

Purchase Contract

(hereafter the “Contract”)

1. CONTRACTUAL PARTIES

1.1 A) The Buyers (and also Future Owners):

Fyzikální ústav AV ČR, v. v. i. (Institute of Physics of the Czech Academy of Sciences),

with registered offices at: Na Slovance 1999/2, 182 00 Praha 8, Czech Republic,

represented by: RNDr. Michael Prouza, Ph.D., Director,

registered in the Register of public research institutions of the Ministry of Education, Youth and Sports of the Czech Republic.

ID No.: 68378271

Bank: [REDACTED]

Account No. IBAN: [REDACTED]; SWIFT (BIC): [REDACTED]

(hereinafter referred to as “FZU”)

and

Univerzita Karlova (Charles University),

with registered offices at: Ovocný trh 560/5, 116 36 Praha 1, Czech Republic.

Unit: Matematicko-fyzikální fakulta (Faculty of Mathematics and Physics),

with registered offices at: Ke Karlovu 2027/3, 121 16 Praha 2, Czech Republic,

represented by doc. RNDr. Mirko Rokyta, CSc., Dean,

registered in the Register of Higher Education Institutions and conducted study programmes of the Ministry of Education, Youth and Sports of the Czech Republic.

ID No.: 00216208

Bank: [REDACTED]

Account No. IBAN: [REDACTED]; SWIFT (BIC): [REDACTED]

(hereinafter referred to as “MFF UK”)

and

Ústav organické chemie a biochemie AV ČR, v. v. i. (Institute of Organic Chemistry and Biochemistry of the Czech Academy of Sciences),

with registered offices at: Flemingovo nám. 542/2, 160 00 Praha 6, Czech Republic,

represented by: prof. RNDr. Jan Konvalinka, CSc., Director,

registered in the Register of public research institutions of the Ministry of Education, Youth and Sports of the Czech Republic.

ID No.: 61388963

Bank: [REDACTED]

Account No. IBAN: [REDACTED]; SWIFT (BIC): [REDACTED]

(hereinafter referred to as “UOCHB”)

B) whereas the Buyers have nominated MFF UK to represent them in all matters related to this Contract after its conclusion and in all dealings with

1.2 the Seller:

Linde Engineering North America LLC,

with registered offices at: 1521 Concord Pike, Suite 201, Wilmington, Delaware 19803, U.S.A,
represented by: Janine Blank, on the basis of a power of attorney,
registered in Delaware, U.S.A.

ID No.: 949191 (Delaware)

Tax ID No.: 06-1249050

Bank:

Account No.: ; SWIFT (BIC):

(the Buyers and the Seller are hereinafter jointly referred to as the **“Parties”** and each of them individually as a **“Party”**).

2. FUNDAMENTAL PROVISIONS

- 2.1 The Buyers are Czech public institutions focused on science and research. Each of the Buyers (FZU, MFF UK and UOCHB) agrees to be jointly and severally liable to the Seller for all obligations and all agreements under the Contract, incl. unconditional guarantee of timely payment according to this Contract.
- 2.2 The Seller was selected as the winner of a public procurement procedure announced by the Buyers in accordance with Czech Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter the **“Act”**), for the public contract called **“Helium Liquefier System - REISSUE”** (hereinafter the **“Procurement Procedure”**).
- 2.3 The documentation necessary for the execution of the subject of performance hereof consist of
- 2.3.1 **Technical specifications** of the subject of performance hereof attached as **Annex No. 1** hereto.
- 2.3.2 The Seller’s bid submitted within the Procurement Procedure in its parts which describe the subject of performance in technical detail (hereinafter the **“Seller’s Bid”**); the Seller’s Bid forms **Annex No. 2** to this Contract and is an integral part hereof.

In the event of a conflict within the Contract the order of precedence shall be as follows: **1.** terms and conditions of this Contract; **2.** Annex No. 1; **3.** Annex No. 2; and **4.** all other documents.

- 2.4 Subject to Article 16., the Seller acknowledges that the production, delivery and handover of the subject of performance within the specified time and of the specified quality, as shown in Annexes No. 1 and 2 of this Contract, including invoicing, is essential for the Buyers. If the Seller does not fulfil the contractual requirements, the Buyers may incur damages.

3. SUBJECT-MATTER OF THE CONTRACT

3.1 The subject of this Contract is the obligation on the part of the Seller to manufacture and transfer into the Buyers' ownership:

the **Helium Liquefier System** specified in detail in Annexes No. 1 and No. 2 hereto

(hereinafter the "**Equipment**")

and the Buyers undertake to accept the Equipment and to pay to the Seller the agreed upon price.

3.2 The following activities are an integral part of the performance to be provided by the Seller:

3.2.1 Submission of the Operation and Maintenance Manual to support installation and operation of the Equipment;

3.2.2 Manufacturing the Equipment and verifying its functionality before handing it over for transportation to the place of installation of the Equipment (hereinafter the "**Site**"). The functionality of the Equipment is verified and the acceptance shall be completed by carrying out the Factory Acceptance Test (hereinafter the "**FAT**"); a detailed description of the FAT is included in Annex No. 2; FAT shall include at least:

a. Performance test of the liquefier without liquid nitrogen precooling;

b. Performance test of the liquefier with liquid nitrogen precooling;

c. Remote monitoring and control check;

3.2.3 Preparation of Equipment incl. all accessories specified in Annexes No. 1 and 2 hereto for transportation and its handover for transportation;

3.2.4 Technical consultancy after the installation of the Equipment and all components necessary to operate the Equipment at the Site as per Section 10.1;

3.2.5 Delivery of list of spare parts (including current prices) and CE certification documents of the Equipment in electronic form (MS Office or PDF format);

3.2.6 Training of operators at the Site - at least 3 full days (24 hours in total) of training of 3 operators;

3.2.7 Free-of-charge warranty Equipment service during the warranty period as set forth in Article 15.

3.3 The Seller shall be liable for the Equipment and related services to be in full compliance with this Contract, its Annexes, technical and quality standards prevailing at the time of signing this Contract and that the Buyers will be able to use the Equipment for the defined purpose, i.e. for the production of liquid helium in the volumes as set forth in this Contract. In the case of any conflict between applicable standards, it is understood that the stricter standard or its part shall always apply.

3.4 The Equipment and all its parts and accessories must be brand new and unused.

4. PERFORMANCE PERIOD

- 4.1 The Seller undertakes to hand over the Equipment for transportation within **16 months** of the conclusion of the Contract, provided that Seller received the down payment as per Section 5.4.1. If the Equipment cannot be delivered within 30 days after notice of readiness for transportation (shipment) by reasons for which Seller is not responsible, Seller shall be entitled to store the Equipment at the Buyers' cost. The handover for the Equipment for transportation shall be deemed effected as of the date of its readiness for transportation (shipment).
- 4.2 The Seller undertakes to submit a list containing conditions which are recommended to be met at the Site according to Section 3.2 no later than 3 months after the conclusion of the Contract.
- 4.3 The Seller is obliged to notify the Buyers of the estimated date of FAT and subsequently of handover of the Equipment for transportation at least 30 days in advance. The term of the latter is subject to the consent of the Buyers.

