

Nikon Confidential Information



NIKON CORPORATION
 1st Sales Section, Customer Engagement Department, Digital Solutions Business Unit
 Shinagawa Intercity Tower C, 2-15-3 Konan, Minato-ku, Tokyo 108-6290 Japan
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QUOTATION

To: Institute of Physics of the Czech Academy of Sciences
 Za Radnicí 835, 252 41, Dolní Břežany,
 Czech Republic
 From Satoshi Fujii

Date: 20-Apr-2020
 Our ref. No. 57247
 Pages: 1 (including this page)

Ref #	DESCRIPTION	Customer Part Number	QUANTITY	UNIT PRICE	TOTAL AMOUNT	LEAD TIME
57247-1	NIFS-I 500x360x90mm Chamfer : Fine ground Other specifications are according to drawing No. "L4nM1_B Rev.03"	L4nM1_B	3	17,210.00 €	51,630.00 €	20W after receipt of order
	PET-G case & packaging	EW-R14.1X19.6-D	3	1,670.00 €	5,010.00 €	same as the substrates

Please note that the buyer is responsible for all wire transfer and bank related charges for overseas payment and or currency conversion
 When placing an order, please also send a signed version of this quotation
 as acceptance of the above specifications, or supply drawing

Your inquiry

RFQ :
 Date : 9-Apr-2020

Payment

Quotation : Ex-Works Sagamihara
 Freight : Collect
 Insurance to be arranged and covered by : Recipient
 Payment terms : WITHIN 30 DAYS AFTER INVOICE DATE
 Bank Name : MUFG Bank, Ltd.
 Branch : Head Office
 Bank Address : 7-1, Marunouchi 2-chome, Chiyoda-ku Tokyo 100-8388
 Swift Code : BOTKJPJT
 Beneficiary Name : Nikon Corporation
 Beneficiary Address : Shinagawa Intercity Tower C, 2-15-3, Konan, Minato-ku, Tokyo 108-6290
 Beneficiary Account Number : 9002068

Delivery

Expected shipping date : Please see "LEAD TIME" column.
 Shipment per : TBD
 Packing : Maker's standard export packing for courier
 Destination : TBD

Notes

Country of origin : Japan
 Inspection : Maker's inspection to be considered as final
 Validity : Within 3 months from this date

N.B. Export of the products* in this quotation is/are controlled under the Japanese Foreign Exchange and Foreign Trade Law.

* Appropriate export procedure shall be required in case of export from Japan.

*Products: Hardware and its technical information (including software)

N.B. Subject to requirement of an export license by Japanese government, we may not export the above goods until obtaining the license.

Institute of Physics of the Czech Academy of Sciences

Very truly yours,
 Nikon Corporation
 1st Sales Section, Customer Engagement Department
 Digital Solutions Business Unit
 Satoshi Fujii



Nikon Terms and Conditions for Sale

Parties

CUSTOMER and SELLER, which are identified in the cover page (item 1 – price) hereabove, shall be the parties to these Terms and Conditions for Sale. CUSTOMER and SELLER shall be individually referred to as a "Party" and collectively as the "Parties."

Preamble

These Terms and Conditions for Sale shall apply to each Order Confirmation for the Product(s) (as defined in Section 2) between the Parties.

1. Definition

- 1.1 "Confidential Information" has the meaning set forth in Section 11 (Confidentiality).
- 1.2 "Delivery Date" shall mean the date set out in the Order Confirmation as a delivery date on which SELLER shall ship the Product to CUSTOMER on the basis of EXW under the INCOTERMS® 2010.
- 1.3 "Order Confirmation" has the meaning set forth in Section 2 (Order).
- 1.4 "Product(s)" shall mean the product(s) manufactured by the SELLER and shall be set forth in the Quotation.
- 1.5 "Purchase Price" shall mean the purchase price for the Product set out in the Quotation.
- 1.6 "Quotation" shall mean this SELLER's quotation for the purchase of the Product set forth in the cover page (item 1 – Price) hereabove.
- 1.7 "Specifications" shall mean the specifications of the Product to be determined between the Parties and attached or referred to in the Order Confirmation.
- 1.8 "Warranty Period" has the meaning set forth in Section 9 (Warranty).

