

PURCHASE AND SUPPLY AGREEMENT

PARTIES

- I. **the Netherlands Organization for applied scientific research TNO**, a legal entity by public law pursuant to the law of 19 December 1985, with its principal place of business at Anna van Buerenplein 1, 2595 DA, The Hague, the Netherlands and registered with the Dutch Chamber of Commerce under number 27376655, hereinafter referred to as TNO;
- II. **<company name>**, with its principal place of business at **<street name>**, **<number>** , **<zip code>** **<office location>**, **< country>**, and registered with the Chamber of Commerce under **<number>**, hereinafter to be referred to as “Supplier”,

hereinafter jointly referred to as “Parties”

WHEREAS:

- A. TNO conducted an European Tender procedure under the name **Critical Dimension Scanning Electron Microscope system** (hereinafter referred to as “Goods”) with TNO reference (WS2640011620);
- B. TNO has given the Supplier sufficient information and the opportunity to submit an Offer based on the above procedure;
- C. Supplier issued an Offer on **[day/month/year]**;
- D. TNO has awarded the contract to the Supplier and wishes to enter into the following Agreement with the Supplier for the purpose of delivering the Goods including maintenance and services in accordance with the requirements, preferences and specifications as laid down in Annex III.

HAVE AGREED AS FOLLOWS:

1 Definitions

In this Agreement, certain terms are used with an initial capital letter. These terms shall have the meaning given to them in clause 1 of TNO's Purchasing Conditions for Goods, February 2022 (TNO PC Goods 2022).

2 Object of the Agreement

TNO hereby purchases the Goods from the Supplier, likewise the Supplier hereby sells the Goods to TNO, in accordance with the Offer issued by the Supplier based on a market consultation unless otherwise provided in this Agreement.

2.2 The following documents (see Attachment(s)) together constitute the Agreement. To the extent that these documents contradict each other, the earlier document shall prevail over the later document:

1. this Agreement;
2. The TNO PC Goods 2022;
3. the Request for an Offer stating TNO requirements, preferences, process specifications and other relevant information;
4. The Offer submitted to TNO by the Supplier.

3 Duration of the Agreement

This Agreement shall enter into force on the date of signature by both parties and shall remain in full force and effect from the date of delivery, successful installation of the Goods and maintenance and services for the Goods (commencement date) and shall remain in effect for an initial term of **two (2) years** from the commencement date, unless earlier terminated. Upon expiration of the initial term, this Agreement may be renewed for additional maintenance and services for the Goods by mutual written agreement of the parties.

4 Delivery

The Goods shall be delivered no later than **[date]** , to the following delivery address:

High Tech Campus Eindhoven, HTC 12, 5656AE Eindhoven, The Netherlands
(further specified on purchase order).

The facility designated for the installation and operation of the Goods referenced in this Agreement is currently under construction. Completion and handover are anticipated by the end of November 2026.

The Parties acknowledge that, due to the inherent complexities and uncertainties of large-scale construction projects, delays may arise from unforeseen circumstances beyond the reasonable control of the Client.

The Supplier shall incorporate this potential variability into its planning and shall maintain a flexible and adaptive approach to any changes in the project schedule. Except in cases of gross negligence or willful misconduct by the Client, such delays shall not entitle the Supplier to any claims, penalties, or rights of termination under this Agreement.

5 Price and other financial provisions

5.1 The agreed price for the Goods, including maintenance & services, is: € **[insert amount]** (excl. VAT). The pricing relates(s) to all the Goods to be delivered under this Agreement and any accompanying materials and documentation, such as instructions for use and similar.

5.2 The Supplier shall be responsible for all costs associated with the delivery of the goods, including but not limited to transportation, insurance, import duties, value-added tax (VAT), and customs clearance, up to the agreed place of delivery. Delivery shall be made under the Incoterm DDP (Delivered Duty Paid). In the event that TNO is required to advance any import or customs-related charges, the Supplier shall reimburse such costs in full within fourteen (14) calendar days upon receipt of valid proof of payment. TNO may apply an administration fee of up to eight percent (8%) of the reimbursed amount to cover processing and handling expenses.

5.3 In case of price adjustments for maintenance and services, the following conditions apply:

- The agreed prices in this contract will be adjusted yearly based on the development of the CAO-wage indexes published by the Dutch Central Bureau of Statistics (CBS), series : "*Cao-lonen per uur inclusief bijzondere beloningen, zakelijke dienstverlening, 2020 = 100*".

[Cao-lonen, contractuele loonkosten en arbeidsduur; indexcijfers \(2020=100\) | CBS](#)

- The price adjustment takes place on the date of the signed contract of each contract year, based on the difference between the price index of this month of current year and the price index of the same month of previous year. The formula for the price adjustment is:

New price = Current price * (index of current year / index of previous year)

- In case the CBS indexes are changing or terminating, a comparable index will be used in mutual agreement between parties.