5. PURCHASE PRICE, INVOICING, PAYMENTS

- 5.1 The purchase price for the Equipment is based on the Seller's Bid and amounts to 1,445,000.00 **USD** (in words: one million four hundred forty five thousand) excluding VAT (hereinafter the **"Price"**). VAT shall be settled in accordance with the valid Czech regulation.
- 5.2 If due to reasons on the part of the Buyers, 10 man-days of technical assistance during installation check, commissioning and training calculated altogether is exceeded and/or any additional technical assistance may become necessary, the Buyers shall pay to Seller for each calendar-day a fee set forth in the Seller's Bid.
- 5.3 The Price includes any and all performance provided by the Seller in connection with the Contract incl. Annexes No. 1 and 2 for the proper and complete manufacture and handover of the Equipment hereunder, as well as all costs that the Seller may incur in connection with the checking of the installation performed by the Buyers prior to commissioning, training of the Equipment operators upon commissioning, and including all other costs or expenses that may arise in connection with creation of an intellectual property and its protection. The Buyers shall in due time provide Seller with reasonable access to the location for the performance of the services as set forth in this Contract.
- 5.4 The Parties agreed that the Seller shall be entitled to invoice the Price as follows:
 - 5.4.1 Issue an advance invoice in the amount of 40 % of the Price excluding VAT after the conclusion of the Contract;
 - 5.4.2 invoice 25 % of the Price excluding VAT 12 months after the conclusion of the Contract upon presentation of upon written confirmation that main components have been ordered and fabrication has been started;
 - 5.4.3 invoice 25 % of the Price excluding VAT upon presentation of the protocol of successfully performed FAT (acceptance protocol) and
 - 5.4.4 invoice 10 % of the Price excluding VAT upon presentation of the documentation of the completed commissioning of the Equipment at the Site.

- 5.5 All invoices issued by the Seller must comply with the double taxation agreements, if applicable, and must contain:
- 5.5.1 name and registered office of MFF UK,
 - 5.5.2 tax identification number of MFF UK,
 - 5.5.3 name and registered office of the Seller,
 - 5.5.4 tax identification number of the Seller,
 - 5.5.5 registration number of the invoice,
 - 5.5.6 scope of the performance (including the reference to this Contract),
 - 5.5.7 the date of the issue of the invoice,
 - 5.5.8 invoiced amount and the Price,
 - 5.5.9 the date of the conclusion of the Contract and its registration number, which the Buyers shall communicate to the Seller based on Seller's request before the issuance of the invoice.
- 5.6 The Buyers prefer electronic invoicing with the invoices being sent to podatelna@matfyz.cuni.cz.
- 5.7 Invoices shall be payable within thirty (30) days of the date of their delivery to the above address. Payment of the invoiced amount means the date when it is credited in USD to the Seller's account in the United States for Seller's free disposal. In the event, the payment transfer between respective banks is delayed not due to the Buyers' fault, then such delay shall not be subject to any late payment fee as per Section 16.3 nor considered grounds for Seller's right to suspend as per Section 13.3.
- 5.8 If an invoice is not issued in conformity with the payment terms stipulated by the Contract or if it does not comply with the major requirements stipulated by applicable law, the Buyers shall be entitled to return the invoice to the Seller as incomplete, or incorrectly issued, for correction or issue of a new invoice, as appropriate, within five (5) business days of the date of its delivery to the Buyers. In such a case, the Buyers shall not be in delay with the payment of the Price or part thereof and the Seller shall issue a corrected invoice with a new and identical maturity period commencing on the date of delivery of the corrected or newly issued invoice to the Buyers.
- 5.9 The Buyers shall be entitled to unilaterally set off any of his payments against any receivables claimed by the Seller due to liquidated damages incurred by the Seller under this Contract.
- 5.10 The Seller shall not be entitled to set off any of his receivables against any part of the Buyers' receivable hereunder.

6. OWNERSHIP TITLE

The ownership right to the Equipment and at the same time the associated risk of damage shall pass to the Buyers upon proper handover of the Equipment for transportation according to Section 9.7.

7. PLACE OF PERFORMANCE

7.1 The place of handover:

The place of Equipment's manufacture, the execution of FAT according to Section 3.2.2 and handover of the Equipment for transportation according to Section 3.2.3 is Seller's facility at 945 W. Keystone Ave., Catoosa, OK 74015, U.S.A.

7.2 The Site:

The Equipment's final location, i.e. the place of its installation, shall be the room No. C014 in the ground floor of the 'Crypavilon' building at the premises of the Department of Low-Temperature Physics of the Charles University Faculty of Mathematics and Physics at V Holešovičkách 747/2, 180 00 Praha 8, Czech Republic.

8. COOPERATION OF THE PARTIES

8.1 The Seller undertakes to notify the Buyers of any obstacles on his part, which may negatively influence proper and timely handover of the Equipment for transportation.

8.2 The Buyers shall be responsible that any supplies, material and/or services in connection with the Equipment to be provided by the Buyers, as foreseen Annexes No. 1 and 2 are carried out in accordance with and comply with the state of the art, all applicable rules and regulations. The Seller shall not be obligated to verify such supplies, material and/or services and Seller shall not be liable for supplies, material and/or services provided by the Buyers.

8.3 The Buyers shall have the right to request the Seller from time to time during the performance of the Contract to make any modification, addition or deletion to or in the Equipment (hereinafter the **"Change"**) provided that such Change falls within the general scope of supply, is technically practicable and safe and does not constitute new or unrelated work.

8.4 If the Buyers and Seller reach agreement on all matters identified in the Change request, a written Change order shall be issued by the Buyers to be confirmed in writing by Seller or a written amendment to the Contract shall be signed by the Buyers and Seller (hereinafter the **"Change Order"**) containing full particulars of all such matters as aforesaid, and which shall then take effect and become part of the Contract. The Seller shall not be obliged to carry out any Change before the respective Change Order has taken effect.

8.5 Any impact to cost, schedule of the Contract, and performance of the scope of supply resulting from requirements imposed by authorities or demonstrably caused by changes in laws, regulations or standards including safety requirements occurring after the conclusion of the Contract shall be borne by Buyers.