2. Order

- 2.1 CUSTOMER shall send to SELLER a purchase order for the Product in writing by the date specified in the cover page hereabove. The purchase order shall specify the type, quantity and specifications of Product, the shipping schedule, the place and date of delivery, the price and the terms of payment, and the CUSTOMER's acceptance of these Terms and Conditions for Sale by incorporation thereof by reference. Each purchase order, when accepted by SELLER, shall constitute a valid and binding contract ("Order Confirmation") for sale of the Product specified therein in each case.
- 2.2 For the avoidance of doubt, in the event that CUSTOMER states to SELLER any terms additional to or different from these Terms and Conditions for Sale when CUSTOMER places a purchase order, such additional or different terms shall be construed as new proposals for addition or amendment to these Terms and Conditions for Sale and thus shall not become part of the Order Confirmation unless SELLER expressly agrees to such additional or different terms in writing.

3. Cancellation and Reschedule

- 3.1 Purchase Order shall be non-cancellable after SELLER has received the purchase order pursuant to Section 2.1 hereof.
- 3.2 CUSTOMER shall not reschedule the Delivery Date unless otherwise mutually agreed between the Parties in writing. If the Parties agree on the said rescheduling at the request of CUSTOMER, CUSTOMER shall pay the rescheduling fees pursuant to Seller's then-current rescheduling fee policy.

4. Delivery and Packing

- 4.1 SELLER shall ship the Products to CUSTOMER in accordance with the Order Confirmation. Unless otherwise agreed in writing between the Parties, the Product shall be packed pursuant to SELLER's standard packing method.
- 4.2 CUSTOMER shall cooperate with SELLER in obtaining, prior to the shipment, any and all necessary permission and/or licenses required by Japanese government for the export of the Product from Japan. SELLER shall cooperate with CUSTOMER in obtaining, prior to the shipment, any and all necessary permission and/or licenses required by the government of country where CUSTOMER's facility is located for the import of the Product to such country.

5. Acceptance

- 5.1 Upon the delivery of Product, CUSTOMER shall inspect such Product in accordance with SELLER's inspection procedures. If the Product passes the acceptance criteria set forth in such inspection procedures, such Product shall be deemed to be accepted by CUSTOMER. Notwithstanding the foregoing, CUSTOMER shall be deemed to have accepted the Products upon expiration of ten (10) working days from delivery of such Products to CUSTOMER.
- 5.2 Once CUSTOMER accepts the Product or the Product is deemed to be accepted by CUSTOMER under Section 5.1, CUSTOMER's remedy for the Product not conforming to the Specifications will be limited to seeking for replace or repair services set out in Section 9 (Warranty) and/or recovery of monetary damage actually suffered by CUSTOMER as a result of such non-conformity and in no event shall CUSTOMER be entitled to rescission or termination of the Order Confirmation or refund of the Purchase Price.

6. Risk of Loss, Title and Ownership

- 6.1 Risk of loss of the Product shall pass from SELLER to CUSTOMER on the basis of EXW under the INCOTERMS® 2010.
- 6.2 Notwithstanding the foregoing, ownership of and title to the Product shall remain in SELLER until CUSTOMER fulfills the duty to pay the Purchase Price in full as set out in Section 7.

7. Price and Terms of Payment

CUSTOMER shall pay the Purchase Price in full to SELLER in accordance with the payment terms set forth in the Quotation. If CUSTOMER fails to fulfill the obligation to pay the Purchase Price in full on the due date, CUSTOMER shall bear commercial statutory interest (Shoji-hotai-risoku) in addition to the Purchase Price for the delayed amount of the Purchase Price pursuant to Article 514 of the Commercial Law (Sho-ho) of Japan. The payment CUSTOMER has actually paid to SELLER pursuant to this Section 7 shall be non-refundable for any reason whatsoever.

8. Force Majeure

SELLER shall not be liable for any default or delay in its performance of obligations under these Terms and Conditions for Sale and the Order Confirmation in the event such default or delay is attributable to an Act of God (including without limitation flood, typhoon, fire, epidemic or earthquake), war, war-like condition, embargoes, governmental order or regulation (including without limitation prohibition or restriction of importation or exportation) revolution, strike, labor troubles or any other events beyond the reasonable control of SELLER, and the relevant Delivery Date or any other due dates or time frames shall be extended until such event ceases.

