

FEI Europe B.V. Sales & Service division - Achtseweg noord - P.O. BOX 80066 - NL-5600 KA Eindhoven

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Quotation no.: **0235aEC-13072021 / EU117413**

14 July 2021

Dear [REDACTED],

Please find the estimated costs for the sparepart(s) and the service by our engineer on your Helios G4 HP (Serialnumber 9952881)

Specification

SERVICE

	Daily rate	Day	Net-Price
Labour estimate	27,000.00 CZK	2	54,000.00 CZK
Overnight charge	N/A		N/A
Estimated Subtotal			54,000.00 CZK

PARTS

Rebuild, UC+ gun CONSUME	List-Price	Qty	Discount	Net-Price
Part No. 1114871	654,480.00 CZK	1		229,095.00 CZK
	- 425,385.00 CZK			
				229,095.00 CZK

Prepaid service for FIB SEM Total estimated cost 140,359.50 CZK

It is essential to return the repairable item to FEI within 90 days.
Failing to comply to this request will result in a full charge of the list price.

FEI will invoice cost as incurred; according to receipt of signed Field Service report.

Please submit a Purchase Order including our Quotation number and our Item number(s) for the total amount above or sign this quotation below and fax or email it back.

Authorized signature / Date	Name in print	PO Number / reference:

Delivery time Approximately 2 to 4 weeks after receipt of order.
Validation period This quote is valid for 90 days from quotation date.
Payment terms N30 Days Net after invoice date
Pricing terms The prices are net and subject to VAT, at the prevailing rate.

PRICING IS BASED ON FEI COMPANY ("COMPANY") GENERAL TERMS AND CONDITIONS AND ANY COMPANY SPECIFIC TERMS AND CONDITIONS WHICH ARE PROVIDED BY THE COMPANY AT THE SAME TIME AS, OR WITH REFERENCE TO, THIS SERVICE QUOTE. COMPANY TERMS AND CONDITIONS ARE ALSO AVAILABLE ON REQUEST. ACCEPTANCE OF THIS SERVICE QUOTE INDICATES ACCEPTANCE OF THE COMPANY'S TERMS AND CONDITIONS.

This Service Quote, the Company's General Terms and Conditions and applicable Company Specific Terms and Conditions (together the "Agreement") shall govern and describe the services available to the Customer. Acceptance of this Service Quote, whether by signing this Service Quote and returning to the Company, submitting a purchase order to the Company based upon this Service Quote, or paying an invoice based upon this Service Quote shall constitute acceptance of the Agreement. The Agreement cannot be modified or amended by any other or subsequent document or agreement (including any purchase order, even if such purchase order has a statement to the contrary) and the Agreement shall govern any maintenance or service arrangement with the Customer, unless modified or changed by a subsequent agreement referencing the Agreement which has been approved in writing by the Company.

Service rates 2021

Contract Customer

Labor and travel rate:	3,553.00	CZK	Per hour
Overnight charge	3,250.00	CZK	Per day
Daily rate	35,227.00	CZK	Per day

Non Contract Customer

Labor and travel rate:	4,180.00	CZK	Per hour
Overnight charge	3,250.00	CZK	Per day
Daily rate	40,870.00	CZK	Per day

Daily rate: includes 9 hours of labor/travel and an overnight charge

The maximum travel charge for one way is 2 hours.

The minimum travel charge per day is 1 hour.

Actual working hours will be invoiced according to service report.

GENERAL TERMS AND CONDITIONS FOR TIME AND MATERIAL SERVICE

The following terms and conditions ("T&Cs") govern the delivery of services that are not covered under any service contract as described by FEI Company to Customer. The quotation for the services described hereunder and provided to Customer ("T&M Service Quote") and Customer hereby acknowledges receipt and review, and accepts the application of such documents. These T&Cs are effective as of the Effective Date specified on the T&M Service Quote.