9. FACTORY ACCEPTANCE TEST, HANDOVER FOR TRANSPORTATION

9.1 FAT has to be carried out by the Seller within the period according to Section 4.1 in order to verify the functionality of the Equipment before handing it over for transportation.

9.2 If the average results obtained during the FAT are equal to or better than Seller's performance guarantees, the performance guarantees shall be deemed fulfilled. The Equipment shall be accepted or, failing an express acceptance, be deemed accepted by the Buyers, if and when (whichever first occurs)

9.2.1 the performance guarantees have been met within FAT, or

9.2.2 Seller has paid, or agreed to pay, to the Buyers liquidated damages as set forth in Section 11.3.

Within one week after acceptance as aforesaid, a FAT certificate shall be signed to that effect by the Parties.

9.3 The Buyers are entitled to attend the FAT at the Seller's facilities. The Seller is obliged to inform the Buyers well in advance of the date of the FAT, in accordance with Section 4.3.

9.4 Should the Buyers not attend the FAT, then the Seller may proceed with the test and shall forthwith forward to the Buyers copies of the test results.

9.5 The Buyers shall not be obliged to accept Equipment, which would show defects (even those that do not - on their own or in connection with other defects - constitute an obstacle to the use of the Equipment) attributable to Seller's fault. In such a case, the Buyers shall issue a record containing the reason for their refusal to accept the Equipment. If the Equipment does not meet the parameters defined in Annexes No. 1 and 2 to this Contract, such non-compliance is considered a defect of the Equipment.

9.6 Should the Buyers not exercise their right not to accept the Equipment with a defect, the Seller and the Buyers shall list all defects detected in the protocol for FAT, including the manner of and deadline for their removal. Should the Parties not be able to agree in the protocol for FAT on the deadline for removal of the defects, it shall be understood that all above shall be started to be removed / rectified within 10 days from the moment of handing over the list of detected defects to the Seller.

9.7 After the Equipment is accepted, the Seller shall prepare it at his own cost for transportation in accordance with Section 3.2.3 and hand it over to a freight forwarder provided by the Buyers. The period according to Section 4.1 must be observed. Transportation of the Equipment from the Seller's location to the Site is arranged by the Buyers, at their own cost and risk.

9.8 The Equipment must be packed in accordance with generally accepted international rules for air or sea (ocean) freight; the packaging of all individual parts of the Equipment must be equipped with shock sensors (labels).

10. INSTALLATION AND COMMISSIONING

10.1 After the Equipment is delivered to the Site, qualified personnel of the Buyers shall install it in accordance with the requirements of the Operation and Maintenance Manual, as well as Seller's advice and with the technical assistance by Seller's personnel. The Buyers shall undertake installation of the Equipment at their own cost and risk.

10.2 Then, the Buyers shall perform and document the functionality of the Equipment and its fulfilment of the technical requirements according to Annexes No. 1 and 2 hereof by performing tests analogous to those listed in Section 3.2.2.

10.3 Finally, operator training will take place according to Section 3.2.6 of the Contract and the technical assistance shall be completed.

- 10.4 The commissioning procedure shall be completed at the Site by the documentation of the commissioning activities, confirmed by a protocol that shall contain the following mandatory information (hereinafter the “**Commissioning Protocol**”):
- 10.4.1 Information about the Seller, the Buyers and any subcontractors;
 - 10.4.2 Description of the Equipment including description of all components and their serial / production numbers;
 - 10.4.3 Description of executed tests according to Section 3.2.2 of the Contract and their results;
 - 10.4.4 List of technical documentation according to Section 3.2.5 of the Contract;
 - 10.4.5 Confirmation of the training according to Section 3.2.6 of the Contract, including a list of participants and information on its extent shall be provided separately upon completion of technical consultancy at the Site;
 - 10.4.6 Eventually reservation of the Buyers regarding minor defects of the Equipment including the manner of and deadline for their removal and
 - 10.4.7 Signatures of authorized representatives of the Buyers and the Seller, with the date indicated.
- 10.5 In the event that Commissioning Protocol is not signed within 5 days by the Buyers, although there are no obstacles to its signing in terms of any provision of this Contract or its Annexes, such Commissioning Protocol shall be deemed signed and all Equipment is considered accepted by the Buyers. In the event that for reasons not due to Seller's fault, the Commissioning Protocol has not, or not successfully, been carried out latest within 18 months after the signing of the Contract, the Equipment shall be deemed accepted and the Commissioning Protocol is considered signed by all Parties.
- 10.6 Commissioning of the Equipment does not release the Seller from liability for damage caused by its defects during the warranty period as per Section 15.1.
- 10.7 The Buyers shall provide all necessary qualified skilled and unskilled installation personnel and shall ensure that all materials, tools, equipment, machinery etc. necessary for the installation and start-up of the Equipment are available on Site in time and good quality.
- 10.8 The Buyers shall take necessary measures to ensure security, health and safety of Seller's personnel during their stay at the Site.

11. PERFORMANCES OF THE EQUIPMENT

11.1 Performance guarantees

Provided that the Equipment is erected and started up in accordance with the requirements of the Operation and Maintenance Manual, by qualified personnel as well as Seller's advice and with the technical assistance by Seller's personnel, Seller guarantees that the Equipment is capable of reaching the performances set forth in Annex No. 2.

11.2 Performance test

The guaranteed performances set forth in Annex No. 2 shall be conclusively demonstrated in a Performance Test as set forth in Section 9.1.

If necessary, further details shall be agreed upon by the Parties in due time.

11.3 Rectification and liquidated damages

If, due to Seller's fault, the Equipment fails to reach the guaranteed performances, Seller shall, at his option either rectify the Equipment as necessary to achieve the guaranteed performances in a further performance test or pay liquidated damages as set forth below:

Product Capacity:

Liquidated damages for each liter of helium per hour not achieved shall be 0,5% of the Price, limited to a maximum aggregated amount of 2,5 % of the Price.

In the event the capacity achieved is less than 95% of the guaranteed capacity, Seller shall rectify the Equipment until at least 95% of the guaranteed capacity is achieved.

Guarantee Limitation:

The performance specifications referenced above in this Section 11.3, which are subject to liquidated damages, are the only performance specifications guaranteed by the Seller.

12. REPRESENTATIVES, NOTICES

12.1 The Seller authorized the following representatives to communicate with the Buyers in all matters relating to the Equipment manufacture, handover, installation and acceptance:

[REDACTED]

12.2 The Buyers authorized the following representatives to communicate with the Seller in all matters relating to the Equipment manufacture, handover, installation and acceptance:

[REDACTED]

12.3 The representatives according to Sections 12.1 and 12.2 can be changed by a unilateral written declaration of the Buyers / Seller delivered to the Seller / Buyers.