9. Warranty

9.1 Limited Warranty

- 9.1.1 SELLER warrants that the Product conforms to the Specifications as of the date of shipment and for ten (10) working days from the delivery thereof or otherwise specified in the cover page hereabove (the "Warranty Period"). Notwithstanding the foregoing, any software, any consumable parts are not covered by this warranty set forth in this Section 9.1.
- 9.1.2 If SELLER receives from CUSTOMER prompt notice in writing of nonconformity to the Specifications during the Warranty Period and confirms such non-conformity in accordance with the acceptance test procedure agreed between the Parties, SELLER shall, at its sole discretion, either repair or replace any hardware of the Product found not to conform to the Specifications. The Parties agree that SELLER's labor within SELLER or its affiliates' normal business hour for the repair or replacement shall be included in the warranty set forth in Section 9.1.1, provided, however, that, even during the Warranty Period, CUSTOMER shall pay labor cost for the repair or replace work calculated based on working hours except for SELLER or its affiliates' normal business hour pursuant to then-current SELLER or its affiliates' service policy. All replaced Product or parts shall become SELLER's property.
- 9.1.3 If the Product is used for the purpose of manufacturing CUSTOMER's product and fails to meet the Specifications thereof solely due to the software embedded, incorporated, or applied in the Product, SELLER may, at its sole discretion and with or without charge, provide CUSTOMER with patches or updates to the software in the form and media designated by SELLER during the Warranty Period.
- 9.1.4 Notwithstanding the foregoing, even before the expiration of the Warranty Period, the quality and performance of the units, components and/or parts of the Products to be separately specified by SELLER (collectively the "Specified Units") may change or be lowered from the Specifications depending on the characteristics of the Specified Units and/or CUSTOMER's operating conditions. The warranty as set out in this Section 9 will not be applied to the Specified Units. Warranty period and/or other terms and conditions for the repair services of the Specified Units will be separately determined in writing between the CUSTOMER and SELLER, if SELLER determines to provide repair services for the Specified Units at its sole discretion.

9.2 Exceptions to Warranty

The warranty provided in Section 9.1 will not be applied to any nonconformity, defects or failure of the Product resulting from improper maintenance or repair, unauthorized modification, misuse or abuse of the Product, use of the Product with non-SELLER supplied software or interfaced equipment, unauthorized and/or improper combinational use of the Product with other certain product, improper installation of the Product by non-SELLER engineers, accident, negligence, improper site preparation or operation or any other events outside of the environmental specifications for the Products set out in the documents and materials provided by SELLER to CUSTOMER from time to time.

9.3 Disclaimer

THE WARRANTY SET OUT ABOVE IS EXCLUSIVE AND NO OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, ARE EXPRESSED OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF A PARTY OR ANY THIRD PARTY. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PARTY TO ASSUME ANY OTHER LIABILITIES IN CONNECTION WITH THE SALES OR USE OF ANY PRODUCT COVERED BY THIS WARRANTY. THE REMEDIES PROVIDED IN THESE TERMS AND CONDITIONS FOR SALE ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. THE LIABILITY OF SELLER FOR BREACH OF ANY WARRANTY UNDER THESE TERMS AND CONDITIONS FOR SALE IS LIMITED TO EITHER REPAIR OR REPLACEMENT, AT SELLER'S

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The warranty provided in Section 9.1 will not be applied to any nonconformity, defects or failure of the Product resulting from improper maintenance or repair, unauthorized modification, misuse or abuse of the Product, use of the Product with non-SELLER supplied software or interfaced equipment, unauthorized and/or improper combinational use of the Product with other certain product, improper installation of the Product by non-SELLER engineers, accident, negligence, improper site preparation or operation or any other events outside of the environmental specifications for the Products set out in the documents and materials provided by SELLER to CUSTOMER from time to time.

9.3 Disclaimer

THE WARRANTY SET OUT ABOVE IS EXCLUSIVE AND NO OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, ARE EXPRESSED OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF A PARTY OR ANY THIRD PARTY. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PARTY TO ASSUME ANY OTHER LIABILITIES IN CONNECTION WITH THE SALES OR USE OF ANY PRODUCT COVERED BY THIS WARRANTY. THE REMEDIES PROVIDED IN THESE TERMS AND CONDITIONS FOR SALE ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. THE LIABILITY OF SELLER FOR BREACH OF ANY WARRANTY UNDER THESE TERMS AND CONDITIONS FOR SALE IS LIMITED TO EITHER REPAIR OR REPLACEMENT, AT SELLER'S OPTION, OF ANY PRODUCT ON WHICH LIABILITY IS BASED.