In case of any issues with adjustment of prices or use of price indexes, current prices remain unchanged.

6 Payment

6.1 No payment by TNO shall be made without receipt of a valid invoice accompanied by all relevant supporting documents. After completion of a milestone, the Supplier may, if agreed, issue an invoice for the relevant milestone payment. Payment shall be made in Euros (EUR).

Except if otherwise agreed in writing, Supplier shall invoice TNO according following payment schedule:

- an amount of € excluding turnover tax at order, after receipt of a bank guarantee covering 30% of the total amount;
- an amount of € excluding turnover tax after delivery at location of TNO Eindhoven, and installation and commissioning On-site and Site Acceptance Test (SAT) including test periods, approved by TNO covering 70% of the total amount.

Provided that the documents are found to be correct, the amount invoiced shall be paid to the Supplier within 30 days.

6.2 Invoices must contain:

- a) invoices need to be addressed to:

TNO
Attn. Accounts Payable
P.O. Box 96829
2509 JE The Hague;

- b) All invoices should contain a valid PO number. The PO number is provided in the order confirmation and starts with 3100;
- c) Invoices can be sent digitally to e-invoice@tno.nl in PDF format, with a copy to arjan.verhoeven@tno.nl. Please note that:
 - o Attachments should not be sending separately but as 1 PDF document with the invoice;
 - o One PDF document cannot consist of multiple invoices;
 - o Supplier can send multiple invoices in one email to e-invoice@tno.nl
- d) E-invoice@tno.nl is only meant for receiving invoices. For reminders and questions, please contact the support department at ap@tno.nl or +31 (0)888 666 288;
- e) The VAT number of your company should be included on the invoice. Invoices send from other EU countries than The Netherlands should also contain the TNO VAT-number (because of the reverse charge rule);

7 Contact persons

7.1 TNO's representatives are:

- a) for technical matters as follows:

	To:	With copy to:
Name	Mr Boudewijn Docter	Mr Arjan Verhoeven
e-mail address	boudewijn.docter@tno.nl	arjan.verhoeven@tno.nl

- b) for contractual and administrative matters (except for invoices as mentioned in 6.2):

	To:	With copy to:
Name	Mr Arjan Verhoeven	Mr. Wouter Rensen
e-mail address	arjan.verhoeven@tno.nl	wouter.rensen@tno.nl

7.2 Supplier's representatives are:

- a) for technical matters as follows:

	To:	With copy to:
Name	[name]	[name]
e-mail address	[email address]	[email address]

b) for contractual and administrative matters:

	To:	With copy to:
Name	[name]	[name]
e-mail address	[email address]	[email address]

The contact persons of the Parties shall inform each other of developments and changes that may reasonably be relevant to the performance of the Agreement. Contact persons are not authorized to amend the Agreement.

8 Miscellaneous

In so far as this Agreement does not deviate from the PC Goods 2022, this Agreement is exclusively governed by the PC Goods 2022. The applicability of the general and special terms and conditions of the Supplier (if any) is excluded.

Deviations from this Agreement shall only be binding to the extent expressly agreed in writing between the Parties.

Notwithstanding clause 22.1 of the PC Goods 2022, the liability described therein shall be limited as follows: the Supplier shall be liable for all damages incurred by the Client resulting from the attributable failure to perform, to perform in a timely manner, or to perform properly the obligations arising from the Agreement, including those caused by third parties engaged by the Supplier.

Exceptions to liability for (indirect) damages for both Parties include loss of business, loss of profit, missed savings, and/or damages due to business interruption.

The design and implementation of the Goods must adhere to the relevant and applicable legislation and regulations in conformity with the Semiconductor equipment safety standards primarily governed by SEMI, ISO/IEC, NFPA and OSHA regulations and with certification for European Conformity trademarks including product labelling (CE) and adherent to EU Machinery Regulation EU2023/1230, REACH & RoHS and SECS/GEM standards.

THUS, AGREED AND MADE UP IN TWOFOLD AND SIGNED AT EINDHOVEN, THE NETHERLANDS,

	TNO HIGH TECH INDUSTRY
.....	
NAME:	NAME: MR. ARNAUD DE JONG
TITLE:	TITLE: MANAGING DIRECTOR
DATE:	DATE:
LOCATION:	LOCATION: EINDHOVEN, THE NETHERLANDS

Attachment(s):

- I. award Letter dated [*day/month/year*];
- II. the TNO PC Goods 2022;
- III. the Request for an Offer stating TNO requirements, preferences, process specifications and other relevant information
- IV. The Offer submitted to TNO by the Supplier.
- V. Maintenance- and Service contract