12.4 All notifications to be made between the Parties hereunder must be made out in writing and delivered by electronic delivery to podatelna@matfyz.cuni.cz in the case of the Buyers and to [REDACTED] in the case of the Seller.

12.5 In all technical and expert matters (discussions on the Equipment testing, notification of the need to provide warranty or post-warranty service, technical assistance etc.), electronic communication between technical representatives of the Parties will be acceptable using e-mail addresses defined in Sections 12.1 and 12.2.

13. TERMINATION

13.1 This Contract may be terminated early on the grounds stipulated in the Contract.

13.2 The Buyers are entitled to withdraw from the Contract without any penalty from the Seller in any of the following events if Seller failed to remedy such event within an agreed period:

13.2.1 The breach of the Contract by Seller is material.

13.2.2 The technical parameters or other conditions set out in the technical specifications defined in Annexes No. 1 and 2 to this Contract and in the relevant applicable technical standards will not be met by the Equipment at FAT.

13.2.3 The Seller becomes insolvent; makes an assignment for the benefit of its creditors; has a receiver or trustee appointed for the benefit of its creditors; or files for protection from creditors under any bankruptcy or insolvency laws or any other fact emerges bearing evidence that the Seller will not be able to manufacture or handover the Equipment.

13.3 The Seller is entitled to suspend or slow down work on the production of the Equipment in part or in full if the Buyers fail to pay a due invoice and terminate the Contract in the event of the Buyers being in default with the payment for more than 1 month with the exception of the cases when the Buyers refused an invoice due to defect on the Equipment or due to breach of the Contract by the Seller.

13.4 Termination of the Contract becomes effective at least 30 days after the written notification to that effect is delivered to the Seller / the Buyers.

14. INSURANCE

14.1 The Seller is liable for the damage that he has caused as a result of Seller's negligent acts. The Seller is also liable for damage caused by Seller's subcontractors negligent acts undertaken to carry out performance or its part under this Contract.

14.2 The Buyers shall, at their own expense, take out and maintain in effect an adequate property insurance from the date the Equipment is delivered to the Site, up to the end of the warranty period.

15. WARRANTY TERMS

15.1 The Seller shall provide warranty for the quality of the Equipment for a period of **12 months** from signing of the Commissioning Protocol pursuant to Section 10.4 hereof or **18 months** from date of delivery pursuant to Section 4.1, whichever occurs first (hereinafter the "**Warranty Period**"). By the warranty for the quality the Seller guarantees that the Equipment shall be free from any defects for the whole Warranty Period.

15.2 The Seller guarantees that the Equipment shall be free from defects including latent defects in material, fabrication, or workmanship. The Seller will carry out its engineering including preparation of technical documentation according to the general standards of the engineering profession prevailing at the time of signing the Contract.

15.3 In the event that the Equipment was replaced or repaired within the Warranty Period, the Warranty Period shall be extended to twelve (12) months from the date of such repair or replacement. However, the extended Warranty Period shall, at the latest, expire six (6) months after the original Warranty Period has expired. If the part claimed by the Buyers is not defective, the Buyers shall reimburse the Seller all costs and expenses incurred by the Seller arisen from such claim.

- 15.4 The warranty does not cover consumable parts. Consumable parts for the purposes of the Contract are understood as items contained within the Equipment, which are consumed at regular intervals during the normal use of the Equipment, i.e. parts which have a defined typical lifetime, that does not exceed the Warranty Period provided the Equipment is used with normal frequency.
- 15.5 The Warranty Period shall be subject to the following conditions:
- 15.5.1 The Equipment has been properly stored, installed, operated and maintained by the Buyers in accordance with sound engineering procedures and with the drawings and instructions provided by the Seller;
 - 15.5.2 The Equipment has not been misused, damaged in operation, operated outside contractual specifications, or negligently handled by the Buyers;
 - 15.5.3 The Equipment has not been altered or repaired without Seller's prior written consent.
- 15.6 If applicable and if it is required that service is performed by respective Equipment manufacturer, the Seller undertakes to provide free Equipment service through authorized technicians and free regular service inspection at the Site to the extent specified by the Equipment manufacturer and by the Contract for the entire Warranty Period according to this Contract, including repairs, delivery of spare parts, transport and work of an authorized service technician.
- 15.7 Should the Buyers discover a defect, it shall notify the Seller of such defect immediately in writing but not later than 48 hours after discovery of the defect or from the date the Buyers should have discovered such defect using the e-mail address: [REDACTED]. The Seller is obliged to notify the Buyers without delay about any change of this e-mail address. The Seller shall be obliged to review any warranty claim within 72 business hours from its receipt and to propose solution. In the case nature of the claimed defect requires it to be dealt with by an authorized technician, such a person must be sent and must appear at the Site within a reasonable period, but no later than 15 business days from receipt of the above-mentioned warranty claim. All the above remains in effect unless agreed otherwise by the Seller and the Buyers.
- 15.8 During the Warranty Period, the Seller shall be obliged to rectify any claimed defects within 10 business days from the arrival of the service technician at the Site. In the case of defects when a non-stocked part is needed, the Seller shall be obliged to rectify the defect within a period corresponding to the nature of the defect and to set a deadline for handing over the repaired or replaced Equipment.
- 15.9 During the Warranty Period, any and all costs associated with defect rectification / repair including transport of the Equipment or part thereof in accordance with the contractual delivery basis and travel expenses of the Seller shall be always borne by the Seller. In the event that, subsequent to the Buyers' claim hereunder, it is beyond a reasonable doubt determined that the part is not defective or the defect was not caused by Seller, then the Buyers shall reimburse Seller all costs and expenses incurred by Seller as a result of such claim.
- 15.10 The repaired or replaced Equipment shall be handed over or delivered by the Seller to the Buyers on the basis of a protocol confirming removal of the defect (hereinafter the "**Repair Protocol**"). If the Equipment is duly repaired or replaced and defect-free, the Buyers will confirm the Repair Protocol within 5 days after receipt of the repaired or replaced Equipment.

- 15.11 The repaired or replaced portion of the Equipment shall be subject to a new warranty term in accordance with Section 15.3 which commences to run on the day following the date when the Repair Protocol was executed.
- 15.12 After the warranty expires, Parties may enter into a service agreement at additional cost; the service terms shall be agreed in the service agreement. The Seller also guarantees the availability of spare parts and Equipment maintenance kits throughout this period specified in the attached draft service agreement.
- 15.13 The Seller undertakes to provide the Buyers with all necessary updates of the software controlling the Equipment during the entire Warranty Period and after its expiration at additional cost.