1. **EQUIPMENT COVERAGE:** These T&Cs relate to parts, components and consumables, labor, incidental costs including travel, room and board expenses (collectively "T&M") for the specific equipment ("Equipment") as described in the T&M Service Quote or parts and consumables purchased under a prior T&M Service Quote for which Customer is now requesting service. FEI shall not be responsible for the loss of any Customer information or data stored by Customer on the Equipment.
2. **QUOTES/ENROLLMENT:** FEI's service helpdesk or service managers or their designees are authorized to offer T&M Service Quotes. T&M amount(s) set forth on the T&M Service Quote is an estimate only. Customer will be invoiced for actual T&M charges upon completion of the service visit. Any exceptions or changes to T&M Service Quote or other terms contained in these T&Cs must be approved in advance in writing by FEI. If FEI determines upon inspection of the Equipment that additional T&M is required, FEI will notify Customer of such additional T&M and the associated charges. Customer may approve such additional T&M or may terminate service at such time. Customer will be charged the minimum labor charge or the portion of the labor charges used up to such time, whichever is greater.
3. **MINIMUM LABOR CHARGES:** All service visits will be subject to the minimum labor charge specified on the T&M Service Quote (not including any incidental costs, travel, room and board expenses), irrespective of the actual time spent on site by FEI.
4. **SERVICES PROVIDED BY FEI:** FEI will provide the services, during FEI business hours, set forth on the T&M Service Quote (exclusive of FEI and local holidays), as described hereunder only upon receipt of a confirmed purchase order or a signed T&M Service Quote from Customer:
 - 4.1 **RENDERING OF SERVICE:** FEI does not guarantee a response time for T&M service. FEI will provide reasonable notice prior to any onsite service visit, including any preventive maintenance visit. FEI may at any time, at its sole discretion, change the date or time of an onsite service visit and will notify Customer accordingly.
 - 4.2 **REMOTE SUPPORT:** FEI can provide remote support for service issue diagnosis and repair of service issues that may be resolved remotely. Such support is subject to availability of service support staff and shall be applied against the labor time purchased by Customer.
 - 4.3 **SAFETY CHECKS:** Safety checks are mandatory for certain Equipment. If no safety checks have been recorded for the Equipment, FEI service representative has right to either: (i) complete the safety check before beginning the service visit or (ii) discontinue the service visit. Any such action by the FEI service representative shall be applied against the labor time purchased by Customer.
 - 4.4 **REPLACEMENT PARTS AND COMPONENTS:** FEI will make commercially reasonable efforts to ship standard parts, components or consumables but does not guarantee a delivery time frame. Such shipments will be shipped to Customer in accordance with the shipping terms set forth on the T&M Service Quote. Customer shall be responsible for all shipping cost for any replacement parts, components or consumables. In certain cases, Equipment or a part thereof will need to be returned to FEI for repair or replacement. Equipment should be returned to FEI only after the return has been approved by FEI and the Equipment has been assigned a specific return materials control number by FEI. Customer acknowledges and agrees that replacement parts or components that it obtains under these T&Cs may be new or reconditioned to manufacturer's specifications. FEI may, at its sole discretion, exchange and/or repair and modify existing parts or components of the Equipment, so long as it does not diminish the functionality of the Equipment. Except as set forth in Section 5.2, any repairable parts or components supplied and replaced by FEI with replacement parts or components shall become the sole property of FEI. The condition of any parts shall be determined by FEI, in its sole discretion.
5. **LIMITATIONS ON SERVICE OBLIGATIONS:**
