



AMO GmbH · Otto-Blumenthal-Str. 25 · D-52074 Aachen

CATRIN-RCPTM
Slechtitelů 241/27
779 00, Olomouc – Holice
Czech Republic

AMO GmbH

Otto-Blumenthal-Str. 25
52074 Aachen
Germany

Tel.: [REDACTED]

Fax: [REDACTED]

Quotation No.: A240506

Date: 07.02.2024

Our Sign: [REDACTED]

Cost center: Service Fertigung

Quotation

Thank you for your interest in collaborating with us. We like to offer you according to the "General Terms and Conditions at the AMO GmbH" and the following additional conditions:

240506 – 2d hole grids

Article:	Description:	Amount:	Unit:	VAT:	Unitprice:	Total:
240506.1	2d hole grid, pitch 500 nm	1	pc		3.500,00 €	3.500,00 €
240506.2	2d hole grid, pitch 1000 nm	1	pc		3.500,00 €	3.500,00 €
	Shipping fee	1	pc		100,00 €	100,00 €
					Sum net	7.100,00 €
					Sum total:	7.100,00 €

Specification for article 240506.1 / 240506.2:

Substrate: 6 inch silicon wafer (100), thickness: 650 μm +/- 25 μm
Type of grating: 2d hole grid
Grating pitch: 500 nm +/- 10 nm; 1000 nm +/- 10 nm,
Etch depth: 100 nm or 175 nm (500 nm pitch); down to 200 nm for 1000 nm pitch
Diameter of the holes: Typically smaller than half pitch

Each single wafer (=grating) will be cut into pieces with the size 2.5 cm x 3 cm according to customer specifications.

For this purpose, the wafers (gratings) will be glued onto so-called blue tape. The blue tape holds the individual pieces together during the sawing process and prevents damage. The front side of the wafers carries the grating structure. This side is coated with protective layer, that protect from sawing dust. The protective layer is a polymer that can be removed by the customer itself using propanol and acetone.

Time of delivery: **Approx. 4 weeks following the incoming order**
Please address your order to [REDACTED]

Price : Plus legal value added tax and forwarding expenses

Exhibits to this offer: The technology contained in the subject remains our exclusive property. This order does not grant rigths of use of any kind. The subject may not be copied, duplicated, modified or altered, neither completely nor partially. Clause 4 of our "General Terms and Conditions for Research and Development at the AMO GmbH " is not applied.

Technical modifications: In the sense of the technical progress we reserve ourselves the right to changes the products capabilities or characteristics.

Payment terms: net 30 days

Validity Period: This offer is valid for 2 months after its emergence date

Remark: All processing work will be performed on a "best efforts" basis only. This means that we will utilize the full extent of our expertise, within the limitations of the equipment, to perform the process, and any improvements, as best as we can.
We can not guarantee that the finished product will hold to any specific tolerances or perform as expected or intended. We can not guarantee any delivery schedules.

Yours sincerely

[REDACTED]

General Terms and Conditions for Research and Development Contracts at the non-profit AMO GmbH for the promotion of applied research within the range of micro-, optoelectronics and nano-technology.

AMO GmbH is a society registered to perform and support applied research. AMO GmbH exclusively and directly pursues non-profit objectives that are of public benefit. It is in this context that these general terms and conditions fulfil the requirements of commissioned research projects.

1 Offer, project period

- 1.1 The offer describes the project with regard to its precise application, content and extent of procedures, the time frame as well as the research and development aim. Deviations from the original offer must be confirmed in writing.
- 1.2 If the intended project period is insufficient, the AMO GmbH will submit alternative proposals - stating the reasons - to its client as a basis for an extension of the project period by mutual agreement.

2 Fees

- 2.1 Fees are fixed, unless expressly charged according to expenses incurred using an upper cost limit. Turnover tax will be added, if applicable.
- 2.2 The AMO GmbH will inform the client immediately if it appears that the intended results cannot be achieved for the agreed-fee, as well as propose further action.

3 Payment

- 3.1 A reasonable advance payment must be agreed upon, which is due as specified in the agreed payment schedule, otherwise the date of the invoice determines the due date of payment. Payments are to be made to the account of the AMO GmbH without deduction, stating the invoice number.
- 3.2 No amounts may be off set against sums owed to the AMO GmbH, unless such counterclaims are uncontested or final and absolute.