16. CONTRACTUAL PENALTIES

- 16.1 The Buyers shall, to the exclusion of any further claims and remedies, have the right to liquidated damages in the amount of 0.05 % of the Price of the delayed Equipment for each commenced day of delay of handover due to Seller's fault pursuant to Section 4.1 exceeding 8 weeks, hereof.
- 16.2 All advisory services at Site will be carried out by personnel trained and selected for the specific work by Seller. However, Seller shall be only responsible for the selection of suitable personnel and therefore shall, to the exclusion of any further claims, only be liable to replace, at its own expense evidently unsuitable personnel (travelling time/travelling expense) upon written request of the Buyers, stating the reasons for such request.
- 16.3 In case of default in payment of any due receivables (monetary debt) under the Contract, the defaulting Party (the debtor) shall be obliged to pay a contractual late payment fee in the amount of 0.05 % of the owed amount for each commenced day of delay with the payment.
- 16.4 The total amount of liquidated damages for delay for the Seller and contractual late payment fee for all Parties cannot exceed 3 % of the Price.
- 16.5 Contractual liquidated damages are payable within 30 days of written notification demanding payment thereof.
- 16.6 Payment of any contractual liquidated damages cannot be demanded if the breach of the contractual obligation is caused by force majeure. Force Majeure shall mean any event or circumstance which is beyond a Party's reasonable control, and which is not substantially attributable to the other Party. Such events or circumstances include, but are not limited to: transport or traveling such as, but not limited to, accidents during transport, strikes, embargo, terrorism, natural disaster, pandemic and epidemic.
- 16.7 The total cumulative liability of the Parties arising out of or relating to this Contract, whether such liability arises through breach of Contract, breach of express or implied warranties, breach of performance or material guarantees, negligence, gross negligence, strict liability, negligent misrepresentation or other tort liability, contractual indemnities assumed by Seller or otherwise, shall in no event exceed twenty percent (20%) of the Price. This limitation does not apply to the Seller's obligation to return any advance payments provided by the Buyers to the Seller for Equipment or Services not yet delivered or rendered in the event of Buyers' termination of the Contract due to Seller's default as per Article 13.
- 16.8 The remedies mentioned in the Contract are the sole and exclusive remedies in favor of the Buyers.

- 16.9 Notwithstanding anything contained in the Contract, in no event shall Seller be liable to Buyers by way of indemnity or by reason of negligence or breach of Contract or in tort or otherwise for loss of production or products, loss of profits, loss of use, loss of contracts, increased cost of operation, maintenance or staffing needs, any other financial or economic loss, or any indirect, incidental, special, punitive or consequential damages of any description and howsoever arising in connection with the Contract.

17. INTELLECTUAL PROPERTY RIGHTS, CONFIDENTIALITY

- 17.1 All inventions, process and engineering designs, drawings, computer programs and specifications and other technical and commercial information and data including the technical documentation as well as the maintenance and operating instructions furnished under the Contract or under Sellers's Bid to the Buyers by Seller (hereinafter the "**Information**") shall be and remain the intellectual property of the Seller or its subcontractors or licensors, as the case may be.
- 17.2 Under the Contract, the Buyers shall have the right to copy and use the Information for realization, operation and maintenance of the Equipment. the Buyers shall not have the right to use the Information for duplication or expansion of the Equipment without prior written consent of the Seller.
- 17.3 The Buyers shall treat any Information as confidential and hold the same in strict confidence. the Buyers shall not make available, except on a need-to-know basis to its employees who are properly bound to confidentiality and restricted use, the Information to any third party without the prior written consent of the Seller.
- 17.4 In the event this Contract is terminated not due to Seller's fault, the Buyers shall have no right to use the Information for any purpose.
- 17.5 In the event that the scope of supply or any part thereof when properly used in the Equipment in accordance with the Operation and Maintenance Manual is subject to patent rights of a third party and this could reasonably have been known by the Seller at the date of signing the Contract, Seller shall, to the exclusion of any further claims, at its option either make available to the Buyers the rights in question, or modify the scope of supply at its own cost so as to make it not infringing, or defend the Buyers from such suit or action against the Buyers for infringement of third party patents, always provided, however, that i) the Buyers shall have given the Seller prompt and timely notice of any such suit or action; ii) the Buyers shall not settle or compromise any such suit or action without Seller's prior written consent; iii) the alleged infringement does not relate and is not based on any modifications or expansions of the Equipment made by the Buyers.
- 17.6 The provisions of this Article 17. shall survive termination of the Contract.

18. DISPUTES

Any and all disputes arising out of this Contract, or the legal relationships connected with the Contract shall be resolved by the Parties by mutual negotiations. In the event that any dispute cannot be resolved by negotiations, the dispute shall be resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce, Paris, by one or more arbitrators appointed in accordance with the said rules. The arbitration shall be held in Zurich, Switzerland, in the English language. The arbitrators' decision shall be final and binding on all Parties.

19. FINAL PROVISIONS

- 19.1 The relationships between the Parties not regulated in this Contract shall be governed by the laws of Czech Republic.
- 19.2 This Contract may be changed or supplemented solely by means of amendments in writing, furnished with the details of time and place and signed by duly authorised representatives of the Parties. The Parties expressly reject modifications to the Contract in any other manner. If any condition or provision of the Contract should be or should become invalid, this shall not affect the validity of the Contract as a whole. Parties shall in such case be obligated to agree to replace any such invalid condition or provision by a valid condition or provision which will best serve the original purpose of the invalid condition or provision.
- 19.3 The Parties expressly agree that the Contract as a whole, including all attachments, will be published in accordance with Czech Act No. 340/2015 Coll. on special conditions for the effectiveness of some contracts, publication of these contracts and Contract Register, as amended. Seller shall be allowed to name the Contract as a reference.
- 19.4 The Buyers are responsible for obtaining, at its own risk and expense, any import license, foreign exchange permit or other official governmental authorization. The Buyers shall be responsible for timely customs clearance at the agreed place of destination and shall bear the cost of all the duties, taxes, customs formalities, and other official charges payable upon importation of the Equipment. The Seller shall not be liable if any authorization is delayed, denied, revoked, restricted or not renewed. All operational, environmental, and/or work permits associated with the receipt, installation, and operation of the Equipment at the Site and supply of Seller's technical advisors shall be obtained by the Buyers at their own cost.
- 19.5 This Contract becomes effective as of the day of signing of the Contract by Seller and Buyers and its publication in the Contract Register, which shall be provided by FZU. The Contract is to become effective not later than 3 months after signature. Should it become evident that this period will be exceeded, the Parties shall immediately consult with each other under what conditions the aforementioned period may be extended.
- 19.6 The following Annexes form an integral part of the Contract:

Annex No. 1: Technical specification on the subject of performance

Annex No. 2: Technical description of the Equipment as presented in Seller's bid

Annex No. 3: Affidavit according to § 6 paragraph 4 of the Act No. 134/2016 Coll

19.7 The Parties, manifesting their consent with the entire contents of this Contract, attach their signatures hereunder.