 - 5.1 **NON-STANDARD INSTALLS OR USE OF NON-RECOMMENDED PARTS:** FEI reserves the right to refuse to provide services on any Equipment which is outside the configuration standards recommended by FEI or which includes the installation of any non-FEI recommended spare parts, components or consumables ("Non-Standard Parts"). Non-Standard Parts are those that have not been purchased through FEI or its authorized agents. Customer shall notify FEI in writing of any Non-Standard Parts used on the Equipment. If the Equipment is outside the configuration standards recommended by FEI or Customer has, at any time, installed any Non-Standard Parts, FEI does not guarantee performance of the Equipment or the ability of FEI to restore the Equipment to good working order.
 - 5.2 **PRODUCTS OF OPERATION/CONTAMINATION:** The cost and responsibility for disposal of by-products resulting from Equipment operation remains that of Customer. FEI reserves the right to reject any replaced parts or components returned to FEI due to contamination. Any such replaced parts or components, rejected by FEI, will be billed to Customer at FEI's then-current list price for such part or component. Notwithstanding anything in Section 4.4, in no event will FEI accept the return of any part or Equipment that has been exposed to or is contaminated with radioactive substances, biological/infectious agents, mercury, polychlorinated biphenyls (PCB's), dioxins or sodium azide, even if it is decontaminated.
 - 5.3 **NOTIFICATION OF NON-STANDARD CHEMICAL USAGE AND OTHER MATERIALS:** Customer agrees to inform FEI in writing of any use of non-standard chemicals or gases, bio-hazard substances or radiation (collectively "Non-Standard Materials") on or with the Equipment prior to making a request for FEI to service the Equipment. Such notification shall include the name of the Non-Standard Materials, the quantities used, applicable Material Safety Data Sheets (MSDS or SDS) and any other supporting information. Customer shall perform all actions required for system decontamination prior to service by FEI, certify such system decontamination if required by FEI, and be responsible for the costs of decontamination. Customer shall put in place and maintain any infrastructure, tools or equipment necessary for FEI to service the Equipment on which the Customer has used Non-Standard Materials. FEI reserves the right to refuse to provide service on Equipment that has a history of usage of Non-Standard Materials and shall have no obligations under these T&Cs to provide such service.
6. **PROVISION OF SERVICES:** Services will be performed by FEI or other authorized representative. FEI, in its sole discretion, may provide service through a third party representative and may change such representative at any time.
7. **CUSTOMER FACILITIES AND EQUIPMENT ACCESS:** Customer shall allow FEI's representative immediate and full access to the Equipment during each service visit. Customer shall also make available to FEI a qualified employee who is familiar with the Equipment and, if the visit is for corrective maintenance, the identified problem. The person must be present during the visit to assist in initial diagnosis to support resolution of the problem. Customer shall provide FEI's representative during the visit with a satisfactory and safe work area, and adequate cleaning supplies, electrical power, storage facilities, and telephone access. Upon notice by FEI, Customer shall provide the services of electricians, plumbers, masons, carpenters or other tradesmen, as necessary, to modify or correct Customer's facilities to accommodate proper functioning and service of the Equipment. Upon request, any and all services required must be provided within a reasonable time frame and at no charge to FEI.
8. **SERVICES OUTSIDE THE SCOPE OF THESE TERMS AND CONDITIONS:** All work must be approved in writing by Customer prior to FEI undertaking the work by way of an additional confirmed PO. Such work is subject to the terms of these T&Cs and following terms: (a) work outside the scope of these T&Cs shall be billed at FEI's extended service rate as set forth in the T&M Service Quote; (b) work outside FEI's regular business hours shall be billed as overtime at its scheduled rate as set forth in a T&M Service Quote; and (c) unless otherwise specifically agreed to in writing by the parties, Customer will be charged for all other reasonable incidental costs, including travel, room and board for such additional service.

