATIXIS - ,

SWIFT: NATXFRPPXXX IBAN: FR7630007999990400139900077

ITEM	PART NUMBER	DESCRIPTION	U.M	QTY	UNIT PRICE	EXTENDED PRICE
000010	70010	Estimated lead time: X 2.5 days on site visit/No parts included	EA	1,00	4.793,00	4.793,00

Valid until 18.12.2019

When placing an order on this quotation, the customer states to having read and agreeing upon the terms and conditions of sale contained on this document

Sub-Total: 4.793,00 EUR
 Pre-tax price: 4.793,00 EUR
 Tax: 0 % 0.00 EUR
Total Due: 4.793,00 EUR

PAYMENT CONDITION

Payment Terms:
 Payment Mode:

HORIBA FRANCE SAS

16-18 rue du Canal - 91165 Loinjumeau cedex - France
 Tél. : +33 (0)1 69 74 72 00 - Fax : +33 (0)1 69 09 07 21
 info-sci.fr@horiba.com - www.horiba.com/scientific
 Société par Actions Simplifiée au Capital de 7 075 168 euros
 R.C.S. Evry B 837 150 366

SALES TERMS & CONDITIONS**1 - Contract Formation**

The present General Terms (which may be only amended by Special Terms subject to prior express written acceptance) apply to all sales of the Product, i.e. the products or services provided by HORIBA FRANCE SAS (hereafter referred to as HFR). These General Terms of Sale will not be modified by any conflicting stipulations in any of the Buyer's documents (e.g. purchase orders or general terms of purchase). An order can be acknowledged only if the amount is above 150 Euros without VAT.

The Sale is definitively concluded upon HFR's sending a formal Order Acknowledgement. Any HFR offer will become null and void at the expiry of the stated time limit, or by default, on the thirtieth calendar day following its issuance. The Sale includes only the services expressly stated in the Order Acknowledgement.

Any information stated in the catalogues or advertising documents are given only for information purposes and are not binding upon HFR.

For the purposes of the present document, the term "Buyer" means any entity or individual to whom HFR has sold the Product under the present Terms.

2 - Cancellation

Once an order has been accepted, the Buyer may cancel it only with HFR written agreement, in which case the Buyer agrees to pay an irreducible flat penalty charge equal to 35% of the tax-exclusive price. In the case of a special order (e.g. a product not listed in our catalogue) this flat penalty charge will be increased to 50% of the price.

HFR reserves the right to cancel any order without penalty or other obligations in the event of force majeure, or should the product become impossible to produce or should the product become impossible to deliver under the terms and conditions of Article 8 below.

In cases of non-payment of balances contractually due, HFR reserves the right to cancel the contract and to retain penalty charges due from payments already made.

3 - Prices

Prices are understood to be net, for unpackaged Products, made available at HFR production plants, exclusive of any taxes, customs duties or taxes of any kind. Any duties or taxes which HFR becomes obliged to pay on the Buyer's behalf will be re-billed to the Buyer.

The Buyer's obligation to pay the price includes the obligation to take all measures and accomplish all formalities needed to pay the price.

Unless otherwise requested by the Buyer, HFR will package the Product according to the usual standards in practice, at the Buyer's expense.

4 - Delivery times

The delivery times given on the Order Acknowledgement are given only for information purposes and will not in any case be considered binding on HFR. Late deliveries may neither give rise to any compensation nor be considered ground for cancellation of the Order.

The delivery is considered effective as soon as the Availability Notice is sent to the Buyer or on signature of the order of expedition, unless specific delivery terms are specified in Special Terms.

If a delivery delay is the Buyer's fault, the Product will be stored at the Buyer's expense and risks, and the Buyer will remain bound by the payment terms initially agreed by the Parties.

5 - Transfer of the risks

Unless otherwise clearly determined on the contract by Incoterms 2010 and mutually agreed on acceptance of the order, Risk for the Product are transferred to the Buyer as soon as the Product is made available to the Buyer, ex-factory. The Buyer must have a suitable insurance policy, at their own expense, covering all risks for the Product at its invoice value until final payment for the Product. HFR will be considered co-insured and the insurer must waive any possible liability action against HFR. At the Buyer's request, HFR will provide any information needed to get the previously mentioned insurance policy. HFR may demand proof of this insurance coverage from the Buyer.

6 - Terms of payment

Unless otherwise expressly stated and mutually agreed on acceptance of the order, invoices are payable to HFR, in Euros:

- equipment and main accessories: down payment according to the contract conditions; 100% due 30 calendar days after the Product is shipped.

- spare parts, consumables and services: immediate payment.

Any payments past due will rightfully give rise to the obligation to pay penalty charges set at three times the statutory interest rate plus 5%, plus a flat charge of 40 Euros, without prejudice to HFR's rights as defined in the present Terms. In consequence, the totality of all balances due to HFR will become immediately payable. In addition, HFR will reserve the right to bring the matter before the competent court in order to end this breach, with penalties for each day of delay. Any Product which is not removed within two weeks of its being made available to the Buyer becomes payable to HFR within two months of the date it was made available.

7 - Management of the instruments end-of-life

HFR transfers their responsibility to the Buyer for management of waste from electric and electronic equipment, especially with regard to packaging, transport and treatment.

The financial conditions of this transfer may be subject to Special Terms.