In Prague, Czech Republic

For the Buyer

Fyzikální ústav AV ČR, v. v. i.

26. 7. 2024

RNDr. Michael Prouza, Ph.D.
Director

For the Buyer

Univerzita Karlova, Matematicko-fyzikální fakulta

26. 7. 2024

doc. RNDr. Mirko Rokyta, CSc.
Dean

For the Buyer

Ústav organické chemie a biochemie AV ČR, v. v. i.

30. 7. 2024

prof. RNDr. Jan Konvalinka, CSc.
Director

In Catoosa, OK, USA

For the Seller

Linde Engineering North America LLC

25. 7. 2024

Janine Blank
Director Components Americas

and

in The Woodlands, TX, USA

25. 7. 2024


Contract Manager

Annex No. 1 - Technical specification on the subject of performance

Tab. 1 - The Equipment must meet the technical conditions and include components listed in this table.

No.	Description and minimum specification of the Equipment as defined by the Buyers	Description and specification of the Equipment offered by the Seller	Complies YES/NO
	A. Helium liquefier		
1	fully automated	fully automated	Y
2	CE certified	CE certified	Y
3	Liquefaction capacity with nitrogen pre-cooling min. 45 liters/hour. (Compressor power: max. 100 kW; Compressor voltage: 230/400 V, 3 phase at 50 Hz - Continental Synchronous Area standard)	Liquefaction capacity with nitrogen pre-cooling min. 45 liters/hour. (Compressor power: max. 100 kW; Compressor voltage: 230/400 V, 3 phase at 50 Hz	Y
4	Liquefaction capacity without nitrogen pre-cooling min. 18 liters/hour. (Compressor power: max. 100 kW; Compressor voltage: 230/400 V, 3 phase at 50 Hz - Continental Synchronous Area standard)	Liquefaction capacity without nitrogen pre-cooling min. 18 liters/hour. (Compressor power: max. 100 kW; Compressor voltage: 230/400 V, 3 phase at 50 Hz - Continental	Y
5	Maximum dimensions (L x W x H) [mm]: 2000 x 1400 x 2700	Maximum dimensions (L x W x H) [mm]: 2000 x 1400 x 2700	Y
6	The sound (acoustic) pressure level of the cold box must not exceed 85 dB(A)	The sound (acoustic) pressure level of the cold box must not exceed 85 dB(A)	Y
7	The internal automatic purifier must be able to clean helium containing up to 10% of air impurities	The internal automatic purifier must be able to clean helium containing up to 10% of air impurities	Y
8	A set of spare parts and maintenance kits for the liquefier for the first 5000 hours of operation	A set of spare parts and maintenance kits for the liquefier for the first 5000 hours of operation	Y
9	Cryogenic transfer line connection from the cold box to the helium storage tank (Wessingthor Cryogenics CH3000 in the case the Seller uses the MFF UK's already installed components/units listed in the table below)	A Remote delivery tube is part of the supply. The details such as dimensions and connection points will be aligned during project execution.	Y
	B. Compression station		
10	Liquefier's compressor: a single water-cooled compressor, CE certified, with oil removal system and acoustic blanket	Liquefier's compressor: a single water-cooled compressor, CE certified, with oil removal system and acoustic blanket	Y
11	Sound (acoustic) pressure level max. 85 dB(A)	Sound (acoustic) pressure level max. 85 dB(A)	Y
12	Compressor power: max. 100 kW; Compressor voltage: 230/400 V, 3 phase at 50 Hz - Continental Synchronous Area standard	Compressor power: max. 100 kW; Compressor voltage: 230/400 V, 3 phase at 50 Hz - Continental Synchronous Area standard	Y
13	Maximum dimensions (L x W x H) [mm]: 3000 x 1350 x 2500	Maximum dimensions (L x W x H) [mm]: 3000 x 1350 x 2500	Y
14	A set of spare parts and maintenance kits for the compressor for the first 5000 hours of operation	A set of spare parts and maintenance kits for the compressor for the first 5000 hours of operation	Y
	C. Monitoring and control		
15	The monitoring station enabling remote monitoring and control of the Equipment via the web interface, 3 laptops that will be used for the above	Operator control console which includes software programming, one laptop computer and connection cables (15 ft. length) to the Liquefier Module. Data Acquisition System allows users to acquire, store and display operating data from the	Y

		liquefier system. Remote control is included with data acquisition.	
16	Helium gas analysis system continuously monitoring contaminants in the recovered impure helium gas	The helium recovery system is part of the Buyers' existing components/units to which the supplied Equipment will be connected and is therefore not part of the supply.	N/A

Since the Buyers will operate the Equipment simultaneously with an existing helium liquefier at the place of performance, the Seller is allowed to connect the supplied system to the following already installed components/units:

A.	Helium Storage Tank CH3000 (Wessingthor Cryogenics Ltd., allowable pressure up to 2 Bar, filling capacity 3040 litres, height 2700 mm).
B.	Medium pressure pure helium storage unit (Ferox, volume 3 m ³ , allowable pressure up to 40 Bar)
C.	RS screw compressor (CRYOGENICS PLANTS AND SERVICES – Linde, gas flow: 240 SCFM)
D.	High pressure impure helium storage unit (Cryoservis, allowable pressure up to 200 Bar, volume 12 m ³)
E.	Two gas bags, volume of 14 m ³ each, for the recovered impure gaseous helium
F.	Two high-pressure recovery compressors (Bauer, 30 m ³ /hour, pressure up to 220 Bar)

Annex No. 2

The Seller's bid in the extent it describes technical parameters of the Equipment



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Proposal

For the manufacture of a
Helium Liquefier System (L1610) and Rotary Screw Compressor (RSX)

Between



And

LENA LLC



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1. General

Linde is pleased to submit to you its Firm price proposal for a Model L1610 helium liquefier and Model RSX rotary screw compressor in U. S. Dollars. Delivery time is an estimated typical value and is dependent on current production queue at receipt of order.