10. License

10.1 Subject to CUSTOMER's compliance with the Terms and Conditions for Sale set forth herein and those separately determined by SELLER, SELLER grants to CUSTOMER a non-exclusive and non-transferable license to (i) use the software (in machine-readable, object code form only), if any, installed in the Product purchased by CUSTOMER from SELLER ("Licensed Software") and (ii) use the documentation, if any, provided by SELLER to CUSTOMER in connection with such Product ("Licensed Documentation"), solely for the purposes of operation and maintenance of such Product.

10.2 Any title to and ownership of the Licensed Software and the Licensed Documentation (collectively, "Licensed Products"), and all rights therein and thereto (including copyrights and all other intellectual property rights), shall at any time remain with SELLER and its licensors. Except for the express rights granted to CUSTOMER hereunder, CUSTOMER has no right, title or interest in or to the Licensed Products.

10.3 The Licensed Products are only licensed hereunder and NOT SOLD to CUSTOMER. CUSTOMER shall not sublicense, sell, transfer, assign, encumber, rent, lease or otherwise dispose of the Licensed Products to any third party without the prior written consent of SELLER.

11. Confidentiality

11.1 "Confidential Information" means any non-public or other proprietary information received by a Party ("Receiving Party") from the other Party ("Disclosing Party") concerning these Terms and Conditions for Sale. Confidential Information disclosed in writing or other tangible form (including electric form) shall be marked "Confidential" or with other similar legend which identifies the information as confidential. Confidential Information disclosed in oral or visual form shall be identified as being confidential at the time of disclosure and thereafter shall be summarized by the Disclosing Party in writing that identifies the confidential information and shall be transmitted to the Receiving Party within thirty (30) days after such oral or visual disclosure. Confidential Information that is sample, prototype or other similar material shall be identified as being confidential in writing at the time of disclosure. Notwithstanding the foregoing, the Products and the Licensed Products shall be deemed Confidential Information of SELLER without being designated confidential pursuant to this Section. For the avoidance of doubt, information which has been exchanged for the purpose of evaluation of Product or deliberation on the possibility of purchase and which was identified as confidential in accordance with this Section 11.1 shall be deemed Confidential Information under these Terms and Conditions for Sale. Confidential Information does not include information which (i) is or becomes part of the public domain other than through a breach of this Section; (ii) is already in the possession of the Receiving Party; (iii) is legitimately received by the Receiving Party from another source; or (iv) is developed independently by the Receiving Party without the benefit of the Confidential Information.

11.2 The Receiving Party (i) shall not disclose any Confidential Information to any person or entity without prior written consent of the Disclosing Party, except to the Receiving Party's employees or officers who have a need to know concerning these Terms and Conditions for Sale and agree to be bound by the obligations under this Section; (ii) shall take all reasonable steps to prevent any unauthorized disclosure of the Confidential Information using at least the same degree of care as it normally exercises to protect its own proprietary information but no less than a reasonable standard of care; (iii) shall not copy or reproduce the Confidential Information without prior written consent of the Disclosing Party; and (iv) shall not use Confidential Information for any purpose other than the purpose for which it was disclosed without prior written consent of the Disclosing Party. The Receiving Party shall be responsible for any breaches of this Section by its employees and/or officers.

12. Intellectual Property Rights

12.1 CUSTOMER shall give SELLER prompt notice of any third party ("Claimant") claim, action or allegation that any Product infringes, violates or misappropriates any third party patent and other intellectual property or proprietary right of any third party (such rights, "Intellectual Property Rights," and such claims, actions or allegations, "Infringement Claims").

12.2 Subject to CUSTOMER's compliance with its obligations pursuant to Subsection 12.1, SELLER agrees to indemnify CUSTOMER with respect to any damages attributable to an Infringement Claim and actually paid by CUSTOMER to the Claimant to the extent CUSTOMER can demonstrate that the infringement, violation or misappropriation of Intellectual Property Rights alleged in the applicable Infringement Claim was proximately caused by the applicable Product as supplied to CUSTOMER hereunder; provided, however, that the indemnification obligation set forth in this Subsection 12.2 expressly excludes any duty to indemnify with respect to, or any liability arising out of or relating to, (i) any methods or processes employed in using any Product or (ii) any products or components manufactured by or on behalf of CUSTOMER, whether or not the manufacture of such products or components involved any use of Product. For the avoidance of doubt, the infringement, violation or misappropriation of Intellectual Property Rights alleged in the applicable Infringement Claim will not be deemed to be proximately caused by the applicable Product if the infringement, violation or misappropriation of Intellectual Property Rights alleged in the applicable Infringement Claim is attributable in whole or in part to (x) any modification, additions or revisions to Product not performed by SELLER, or performed by SELLER at the direction of CUSTOMER, (y) any use of Product in contravention of the applicable specifications, directions, user manual or similar use instructions available from SELLER or (z) any use of Product in combination with any product or component not supplied to CUSTOMER by SELLER. Subject to Section 13, this Subsection 12.2 states the entire liability of SELLER, and the sole remedy of CUSTOMER, with respect to any actual or alleged infringement, violation or misappropriation of any Intellectual Property Right by or in connection with any Product.