9. **INVOICING AND PAYMENT TERMS:** Subsequent to completion of work, FEI will invoice Customer for the fees due. Unless otherwise specifically agreed to by the parties in writing, payment terms are net thirty (30) days from the date of the invoice. Any payments not received within thirty (30) days of the invoice date will be subject to a late payment charge equal to the lower of: (a) standard percentage charged by the local FEI service entity, or (b) the maximum interest rate permitted under local applicable law. In case of government contracts, standard local government payment terms for the period of these T&Cs will apply.
10. **TAXES:** Customer is responsible for all applicable taxes due, except for taxes based on FEI's income, and agrees to indemnify and hold FEI harmless for any claims relating thereto. Institutions claiming tax-exempt status shall provide FEI with satisfactory evidence of such status in order to claim exemption from any taxes
11. **FORCE MAJEURE:** Neither party shall be in breach of these T&Cs if it fails to perform due to causes beyond its control, including but not limited to, acts of God, power outage, power surge, fire, flood, earthquakes, theft, war, riot, civil unrest, embargoes, strikes, labor disputes, communications failures, terrorism or acts of civil or military authorities.
12. **WARRANTY AND DISCLAIMER:**
- 12.1 **LABOR:** All services provided hereunder will be performed in a workmanlike manner. Subject to the other terms of these T&Cs, all labor provided by an FEI service representative is guaranteed for a period of thirty (30) days from that service visit completion date. FEI's sole and exclusive obligation for breach of warranty shall be, at FEI's option, to (a) use commercially reasonable efforts to perform the services in a manner that conforms to the warranty, (b) refund to Customer the pro-rata portion of the fees paid by Customer to FEI allocated to the nonconforming services. The remedies set forth in this paragraph are Customer's exclusive remedies for any breach of this labor warranty.
- 12.2 **PARTS AND COMPONENTS:** Subject to the other terms of these T&Cs, all replacement parts or components (excluding consumables with specific lifetime as defined by FEI or per parts' data sheet) provided by FEI are guaranteed for a period of one hundred twenty (120) days from date of delivery of the part or ninety (90) days from the service completion date whichever is earlier. FEI's sole and exclusive obligation for breach of warranty shall be, at FEI's option, to (a) replace the replacement parts or components as the case may be, (b) refund to Customer the pro-rata portion of the fees paid by Customer to FEI allocated to the replacement parts or components. The remedies set forth in this paragraph are Customer's exclusive remedies for any breach of this parts and components warranty. FEI sells all Repairable Parts or Components on Net repair price basis. Customer is responsible to return such replaced parts or components within the stipulated period as stated at the beginning of this clause. Customer will be charged with full list price if they fail to return such parts or components within specified time frame. Any part or component package opened by Customer will be considered as sold and if it is not returned within specified time frame, its full list price will be invoiced.
- 12.3 **CONSUMABLES AND CONSUMABLE PACKAGES:** If a consumable with expected life time, as per FEI's published data sheet for such consumable, fails before completion of less than 50% of its expected lifetime, such consumable will be replaced at no charge to Customer and labor time will not be charged to Customer. If a consumable fails between 50% and 80% of its expected lifetime, the replacement consumable will be charged to Customer on pro-rated basis for the portion of the consumable's unused lifetime and labor time will be charged on pro-rated basis to Customer. If a consumable fails after completion of more than 80% of its expected lifetime, the replacement will be charged to Customer at FEI's standard rate. If a consumable, with expected lifetime, is bought under 'consumable package', fails before completion of its expected lifetime, the replacement of such consumable will be charged to Customer on pro-rated basis based on consumable package price. If a consumable fails due to improper use by Customer, the full cost of the replacement consumable, full package cost of consumable replacement and labor time will be charged to Customer. All other consumables without published expected lifetime data are warranted in accordance with Section 12.2. In all above cases no warranty will be provided beyond eighteen (18) months for such consumables from their ship date.
- 12.4 Except as set forth in this section, FEI disclaims all other warranties, express or implied, respecting its obligations hereunder.