2. Definitions

Wherever used in the Proposal/Contract, the following terms shall have the following meanings:

Term	Definition
Buyer	Institute of Physics of the Czech Academy of Science
Seller	LENA LLC, with offices at 945 W. Keystone Ave. Catoosa, OK 74015
Owner	the final owner and operator of the Equipment, and the owner of the site property.
Commercial Part	this commercial document.
Proposal	Seller's proposal consisting of the Commercial Part and the Technical Part.
Equipment	Equipment and material consisting of the Commercial Part and the Technical Part.
Scope of Supply	both the Equipment and Technical Documentation to be supplied by Seller under the contract.
Site	the site for the Equipment located at FZU - Institute of Physics of the Czech Academy of Sciences Na Slovance 1999/2 182 00 Prague 8 Czechia
Mechanical Completion	the Equipment has been installed, pressure tests, and test runs of machinery have been carried out successfully, as set forth in the Technical Part, except for minor items such as cleaning up and similar matters which do not prevent a safe commissioning and start-up of the Equipment.
Contract	the contract for the Scope of Supply between Seller and Buyer, including the Commercial Part and the Technical Part.
Effective Date	the date when the Contract becomes effective herein or, if a letter of intent (LOI) is issued, when Seller confirms receipt of Buyer's LOI.
Buyer Provided Supplies and Services	any supplies, material, equipment, and/or services in connection with the Equipment to be provided by the Buyer, as foreseen in the Technical Part, either by himself or a third party, or which are otherwise made available by the Buyer including, but not limited to civil works, erection, start-up, and operation of the Equipment.
scf	Standard cubic foot as a unit of gas measurement where standard conditions are 1 atmosphere of pressure at 60°F.
ICCT	Inspection, Commissioning, Checkout, and Training



3. System Capacity and Utility Requirements

3.1. Liquefier and Compressor

LENA LLC offers several standard piston expander liquefier models which can be used with several recycle compressors to vary production capacity to match site demand. System capacity can also be varied depending on whether liquid nitrogen is used for pre-cooling. Based on site requirements the Model L1610 helium liquefier was matched up with the Model RSX recycle compressor.

Linde Cryogenics Standard Plant Performance							
Std. Plant Packaged Unit Performance					Units		
					RS	RSX	Two RS
Recycle Compressor	Perform.	Flow	Gas Flow	SCFM	240	290	480
				Nm ³ /hr	398	480	796
			Mass Flow	grams/sec	18	22	36
	Utilities	Motor	60 Hertz	kW	95	110	190
				hp	127.4	147.5	254.8
				Phase	3	3	3
				Efficiency	93.3%	93.0%	93.3%
		Cooling Water	Flow	gpm	15	15	30
			Inlet Temp	°F	75	75	75
			Supply Pressure	psig	45	45	45
			Temp. Rise	°F	9	10	9
			Heat Load	kW	20	22	40
		Ambient Heat		kW	54	73	108
	Skid	Packaged Skid	Dimensions	inches	57 L x 53 W x 58 H		2X
			Weight	lbs	2500		2X
Liquefier	Perform.	1410 using	without LN	liters	17		
			with LN2		47		
		1610 using	without LN	/hour	20	21	21
			with LN2		49	57	70
	Skid	1410	Dimensions	inches	50 L x 42 W x 67 H		
			Weight	lbs	1800		
		1610	Dimensions	inches	58 L x 50 W x 71 H		
			Weight	lbs	2100		



3.2. Basic Utility Requirements

In addition to electrical power the equipment requires cooling water.

Specifications	Units	Cooling Water	
		Closed Loop	Open Loop
Electrical Conductivity	S/cm	10 - 800	400 - 800
pH Value	psia	7.5 - 9.0	8.3 - 9.0
m-alkalinity	meq/liter	< 5.0	2.0 - 4.0
Calcium (Ca^{2+})	mg/liter	< 100	30 - 60
Chloride (Cl^-)	mg/liter	< 50	< 50
Sulphate (Cl^{-2})	mg/liter	< 150	< 100
Ammonium (NH_4^+)	mg/liter	< 5	< 5
Microbial Count	cfu/ml	< 10^4	< 10^4
Suspended Solids	mg/liter	< 5	< 5
COD (chemical oxygen demand)	mg/liter	< 20	< 20
Solids (particle size)	mm	< 0.1	< 0.1
Antifreeze	%	20 - 40	-
meg/liter	milliequivalent per liter		
cfu	colony forming units		
Antifreeze	LENA LLC approval of specific fluid is required.		

Table 3-1 Cooling water purity specifications.

Specifications	Imperial	Metric
Inlet Pressure	45 - 145 psig	3 to 10 barg
Pressure Drop	≤ 14.5 psig	≤ 1 barg
Inlet Temperature	68 - 86°F	20 - 30°C
Temperature Rise	$\leq 18^\circ\text{F}$	$\leq 10^\circ\text{C}$

Table 3-2 Cooling water supply specifications.

3.3. Liquid Nitrogen (optional)

For maximum production capacity liquid nitrogen is required to perform pre-cooling of the helium. The liquefier is manufactured and programmed to use liquid nitrogen if available and selected by the operator.



4. Pricing

Item	Description	Quantity	Extended Price
1	Model L1610 helium liquefier CE (240 VAC, 50 Hz) with built in 8" color touch screen	1	Incl.
2	Remote delivery tube from the L1610 to the mother Dewar.	1	Incl.
3	Model RSX rotary screw compressor CE (240 VAC, 50 Hz).	1	Incl.
4	Main Operator Control console DAQ	1	Incl.
5	Installation Check, Commissioning, and Training (estimated 2 weeks on site)	1	Incl.
6	Rotary Screw Compressor Adsorber Kit	1	Incl.
7	Rotary Screw Compressor Spare Parts Kit	1	Incl.
8	Soft Start	1	Incl.
9	Sound Blanket	1	Incl.
10	Cryogenic Adsorber	1	Incl.
11	CE Certification Process	1	Incl.
12	Shock sensor	1	Incl.
Requested Items		Total	\$1,445,000.00

Table 4-1 Pricing

An electronic copy of the Operation and Maintenance manual and Installation Interface drawing are included.

5. Descriptions

Item	Description
1	Model L1610 is a piston expansion engine helium liquefier comprising: • Cold box containing heat exchangers • PLC controlled variable speed reciprocating expanders • Liquid nitrogen pre-cooling system • Automatic purification system • PLC controlled Joule-Thompson valve • Return valves and delivery tube gland assembly • All necessary safety systems including interlocks, pressure relief, and shutdown mechanisms. • Liquefier CE marked.
2	Remote Delivery Tube connecting Liquefier to the Dewar