13. Limitation of Liabilities

NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL (i) SELLER BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE) FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS RESULTING FROM INTERRUPTION OF BUSINESS, PRODUCTION OR USE, OR LOSS OF DATA OR USE THEREOF, ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS FOR SALE, ANY ORDER CONFIRMATION, OR THE SUBJECT MATTER OF ANY OF THE FOREGOING (INCLUDING, WITHOUT LIMITATION, THE PRODUCT AND THE USE OR PERFORMANCE THEREOF), AND (ii) SELLER'S LIABILITY WITH RESPECT TO ANY CLAIM OR ALLEGATION ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS FOR SALE, ANY ORDER CONFIRMATION, OR THE SUBJECT MATTER OF ANY OF THE FOREGOING (INCLUDING, WITHOUT LIMITATION, THE PRODUCT AND THE USE OR PERFORMANCE THEREOF) EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER TO SELLER FOR A PRODUCT GIVING RISE TO SUCH LIABILITY. IN ADDITION, AND WITHOUT LIMITATION TO THE PARAGRAPH (i) AND (ii) OF THIS SECTION 13, IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS FOR SALE, ALL ORDER CONFIRMATION AND THE SUBJECT MATTER OF THE FOREGOING (INCLUDING, WITHOUT LIMITATION, THE PRODUCT AND THE USE OR PERFORMANCE THEREOF AND ANY AND ALL CLAIMS OR ALLEGATIONS ARISING OUT OF OR RELATING TO ANY OF THE FOREGOING) EXCEED THE AGGREGATE AMOUNT OF THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER TO SELLER FOR A PRODUCT GIVING RISE TO SUCH LIABILITY.

14. Taxes

Customs duties, taxes and other similar charges (including bank charge) incurred in CUSTOMER's country due to the execution or performance of these Terms and Conditions for Sale or the Order Confirmation shall be borne by CUSTOMER.

15. Assignments

Neither Party may assign or transfer any of the rights or obligations under these Terms and Conditions for Sale or the Order Confirmation without prior written consent of the other Party. Any attempted assignment or transfer without such consent shall be void and of no force and effect.

16. Dispute Resolution Arbitration

16.1 All disputes, controversies or differences which may arise between the Parties, out of or in relation to or in connection with these Terms and Conditions for Sale or the Order Confirmation ("Dispute") shall be resolved exclusively by litigation before a court of competent jurisdiction located in Tokyo, Japan, unless the Parties agree expressly in writing to make resolution through means other than litigation, including arbitration, mediation and other alternative dispute resolution methods.

16.2 If the Parties have agreed to settle a particular Dispute through arbitration, such Dispute shall be finally settled by arbitration in Tokyo, Japan in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The award rendered by the arbitrator shall be final and binding upon the Parties. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction over either or both Parties or their assets. Nothing herein shall preclude either Party from seeking and obtaining from a court of competent jurisdiction appropriate injunctive relief such as a temporary restraining order or preliminary injunction, to prevent a breach of these Terms and Conditions for Sale or the Order Confirmation or to otherwise maintain the status quo pending outcome of any arbitration.

16.3 During the litigation and other alternative dispute resolution between the Parties, the Parties may not suspend, refuse or delay further performance of the portion of these Terms and Conditions for Sale which is not the subject of the resolution.

17. Governing Law

These Terms and Conditions for Sale shall be governed in all respects by the laws of Japan without application of its conflict of law rules.

18. Export and Re-export

CUSTOMER shall adhere to laws and regulations of Japanese export control and shall not export or re-export the Product and relating technical data received hereunder or the indirect products of such technical data to any proscribed country listed in then-current Japanese export laws and regulations unless property authorized by Japanese government.