

Issue of Information Notice 2

for the European tender for a Vector Network Analyzer ref. 2026 FPL/INK 3 date 31-03-2026

Number	Subject	Question	Answer
1	Requirement 8.1.8.	<i>This requirement states, among other things, a repair time TAT of < 8 days. First of all regarding the TAT time: is this calculated from TNO or from the supplier? In addition, the 8-day repair time is a very stringent requirement. In order to guarantee this, it essentially means that an identical, fully functional setup must be kept readily available on the shelf for TNO. This would allow a guarantee of a repair time (and calibration) of < 8 days. If it concerns calibration only, this is a different matter. In that case, a contract with an 8-day TAT could be concluded.</i>	The stated TAT excludes shipping and any applicable customs clearance times.
2	Requirement 8.2.8.	<i>We have an internal receiver access option available, but no bias tee. This would need to be provided externally, which we can offer. Is this also acceptable?</i>	The use of an external bias tee is acceptable. An internally integrated bias tee is not required, provided that the external solution ensures equivalent functionality and does not adversely affect performance or operation.
3	Requirement 8.2.19.	<i>“using the COM and SCPI protocol.” The COM protocol is not familiar to us. The SCPI protocol is standard on the ZNA. Can the COM protocol be removed from this requirement?</i>	SCPI support is mandatory as specified in the requirement. COM is a binary interface standard used in certain Windows-based, time-critical software environments. While this interface may offer performance advantages in specific use cases, it is not considered mandatory.
4	Requirement 8.2.24.	<i>Our VNA supports remote control via Ethernet. USB remote control is no longer available nowadays. However, the instrument does have USB ports for communication with power sensors, keyboards, USB sticks, and other USB devices. Is this acceptable?</i>	This is acceptable; USB remote control is not required.
5	Disclaimer	<i>FOLLOWING ARE REQUESTED AMENDMENTS TO THE TNO PURCHASING CONDITIONS FOR GOODS (version December 2025). Comment: We have received and reviewed only the English version of TNO's Purchasing Conditions. The Disclaimer is hereby amended as follows: Disclaimer: the translation of these Purchasing Conditions for Goods of TNO into the English language was prepared with the utmost care. In all cases where the English version might divert from the original Dutch version, the English version shall be decisive.</i>	Accepted.
6	Specifications 1. Definitions 5. Performance	<i>Comment: Except for custom goods, in which case there is an SOW in place, Supplier warrants that its goods comply with the specifications as published by Supplier and in effect on the date Supplier ships the order. 1. Definitions The definition of Defect is hereby amended as follows: Defect: (i) any malfunction or other defect resulting in the Performance not complying with the Specifications, or (ii) the situation that the Performance does not otherwise comply with Clause 5.1; The definition of Specifications is hereby amended as follows: Specifications: the document in which the purpose of the Performance has been laid down by the Supplier, which functions the Performance must be able to perform and which other requirements the Performance must meet; 5. Performance Clause 5.1 is hereby amended as follows: 5.1 The Performance must comply with the Specifications. Furthermore, the Performance must (i) be of good quality; (ii) have been created in accordance with the latest technology; (iii) comply with the usual requirements of reliability, effectiveness and finish; ; (iv) be free of any Defects regarding design, processing, manufacturing, construction and dimensions; (v) comply with all applicable statutory requirements and customary industry codes regarding quality, safety, health and environment; (vi) be or have been performed with due observance of the applicable standard regulations from ISO (International Standardisation Organisation) or equivalent standard regulations from another comparable organisation.</i>	Accepted.