Item	Description
3	Model RSX rotary screw compressor compresses clean helium gas to 250 psig [17.2 bar] to drive the liquefier expansion process. • The compressor is an unenclosed, skid mounted, rotary screw compressor with oil removal system. • Oil cooler and aftercooler. • Operator interface HMI with 4-inch touchscreen for compressor start, stop, monitoring, and control. • Includes safety interlocks and instruments and a separate reduced in-rush current motor starter (wye-delta) for remote mounting. • Compressor CE marked. • This single stage compressor can be operated with a suction pressure as low as 0.5 psig [0.0344 bar] and as high as 5.0 psig [0.344 barg], and a discharge pressure as high as 261 psig [18 barg]. The helium mass flow rate is 18 g/s using a 60 Hz power source, and 15 g/s using a 50 Hz power source.
4	Operator control console which includes software programming, laptop computer hardware and connection cables (15 ft. length) to the Liquefier Module. Data Acquisition System allows users to acquire, store and display operating data from the liquefier system. Remote control is included with data acquisition.
5	Field inspection and commissioning to be performed by one LENA LLC service engineer, time not to exceed 10 business days. The start-up pricing component in this Proposal is estimated. It should be understood by the Buyer that any travel expenses, especially airfare, could be higher or lower at the time the ICCT is performed. Buyer can be provided copies of all applicable receipts of ICCT expenses if requested.
6	Rotary Screw Compressor Adsorber Kit
7	Rotary Screw Compressor Spare Parts Kit
8	Soft Start for compressor.
9	Sound Blanket – noise reduction
10	Cryogenic Adsorber
11	CE Certification
12	Shock sensor

Table 5-1 Item Description



6. System Performance

Model RSX COMPRESSOR TECHNICAL DATA			
Helium Gas			
Nominal Suction Pressure	19 mm Hg	10" H2O	
	0.0253 bar	0.367 psig	
Nominal Discharge Pressure	18 atm	250 psig	
	17.2 bar		
Flow Rate	480 Nm ³ /hour	290 scfm Standard conditions is 60°F	
Mass Flow	18.5 grams per second	22.2 grams per second	
Cooling Water			
Minimum Flow Rate Required	57 liters/min @ 24°C	15 gallons/min @75°F	
	76 liters/min @32°C	20 gallons/minute @ 90°F	
Required Inlet Pressure	3.1 bar	45 psig	
Pressure Drop	1 bar	15 psig	
Lubricating Fluid/Oil			
Type	Heli-Lube 68		
Capacity	53 Liters	14 US gallons	
Electric Motor			
Rotational Speed	2916 rpm at 50 Hz	3500 rpm at 60 Hz	
Power	92 kW, 3 phase at 50 Hz	110 kW, 3 phase at 60 Hz	
Voltage (Options)	480V, 3p, 50 Hz	480V, 3p, 60 Hz	
		240V, 3p, 60 Hz	
		208V, 3p, 60 Hz	
Number of Starts per Hour	3 Maximum		
Load / Unload Frequency	Maximum of once every 3 minutes		
Airborne Noise Emission Level			
L _{Aeq} (Equivalent Continuous A-weighted Sound Pressure Level measured 1 m (3 feet) away from the compressor skid.	83 Db(A) with sound attenuation blanket installed		
Physical			
Physical Dimensions	Length	1448 mm	57 Inches
	Width	1346 mm	53 Inches
	Height	1473 mm	58 Inches
Clearance Dimensions	Front	915 mm	36 Inches
	Left		
	Right		
	Rear		
Weight			
Weight	1,135 kg		2,500 pounds



7. Terms of Sale

Pricing is subject to payment terms acceptable to Seller. A copy of the Linde Engineering North America terms and conditions are included in section 8.

7.1. Incoterms

The terms of sale are FCA from manufacturing facility in Port of Catoosa Oklahoma. The term "FCA" shall be understood in accordance with Incoterms 2020. Buyer is importer of record and responsible for all taxes/duties and costs associated with logistics.

7.2. Milestone Schedule

Milestone	Description	Percentage
#1	Down payment invoiced at Contract execution.	40%
#2	12 months after the conclusion of the Contract upon presentation of written confirmation that main components have been ordered and fabrication has been started.	25%
#3	Upon presentation of the protocol of successfully performed FAT (acceptance protocol) at the fabrication location prior to shipment.	25%
#4	Upon presentation of the documentation of the completed commissioning of the Equipment at the Site but not later as 6 month after notice of ready to ship, whichever occurs first	10%

Table 7-1 Milestone Schedule

7.3. Payment Terms

Net 30

7.4. Estimated Time of Ready to Ship

Estimated ready to ship date is 16 months from signing Contract. Timely delivery is subject to timely fulfillment of Buyer's contractual obligations such as receiving the down payment.

7.5. General Terms and Conditions of Sale

The Contract Price is exclusive of all direct and indirect taxes except only for payroll taxes, income/corporate taxes, and other taxes based upon the income and business operations of Seller imposed within the U.S.A.



Buyer shall bear full responsibility and promptly pay directly to the taxing authorities all taxes, duties, and fees levied outside the U.S.A. including but not limited to sales taxes, value added taxes (VAT), withholding taxes, import duties, customs fees including surcharges, fees (including stamp duty levied on the signature of the Contract), bank charges, official charges payable upon importation of the Equipment arising now or in the future out of or in connection with the Contract.

If any of such foregoing taxes, charges, fees, withholdings, and/or duties is imposed on Seller in connection with the Equipment or Services, Buyer shall hold Seller indemnified and harmless against any such claims and shall pay the same on behalf of Seller to the respective organizations and authorities, or, if required to be paid directly by Seller, Buyer shall reimburse Seller such sums or gross up payments to cover such tax liabilities.

7.6. Validity

This quotation is valid until 26 - July - 24.

8. Attachments

Cover Page
Affirmation Qualification
Draft Contract
Affidavit_§6

Best regards,


Director Components Americas
LE Components, Americas


Proposal Manager
LE Components, Americas

Affidavit

Public Contract name:	Helium Liquefier System - REISSUE
-----------------------	--

Bidder / Supplier

Registered company name / Trade name / Name:	Linde Engineering North America LLC
Registered Office:	1521 Concord Pike, Suite 201, Wilmington, Delaware 19803, U.S.A.
(Company) Identification No.:	949191 (Delaware)

The Supplier of the above-mentioned Public Contract undertakes to:

- a) ensure compliance with all labour law regulations (concerning remuneration, working hours, rest periods between shifts, paid overtime), as well as regulations concerning employment and safety and health protection for the entire duration of the contractual relationship established on the basis of this Public Contract, to all persons involved in the performance of the contract (regardless of whether the activities will be performed by the Supplier himself or his subcontractors) and
- b) ensure compliance with legal regulations in the field of environmental law, which meets the objectives of environmental policy related to climate change, use of resources and sustainable consumption and production. The Supplier must therefore take all measures that can reasonably be required of him to protect the environment and reduce the damage caused by pollution, noise and other activities, and must ensure that emissions, soil pollution and waste water from his activities do not exceed the values laid down in the relevant legislation.

At the same time, the Supplier acknowledges that a breach of the above obligations may be a reason for the Contracting Authority to withdraw from the contract in accordance with its relevant provisions.

Signature of the person authorized to represent the Supplier:	
Place:	Catoosa, OK, U.S.A.
First name, Surname, Position in the company:	Janine Blank Director Components Americas
Signature:	