8 - Buyer's obligations to comply with import/export regulations

The Buyer declares to act in compliance with the Japanese Export Control Law, the US Export Control Law, the European Union Export Control Regulations, HFR and any other applicable export control laws and regulations ("Export controls") and will not knowingly export or re-export the products, materials or software (including any information related thereto) furnished under this quote, directly or indirectly, unless it fully complies with all Export controls. The Buyer further acknowledges that it is the security control policy of HFR to limit and/or restrict sales for use in relation to the development, manufacturing and/or use of any conventional weapons and/or weapons of mass destruction ("Security control policies"). As reasonably requested by HFR, the Buyer shall provide end-use, end-user and/or other information needed for Export controls and Security control policies. In addition to any other rights HFR may have, HFR reserves the right to suspend its obligations and/or to terminate this quote without liability or obligation to the Buyer in the event of Buyer's violation of the obligations under this section.

9 - Retention of title

It is expressly agreed that, notwithstanding transfer of risks, HFR retains ownership of any Product until its price and any interest due are fully paid. Delivery of a draft or any other instrument creating an obligation to pay does not constitute a payment. HFR reserves the right to use any means to recover, to have recovered or claim any unpaid Product. Until ownership has been duly transferred, the Buyer is strictly forbidden from offering the Product as collateral, or from making use of the Product, especially reselling or transforming it. In case of a third party seizure of the Product, the Buyer must undertake to inform HFR immediately.

10 - Intellectual property and Confidentiality

Every Product is sold with its user's license for the normal purpose for which it was designed, solely for the benefit of the Buyer's personnel, without any transfer whatsoever of intellectual property rights. The Buyer shall not remove any copyright, trademark, service mark or other proprietary rights notice attached to or included on any Products or in any information or materials supplied by HFR. The Buyer is liable for any present or future damages HFR may suffer as the result of the Buyer's infringement of their intellectual property rights (as well as infringement with the Buyer's complicity or due to their negligence), including any resulting loss of revenues or profits. All information and materials supplied by HFR to the Buyer relating to the Products are confidential and proprietary, and the Buyer shall limit distribution thereof to its trusted employees and strictly prevent disclosure to any third party.

11 - Guarantee and responsibilities

Every Product sold by HFR is guaranteed for a period of one year, starting on the date the product is made available to the Buyer by HFR. This guarantee is limited to the repair of operating or manufacturing defects experienced during the said guarantee period. The guarantee is valid only for normal use of the Product; the guarantee will be invalidated in particular, in the event of bad maintenance, abnormal use, or repairs made by the Buyer or by a third party. "Wear parts" (eg electronics, optical or glass components) are not covered by the HFR guarantee. For components covered by their manufacturer's guarantee (eg computers), HFR will cooperate with the Buyer to evoke the manufacturer's warranty but HFR assumes no obligations for these components. The guarantee is strictly limited to replacement of parts recognized by HFR as defective.

To make a claim under guarantee, the Buyer must inform HFR of the defects via registered letter with return receipt, within 7 days of the date when the defect was encountered.

The contractual guarantee is expressly limited to HFR's choice of either restoring or replacing parts recognized by HFR as defective, with the exception of disassembly, reassembly and the technician's travel costs. All work to be done under guarantee must be performed only by HFR or by the firm of their choice, solely upon their instructions. Any costs incurred due to the immobilization of the Product will be born solely by the Buyer.

It is expressly agreed that HFR's liability for damages to a third party, or for any direct or indirect commercial or financial prejudices, or for any other cause, cannot be engaged for more than 35% the initial price of the product.

12 - Force majeure

HFR will be released from their obligations in the event of force majeure. In particular, force majeure events are those recognized as such by the juris prudence of the French courts, including total or partial labor strikes, flooding, fire, mobilization, war, epidemics, interruption of transportation, raw materials shortages, physical accidents or analogous situations.

13 - Safety

Every Product is intended exclusively for professional use and every order presumes use only by qualified operators who are properly trained and familiar with the utilization procedures. Any failure to comply with this stipulation will release HFR from any liability for the consequences of such misuse of the Products.

14 - Jurisdiction

The present General Terms and any Special Terms constitute the rules governing reciprocal obligations between the Parties. The Terms are to be interpreted according to applicable law in France, excluding any rule of conflict with international laws and excluding the United Nations Convention on International Sale of Goods (CISG) & Related Transactions.

In case of dispute, the exclusive jurisdiction will be that of the courts of the Cour d'appel of Evry France; regardless of the type, cause or place of dispute, and regardless of any Special Terms of Sale, even in case of summary proceedings or multiple defendants. Neither deliveries, nor promissory documents, nor acceptance of payment will constitute novation or derogation from this jurisdiction clause.

15 - General Data Protection Regulation

HFR and the Buyer will process shared personal data in compliance with the legal requirements and local laws applicable to the personal data. The Buyer must give to HFR, or obtain on HFR's behalf, all necessary consents required in order for HFR to process personal data to comply with the order. Such processing may include: conducting co-marketing or training; managing orders and accounts; and conducting credit related activities such as searches, reference checks, assessment and analysis.

Customer:

MUNIVAT number: **CZ00216224****Masarykova univerzita**

Přírodovědecká fakulta

Kotlářská 2

Brno

611 37 Brno

Supplier:

VAT number: **FR54837150366****HORIBA FRANCE SAS**

rue du Canal 16-18

Longjumeau cedex

FR 911 65 Longjumeau

Final receiver:

Masarykova univerzita

Ústav fyzikální elektroniky

Kotlářská 267/2

611 37 Brno

Date of issuance: **19. 9. 2019**

Date of delivery:

Way of delivery:

Based on the Quotation no:1100081720

Amount AU	Item name	Price without VAT
	Equipment repair 2,5 days on site visit/No parts included Estimated lead time: 40th week	4 793,00

Total price without VAT: 4 793,00 EUR

Contact:

Stamp and signature:

MASARYKOVA UNIVERZITA
Přírodovědecká fakulta
2030 ÚSTAV FYZIKÁLNÍ ELEKTRONIKY
611 37 Brno, Kotlářská 2
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