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7	6. Warranty	<p><i>Comments: Supplier offers a worldwide defense and settlement of third-party IP infringement claims, rather than a warranty of non-infringement or a general indemnity.</i></p> <p><i>Supplier cannot guarantee that its Personnel works exclusively for TNO.</i></p> <p><i>Supplier's standard warranty is 12 months, but extended warranty and care is available for purchase.</i></p> <p><i>Supplier accepts to change the start date of the warranty until Acceptance of the Goods by TNO.</i></p> <p><i>Clause 6.1.c. is hereby amended as follows:</i> <i>c. that, should the execution of the Performance and TNO's use of the Performance infringe any third-party IP right, or is subject to similar breaches concerning knowledge, unlawful competition and trade secrets, the Supplier indemnifies TNO against any claim in this respect, provided Supplier is given the opportunity to control the defense of the claim or settlement. Supplier's indemnity obligation is limited to payment by Supplier of TNO's defense costs, including reasonable attorney's fees, Supplier approved settlements and court-awarded damages.</i></p> <p><i>Clause 6.1.g. is hereby amended as follows:</i> <i>g. that the Supplier is fully entitled to grant the right of use as described in clause 16 of the PC Goods 2025, including the third-party elements included therein;</i></p> <p><i>Article (iii) of Clause 6.1.e. is hereby deleted</i></p> <p><i>Clause 6.2.a. is hereby amended as follows:</i> <i>a. in case of Goods, except replacement parts, for twelve (12) months from Acceptance, or for the duration of any extended warranty purchased by TNO as quoted by the Supplier;</i></p>	Accepted.
8	8. Delivery, Acceptance	<p><i>Comments: Supplier accepts to cap the late delivery penalties at 10%.</i></p> <p><i>Supplier accepts to grant TNO 10 WDs for inspection and consequent acceptance of the goods.</i></p> <p><i>Clause 8.4 is hereby amended as follows:</i> <i>8.4 Delivery after the Delivery Time is deemed to be an attributable shortcoming of the Supplier in the performance of the Agreement, and the Supplier is then in default without notice of default and owes TNO a penalty of one tenth (0.1) per cent of the Price for each day by which the Delivery Time has been exceeded up to a maximum of ten (10) percent of the Price, without prejudice to all other rights or claims of TNO. Notwithstanding the foregoing, the provisions of this clause shall not apply in the event that the Supplier reports any inconsistencies in planning on at least a weekly basis and provides substantiated and reasonable justifications for such inconsistencies. Provided that such communications are made in a timely manner and the justifications are considered acceptable by TNO, the penalties shall not be enforced.</i></p> <p><i>Clause 8.8 is hereby amended as follows:</i> <i>8.8 TNO shall provide written notice of acceptance or rejection of the Goods as soon as reasonably practicable, and in no event later than the tenth (10th) working day following receipt of the Goods. If no notice is received by Supplier, TNO will be deemed to have accepted the Goods on the eleventh (11th) working day after its receipt. If TNO informs the Supplier of the presence of one or more Defects, the Supplier must remedy the Defects without delay with due observance of the provisions in clause 22.2. Acceptance of Service(s) will occur upon performance.</i></p>	Accepted.
9	15. Obligations after Delivery	<p><i>Comment: Creates ongoing post-delivery obligations (proactive updates and free modifications) that exceed standard COTS warranty/support terms and cannot be guaranteed.</i></p> <p><i>Clause 15. is hereby deleted</i></p>	Accepted.

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10	16. Background IP (Intellectual Property) 17. Foreground IP (Intellectual Property)	<p><i>Comment: TNO does not grant Supplier any right to IP generated by TNO with Supplier products.</i></p> <p><i>Clauses 16. and 17. regarding background and foreground rights are hereby deleted and replaced by the following:</i> <i>Rights to individual COTS (Commercial Of The Shelf) software and hardware equipment is maintained by the Supplier. TNO has worldwide, unlimited, non-exclusive, transferable, perpetual, irrevocable right of usage, unless the Supplier's End User License Agreement states otherwise.</i> <i>The Supplier will own all copyrights, patents, trade secrets, trademarks and other intellectual property rights, title and interest in or pertaining to all Performance delivered to TNO under these Terms. TNO does not grant Supplier any right to IP generated by TNO with Supplier products.</i></p>	Accepted.
11	18. Confidentiality	<p><i>Comments: Must be triggered by a written request from the disclosing party. Supplier will use commercially reasonable efforts to erase or destroy, excluding any information that cannot be reasonably or practically destroyed or returned.</i></p> <p><i>Supplier does not agree to contractual penalties for confidentiality breaches; injunctive relief offers appropriate protection while avoiding disproportionate financial exposure for minor or unintentional violations.</i></p> <p><i>Clause 18.2 is hereby amended as follows:</i> <i>18.2 The Supplier and its Personnel are prohibited from storing or reproducing the information provided in the context of the Agreement, other than as required for the performance of the Agreement or for determining its Offer to TNO. Any copies of information provided are or shall be the property of TNO. At the end of the Agreement, upon written request from TNO, the Supplier provides TNO with all copies issued in the context of the Agreement free of charge or deletes any and all copies from his systems, except for archival backups that are automatically generated and cannot reasonably or practically be destroyed or returned. Any confidential information retained shall remain subject to the confidentiality obligations in this clause 18 until it can be destroyed.</i></p> <p><i>Clause 18.7 is hereby replaced with the following:</i> <i>18.7 The Supplier acknowledges that monetary damages may not be a sufficient remedy for any unauthorized disclosure of confidential information, and that TNO shall be entitled, without waiving any other rights or remedies, to seek injunctive or equitable relief from a court of competent jurisdiction.</i></p>	Accepted.
12	20. Integrity	<p><i>Comment: Acceptable so long as the parties can employ any person who applies to an open requisition.</i></p> <p><i>Clause 20.2 is hereby amended as follows:</i> <i>20.2 During the execution of the Agreement and within one year after its termination, neither Party shall employ nor negotiate employment with employees of the other Party, except where such employee has independently applied to a publicly advertised open requisition.</i></p>	Accepted.
13	22. Non-Compliance	<p><i>Comment: Supplier cannot accept that the warranty clock is set to zero after a product repair or replacement.</i></p> <p><i>Clause 22.2 is hereby replaced as follows:</i> <i>The costs associated with remedying or replacing the Defect and putting the Performance or the larger whole of which the Performance form a part back into operation are borne by the Supplier. The Supplier's repairs are warranted for the duration of the warranty period of the Performance or for ninety (90) days after the completion of the repair service, whichever is longest. If the Defect has not been remedied, corrected or removed within a reasonable term, TNO is entitled to perform the necessary work (or have it performed) at the expense of the Supplier and the Supplier is obliged to pay those costs.</i></p>	Accepted.

