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Ustav struktury a mechaniky hornin
V Holesovickach 41

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Ustav struktury a mechaniky hornin
Institute of Rock Structure
V Holesovickach 41

182 09 Praha 8
Czech republic

182 09 Praha
Czech republic
VAT Reg CZ67985891

Quotation no.: 0297aGR-16092022 / EU136148

16 September 2022

Dear Mrs. Jana Schweigstilova,

Please find the estimated costs for the sparepart(s) and the service by our engineer on your Quanta 450 (Serialnumber D9150)

Specification:

SERVICE

	Daily rate	Day	Net-Price
Labour estimate	18,000.00 CZK	1	18,000.00 CZK

Estimated Subtotal 18,000.00 CZK

PARTS

	List-Price	Qty	Net-Price
PM Combined DSGS/HT2 SPARES	78,786.00 CZK	1	78,786.00 CZK

Part No. 1252182

78,786.00 CZK

Total estimated cost 96,786.00 CZK

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:
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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.

Incoterms CIP

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 2022

Contract Customer		Service Rate based on 15% discount		
Labor and travel rate:	4,007.75	CZK	Per hour	
Overnight charge	3,665.00	CZK	Per day	
Daily rate	39,734.75	CZK	Per day	
Non Contract Customer				
Labor and travel rate:	4,715.00	CZK	Per hour	
Overnight charge	3,665.00	CZK	Per day	
Daily rate	46,100.00	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

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 sales or service contract as described by FEI Company ("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. Company shall not be responsible for the loss of any Customer information or data stored by Customer on the Equipment.
2. **QUOTES/ENROLLMENT:** Company'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 Company. If Company determines upon inspection of the Equipment that additional T&M is required, Company 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 Company.
4. **SERVICES PROVIDED BY COMPANY:** Company will provide the services, during Company business hours, set forth on the T&M Service Quote (exclusive of Company 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:** Company does not guarantee a response time for T&M service. Company will provide reasonable notice prior to any onsite service visit, including any preventive maintenance visit. Company 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:** Company 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 is billable at Company's standard labor rate.
 - 4.3 **SAFETY CHECKS:** Safety checks are mandatory for certain Equipment. If no safety checks have been recorded for the Equipment, Company 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 Company service representative shall be applied against the labor time purchased by Customer.
 - 4.4 **REPLACEMENT PARTS AND COMPONENTS:** Company 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 Company for repair or replacement. Equipment should be returned to Company only after the return has been approved by Company and the Equipment has been assigned a specific return materials control number by Company. 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. Company 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 Company with replacement parts or components shall become the sole property of Company. The condition of any parts shall be determined by Company, in its sole discretion. Company sells repairable parts or components on net price basis. Customer is responsible to return any such parts or components within ninety (90) days after the date of delivery of the replacement parts or components to Customer. Customer will be invoiced full list price if Customer fails to return such parts or components. Any part or component package opened by Customer will be considered as sold and if such part or component is not returned within ninety (90) days after the date of delivery of the replacement part or component, the full list price will be invoiced to Customer. A restocking fee will be charged for all returned parts and components.
5. **LIMITATIONS ON SERVICE OBLIGATIONS:**
 - 5.1 **NON-STANDARD INSTALLS OR USE OF NON-RECOMMENDED PARTS:** Company reserves the right to refuse to provide services on any Equipment which is outside the configuration standards recommended by Company or which includes the installation of any non-Company recommended spares parts, components or consumables ("Non-Standard Parts"). Non-Standard Parts are those that have not been purchased through Company or its authorized agents. Customer shall notify Company in writing of any Non-Standard Parts used on the Equipment. If the Equipment is outside the configuration standards recommended by Company or Customer has, at any time, installed any Non-Standard Parts, Company does not guarantee performance of the Equipment or the ability of Company 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. Company reserves the right to reject any replaced parts or components returned to Company due to contamination. Any such replaced parts or components, rejected by Company, will be billed to Customer at Company's then-current list price for such part or component. Notwithstanding anything in Section 4.4, in no event will Company 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 Company 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 Company 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 Company, certify such system decontamination if required by Company, and be responsible for the costs of decontamination. Customer shall put in place and maintain any infrastructure, tools or equipment necessary for Company to service the Equipment on which the Customer has used Non-Standard Materials. Company 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 Company or other authorized representative. Company, 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 Company's representative immediate and full access to the Equipment during each service visit. Customer shall also make available to Company 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 Company'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 Company, 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 Company.

8. SERVICES OUTSIDE THE SCOPE OF THESE TERMS AND CONDITIONS: All work must be approved in writing by Customer prior to Company 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 Company's extended service rate as set forth in the T&M Service Quote; (b) work outside Company'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, Company 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 Company 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 Company's income, and agrees to indemnify and hold Company harmless for any claims relating thereto. Institutions claiming tax-exempt status shall provide Company 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 Company service representative is guaranteed for a period of thirty (30) days from that service visit completion date. Company's sole and exclusive obligation for breach of warranty shall be, at Company'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 Company 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, Company warrants that all replacement parts or components (excluding consumables with specific lifetime as defined by Company or per parts' data sheet) provided by Company under these T&Cs will be free from material defects in materials, workmanship or design 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. Company's sole and exclusive obligation for breach of this warranty shall be, at Company's option, to (a) replace the replacement parts or components as the case may be, or (b) refund to Customer the pro-rata portion of the fees paid by Customer to Company 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.