4 Research & Development Result

- 4.1 The research and development result is provided to the client after completion of the project, as set forth in the offer.
- 4.2 In accordance with the project's objective the client receives a non-exclusive licence to inventions made and to industrial property rights applied for or granted to the AMO GmbH. The client bears the statutory remuneration paid to an employed inventor, for using the invention, as well as an agreed proportion of the costs of registration, maintenance and defence of such industrial property rights.
- 4.3 Instead of the right according to clause 4.2, the client can request, for a fee, an exclusive licence for the invention made or industrial property rights applied for or granted to the AMO GmbH in the specific field of application of the project. The request shall be in writing and not later than three months after notification regarding the invention. The AMO GmbH shall retain a non-exclusive right of use for no charge for its own scientific work.
- 4.4 The client receives non-exclusive, free of charge licences to the copy righted research and development results, as well as the know-how acquired by the AMO GmbH during the project. Separate arrangements are required for granting exclusive licences for the specific field of the application of the project.
- 4.5 Should already existing protected copyrighted privileges of the AMO GmbH be used to carry out the project, and if the client needs them to exploit the project result, then the client will receive non-exclusive licences thereto against payment, which must be arranged separately, provided the AMO GmbH has no conflicting interests.

5 Conflicting third-party industrial property rights

- 5.1 The AMO GmbH will inform its client immediately of any third party coming to its attention, whose rights could be violated by the use of the research and development results. The AMO GmbH and the client will decide how to proceed by mutual agreement, taking the third-party rights into consideration by carrying out the project
- 5.2 In the event of a payment obligation determined in a final and absolute manner on the client's behalf, based on violation of industrial property rights, the AMO GmbH may choose the means to obtain the necessary licences for the client, or provide the client with a modified development object, or parts thereof, remedying the charge of violation. The client has no further claims in case of violation of third-party industrial property rights.

6 Warranty

- 6.1 The AMO GmbH guarantees the use of generally accepted rules of technology as well as scientific care, but not actual attainment of the research and development goal.
- 6.2 The AMO GmbH is entitled to remedy defects that may occur. Should such remedy be to no avail, the client has the option of either demanding a reduction in the fee or the cancellation of the agreement. Further rights of warranty are precluded hereby.
- 6.3 Warranty is limited to six months from the date of delivery of the research and development result. This also applies to warranty claims that are not subject to the statutory warranty periods.

7 Liability

- 7.1 The liability of the AMO GmbH and its legal representatives and those employed in fulfilment of the contract, arising from breaches of contract or tort is limited to cases of intent, gross negligence, lack of warranted quality (characteristics) and violation of a responsibility, which would jeopardize the contractual objectives.

8 Retention of title

- 8.1 The client obtains ownership and the right to use the results only after complete payment as specified in the offer. The property of the AMO GmbH is not subject to pledge or chattel mortgage.
- 8.2 If the AMO GmbH loses its ownership due to the interlinking or combining of property, then it is already now stipulated that the client's title to the property shall be transferred to the AMO GmbH in proportion to the value of the AMO GmbH's share thereof (invoice value).
- 8.3 In the event of sale prior to complete payment to the AMO GmbH, the client transfers all rights and titles arising from the sale to the AMO GmbH.

9 Confidentiality

- 9.1 The AMO GmbH and the client will not make any technical/ business information supplied by the other party, and declared as confidential, accessible to third Parties during the period and after termination of the agreement. This does not apply to information which is available to the public, or for which the AMO GmbH or the client have waived confidential treatment in writing.

10 Publications, advertising

- 10.1 The client is entitled, after prior consultation with the AMO GmbH, to publish the research and development results stating the originator. Such consultation should, consider non-interference with dissertations, theses, applications for protected privileges, et cetera.
- 10.2 The client is consulted in due time prior to publication by the AMO GmbH, relating to the field of application for which the client requests an exclusive licence as provided for in clause 4.3.
- 10.3 Should the client wish to use the results for advertising purposes naming the AMO GmbH, the client may only do so with the express consent thereof.

11 Termination of the contract

- 11.1 The client and the AMO GmbH are entitled to terminate the contract with immediate effect for good cause. If no substantial progress has been made after at least six months of starting work, notice to terminate may be given with one month's notice at the end of any calendar month.
- 11.2 Following effective notice to terminate, the AMO GmbH will deliver the results achieved to date to the client within four weeks. The client is obliged to remunerate the AMO GmbH for expenses incurred thus far.

12 Miscellaneous

- 12.1 Ancillary agreements, amendments, additions hereto must be made in writing.
- 12.2 The place of performance for the services is Aachen, Germany. Payments from the client are to be made in Aachen.
- 12.3 The law of the Federal Republic of Germany applies.