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14	23. Liability	<p><i>Comment: Supplier does not assume liability for consequential, special, incidental, or indirect damages, except for claims related to damages arising from: (i) bodily injury or death, (ii) wilful misconduct or fraudulent misrepresentation, or (iii) Supplier approved settlements or court-awarded judgments based on a claim that a Supplier product infringes a third party's IP rights.</i></p> <p><i>Clause 23.4 is hereby replaced as follows:</i> <i>Notwithstanding the foregoing, liability is limited to the Price of the Performance, and, to the maximum extent permitted by law, in no event will the Supplier be liable for any special, incidental, indirect, consequential damages, downtime costs, loss of data, restoration costs, lost profits, or lost revenue. These limitations apply regardless of whether such claims are based on contract, tort, warranty or any other legal theory, even if advised of the possibility of such damages. This exclusion shall apply even if any remedy set forth in these PC Goods 2025 fails its essential purpose.</i> <i>These limitations will not apply to IP infringement claims, to damages resulting from willful misconduct or fraudulent misrepresentation of the Supplier, or to damages for bodily injury or death.</i></p>	Accepted.
15	24. Insurance	<p><i>Comment: Supplier does not agree to an automatic assignment of the insurance proceeds.</i></p> <p><i>Clause 24.3 is hereby deleted</i></p>	Accepted.
16	25. Termination of the Agreement 26. Consequences of Termination of the Agreement	<p><i>Comments: Supplier wishes to be given the opportunity to remedy any Defect before such Defect gives rise to termination.</i></p> <p><i>Obligations in 26.1 must be limited to non-performance of Supplier, and the removed elements in 26.3 would create open-ended handover, IP and free-work risks that are disproportionate for Supplier.</i></p> <p><i>Clause 25.2 is hereby amended as follows:</i> <i>If the Supplier fails to perform its obligations under the Agreement or fails to perform them properly or in time, or if there is a Defect that the Supplier cannot remediate within the boundaries of these PC Goods 2025, TNO may terminate the Agreement prematurely and with immediate effect in writing or dissolve it (in part), unless the shortcoming does not justify such termination or dissolution in view of its special nature or minor importance. In such case, TNO is not obliged to compensate the ensuing or related damage of the Supplier and the third parties engaged by the Supplier. At the same time, subject to Clause 23 of these PC Goods 2025, the Supplier is obliged to compensate TNO for any damage arising from or related to the non-performance, inadequate performance or late performance by the Supplier of its obligations pursuant to the Agreement.</i></p> <p><i>The introductory sentence of Clause 26.1 is hereby amended as follows:</i> <i>26.1 In case of (partial) dissolution or termination of the Agreement for Non-performance (as described in clause 25.2), without prejudice to all the other rights or claims of TNO:</i></p> <p><i>Clause 26.3 is hereby amended as follows:</i> <i>If the Agreement ends prematurely for any reason whatsoever, the Supplier shall promptly return all the documents, books and other goods (including data and information carriers) made available by TNO.</i></p>	Accepted.