13. **CONFIDENTIAL INFORMATION:** Customer understands that in the course of FEI performing its obligations hereunder, FEI may disclose confidential information ("Confidential Information"), to Customer. Customer may use Confidential Information only to assist FEI in performing its obligations hereunder. Customer agrees not to disclose Confidential Information, directly or indirectly, to any third party. Customer may, however, disclose Confidential Information to its employees who have a need to know and are bound by confidentiality obligations no less restrictive than those set forth herein. Customer will protect the Confidential Information using the same degree of care it uses to protect its own confidential information, but no less than a reasonable degree of care. Customer's obligations of confidentiality hereunder shall not apply to information which: (a) is now, or hereafter becomes, through no act or failure to act on the part of Customer, generally known or available; (b) is independently known by Customer at the time of receiving such information; (c) is hereafter furnished to Customer by a third party without a breach of any obligation to FEI; (d) is independently developed by Customer without using FEI's Confidential Information or breaching these T&Cs; or (e) is required by law to be disclosed in response to a valid order by a court or other governmental body, provided Customer gives FEI prompt written notice of such requirement prior to disclosure so that FEI may attempt to obtain an order protecting such information from public disclosure. Customer's obligation under this Section shall survive the termination or expiration of the T&Cs. Customer is prohibited from taking photos or video of FEI representatives performing service without FEI's prior written consent. If Customer begins to take photos or video of a FEI representative during the course of a service visit, such representative shall have the right to discontinue service.
14. **LIMITATION ON LIABILITY:**
- 14.1 **WITH THE EXCEPTION OF CUSTOMER'S LIABILITY ARISING FROM A BREACH OF SECTION 13 ("CONFIDENTIAL INFORMATION"), NEITHER SHALL PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY. FOR (I) ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OF REVENUE; (III) LOSS OF ACTUAL OR ANTICIPATED PROFITS; (IV) LOSS OF ANTICIPATED SAVINGS; (V) LOSS OF BUSINESS; (VI) LOSS OF OPPORTUNITY; (VII) LOSS OF GOODWILL; (VIII) LOSS OF REPUTATION; OR (XI) LOSS OR CORRUPTION OF DATA, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.**
- 14.2 **EACH PARTY'S LIABILITY HEREUNDER WILL BE LIMITED TO ACTUAL DIRECT DAMAGES, AND FOR FEI SUCH LIABILITY SHALL NOT TO EXCEED THE AMOUNT RECEIVED BY FEI HEREUNDER. THESE LIMITATIONS WILL APPLY FOR ALL CLAIMS, INCLUDING WITHOUT LIMITATION, CONTRACT WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. NOTHING HEREIN SHALL EXCLUDE OR LIMIT A PARTY'S LIABILITY FOR (I) FRAUD; (II) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; OR (III) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY LAW.**
15. **EXPORT CONTROLS:** Customer will not export or re-export, either directly or indirectly, any Equipment, part or component or system incorporating such Equipment, part or component without first obtaining any required license or other approval from the appropriate host government, other applicable authorities, including but not limited to the U.S. Department of Commerce (or any other agency or department of the U.S. Government with appropriate authority), the Dutch Ministry of Foreign Affairs (Ministerie van Buitenlandse Zaken) and Czech Ministry of Industry and Trade (MPO); and/or from FEI when applicable. If the delivery of products, services and/or documentation becomes (1) subject to export license, or (2) restricted or prohibited due to (changed) regulations, FEI may suspend its obligations and/or terminate the relevant order in all cases without incurring any liability towards the Customer.
16. **NOTICES:** Any notice or communication to a party required or permitted hereunder shall be in writing and shall be deemed given and made on receipt by such party at the address set forth herein or such other address indicated by either party in writing.
17. **SEVERABILITY:** If any provision contained in these T&Cs for any reason, are held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability of such provision shall not affect any other provision of these T&Cs. These T&Cs shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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18. ENTIRE TERMS & CONDITIONS: The T&M Service Quote together with these T&Cs sets forth the entire understanding of the parties with respect to the subject matter of these T&Cs.
19. HIRING FEI SERVICE REPRESENTATIVES: Customer agrees that for so long as it has a service arrangement with FEI (under these T&Cs or otherwise), and for six months following the termination of such arrangement, it will not directly, indirectly or through a third-party, solicit for hire, hire or otherwise engage, any FEI field service representative, as an employee, independent contractor, representative or agent, or engage any entity where that person is a principal, shareholder, partner or sole proprietor to provide Equipment service or maintenance.
20. GOVERNING LAWS: If these T&Cs are entered into in Austria, Belgium, Denmark, Norway, Spain, Sweden, Switzerland or the Netherlands, these T&Cs shall be governed by the laws of The Netherlands.