12.3 CONSUMABLES AND CONSUMABLE PACKAGES: If a consumable with expected life time, as per Company'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. If a consumable fails after completion of more than 80% of its expected lifetime, the replacement will be charged to Customer at Company'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 DISCLAIMER: Except as set forth in this section, Company disclaims all other warranties, express or implied, respecting its obligations hereunder.

12.5 EXCLUSIONS: In no event shall Company have any obligation under this Section 12 to make repairs, replacements or corrections required, in whole or in part, as the result of: (a) wrongful acts, misuse, fault or negligence of or by, or on behalf of Customer or any third party, including operation outside Company's recommended specifications and operator error; (b) Customer's failure to comply with these T&Cs; (c) use of the Equipment in a manner or environment for which they were not designed; (d) causes external to the Equipment such as, but not limited to, power failure, power surges or improper use of power supply, computer viruses and malicious code, facility failure; (e) improper storage and handling of the Equipment; (f) use of the Equipment in combination with consumables, equipment or software not supplied or approved by Company; (g) Company's compliance with designs, specifications or instructions supplied to Company by Customer; (h) Customer's failure to comply with Company's designs, specifications or instructions including site installation guidelines; (i) installation, repairs, modifications, updates, upgrades or maintenance of Equipment without Company's written approval; (j) contamination introduced by Customer or third parties or the use of materials not expressly approved for use with the Equipment by Company; (k) use of used parts, or parts or consumables modified or refurbished by parties other than Company, in each case, without the Company's prior written consent; or (l) accident, disaster or event of force majeure. If Company determines that Equipment for which Customer has requested warranty services are not covered by the warranty hereunder, Customer shall pay or reimburse Company for all costs of investigating and responding to such request at Company's then prevailing time and materials rates. If Company provides repair services or replacement parts that are not covered by this warranty, Customer shall pay Company therefor at Company's then prevailing time and materials rates.

13. CONFIDENTIAL INFORMATION: Customer understands that in the course of Company performing its obligations hereunder, Company may disclose confidential information ("Confidential Information"), to Customer. Customer may use Confidential Information only to assist Company 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 Company; (d) is independently developed by Customer without using Company'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 Company prompt written notice of such requirement prior to disclosure so that Company 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 Company representatives performing service without Company's prior written consent. If Customer begins to take photos or video of a Company 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 COMPANY SUCH LIABILITY SHALL NOT TO EXCEED THE AMOUNT RECEIVED BY COMPANY 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 COMPLIANCE: With regard to exports and re-exports, unless authorized by applicable laws and regulations, Customer represents and warrants that no product supplied by Company, or products, technology or services that Customer may be deemed to control as a distributor or reseller, shall be exported, re-exported, distributed or supplied to (a) any person or organization in Cuba, Iran, North Korea, Sudan, or Syria, or who is considered a part of the government of those countries, (b) any person or organization who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities, or (c) any person or organization who is prohibited by the government of the United States, or of any other country, from receiving the subject product, technology or services, or from participating in transactions involving the subject product, technology or services. Both Customer and Company confirm they shall comply with all applicable laws and regulations including but not limited to the U.S. export laws and regulations. Customer acknowledges that the provision by Company of certain products (including without limitation components and spare parts therefore), technologies or services (including without limitation warranty services) and technology including technical information supplied by Company or contained in documents (collectively "Items") may require Company to first obtain a license from (or otherwise secure the assent of) the U.S. government or other regulatory body. Customer agrees that any delay in the provision of, or failure to provide, any such products, technologies or services, occasioned by Company's failure, or inability, to obtain any such license that Company believes it should obtain (or otherwise secure assent) timely (or ever) shall (i) not constitute a breach or default by Company of the agreement or any other express or implied obligations of Company to Customer and (ii) shall not give rise to any liability, or further obligation, of Company. Customer shall, if requested by Company, (i) promptly provide written information correctly identifying the end user and end use of any Items (including without limitation any such information as it may relate to a subsequent transfer of such Items by Customer) and (ii) cooperate fully with Company in any official or unofficial audit or inspection arising in respect of the Items under applicable export or import control laws or regulations. In the event that Customer resells or transfers Company's product as a distributor or otherwise, Customer shall ensure that the end user to whom Customer resells or transfers the products agrees in writing to the provisions of this section and Customer covenants to use its best efforts to enforce such provisions against the end user should it fail to comply. Failure of Customer to strictly comply with this clause shall be a material breach of this Agreement.

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.

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 COMPANY SERVICE REPRESENTATIVES: Customer agrees that for so long as it has a service arrangement with Company (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 Company 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, without the prior written consent of Company.

19. HIRING COMPANY SERVICE REPRESENTATIVES: Customer agrees that for so long as it has a service arrangement with Company (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 Company 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, without the prior written consent of Company.