

## Information Notice

### Introduction

- This Information Notice forms part of the European open Tender procedure for Litho Mask Ailgner published on 13-04-2026 under TNO reference number WS2656063824.
- This Information Notice provides a record of the questions submitted by the Tenderers up to and including the date of publication of this Information Notice with the answers provided by TNO.
- If Tenderers have asked questions of similar nature, all such questions have nevertheless been included in this Information Notice and answered separately. This may result in repetition of information.
- Where a company name was mentioned in a question, it has been replaced by another word or term to anonymize the questions.
- TNO advises you to read the entire Information Notice.
- All information in the Information Notice is classified as Confidential and may only be used for the purpose of submitting a Tender for this procurement.
- The Information Notice will be made available on TenderNed through publication at [www.tenderned.nl](http://www.tenderned.nl) and added as a document.

The Information Notice serves to provide any additions/changes to the Tender Documents and to communicate announcements from TNO.

Where further clarification of the requirements is provided, this must be taken into account when answering Annex A04 at the time of when compiling the tender. If, for example an alternative is accepted in the Information Notice, Annex A04 will not be revised. The tenderer can answer the question for compliancy with "yes" in both cases (compliance to the original requirement or compliance to the alternative). In case a requirement no longer applies, leave the check box in Annex A04 on "select".

Nr	Subject	Question	Answer
1	Annex C02	Amendment to TNO Purchase Agreement: Clause 3.2 of the Agreement shall be worded as follows: "Commencement Date: The operational term begins with date of delivery of the Goods and all accompanying documentation at the mutually agreed delivery adress."	Not Accepted. TNO cannot accept this proposed amendment. Under Clause 3.2 of TNO's Purchase Agreement, delivery does not constitute acceptance, nor can the operational term begin solely on the basis of delivery. Signing of a delivery note only confirms receipt of a quantity of goods and does not imply any acceptance or confirmation of quality or conformity. The operational term shall commence only upon successful completion of the Site Acceptance Test (SAT) and formal acceptance by TNO. This ensures that goods meet all performance, safety, and specification requirements before obligations tied to the operational term take effect.

2	Annex C02	<p>Amendment to TNO Purchase Agreement:</p> <p>Clause 3.3 of the Agreement shall be worded as follows: A "Initial Term and Warranty: From the Commencement Date, the Agreement remains in force for twenty-four (24) months. During the Initial Term the Supplier warrants to TNO that the Product shall be free from defects in design, material and workmanship except for ordinary wear and tear and corrosion. Any warranty claims shall be proven by TNO. D The warranty of Supplier under this Agreement shall be limited to repair or replacement of the defective part of the Goods, or to a refund of an equitable portion of the total price, the choice of remedy being at Supplier's sole discretion. E Supplier shall be notified of any defect without any delay. TNO shall grant Supplier reasonable time and opportunity to make repairs or supply replacements. F The warranty of Supplier shall not apply in cases where defects arise from natural wear and tear, improper use or maintenance of the Goods, including, but not limited to, the operation and maintenance of the Goods not in compliance with the operating and maintenance manual and any further instructions as provided by Supplier, the Goods failures due to the use of parts not purchased from Supplier, alteration of the Supplier by TNO or third parties, accident, external force, chemical or electrolytic action, or any other forces or influences not attributable to Supplier. G THE FOREGOING WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY OTHER OR EXCEEDING CLAIMS OF TNO AGAINST SUPPLIER FOR WARRANTY AND/OR FOR DEFECTS DUE TO WHATEVER CAUSE, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS OF DAMAGES SHALL BE EXPRESSLY EXCLUDED. SUPPLIER SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF PRODUCTION OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES, LOSS OF BUSINESS OPPORTUNITIES, OR LOSS OF DATA TO THE UTMOST EXTENT LEGALLY PERMISSIBLE. THIS EXCLUSION APPLIES REGARDLESS OF THE CAUSE OF DAMAGE, AND REGARDLESS OF WHETHER CLAIMED UNDER CONTRACT OR TORT. TNO EXPRESSLY WAIVES ANY AND ALL OF ITS RIGHTS OF RESCISSION OF THIS AGREEMENT UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, THE RIGHT OF RESCISSION FOR REASON OF MISTAKE, REDUCTION OF VALUE BY HALF, CHANGE OF CIRCUMSTANCES OR FRUSTRATION OF CONTRACT."</p>	<p>No. TNO cannot accept the proposed amendment.</p> <p>For clarity, normal wear and tear resulting from use in accordance with operating and maintenance documentation provided by the Supplier and accepted by TNO shall not in itself constitute a defect.</p> <p>The warranty shall commence upon the successful completion of the Site Acceptance Test (SAT).</p> <p>With regard to the liability clause in the PC-Goods 2025, TNO agrees to the exclusion of consequential damages and indirect liability, provided that "indirect liability" is exhaustively defined as reputational damage, loss of profit, and missed savings.</p> <p>For Clause 22.1, the following addition applies: repair shall take place within ten (10) days, unless otherwise agreed between the parties.</p>
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3	Annex C02	<p>Amendment to TNO Purchase Agreement:          Clause 3.4 of the Agreement shall be worded as follows: "Post-Warranty Maintenance &amp; Services: Upon expiry of the initial term, this Agreement may be renewed for additional maintenance and services for the Goods by mutual written agreement of the Parties."</p>	<p>The text of TNO already contains the remark: Upon expiry of the Initial Term, TNO may - at its sole discretion - conclude a separate one-year Maintenance &amp; Services Contract.</p> <ul style="list-style-type: none"> <li>(a) Any renewal is subject to mutual written agreement.</li> <li>(b) TNO may adjust scope and parameters for each renewal.</li> <li>(c) Maintenance tasks are performed as identifiable, on-demand activities unless agreed otherwise.</li> <li>(d) Pricing shall follow Annex A03.</li> </ul>
4	Annex C02	<p>Amendment to TNO Purchase Agreement:          Clause 3.5 of the Agreement shall be worded as follows: "Spare Parts Management: Supplier shall ensure availability of spare parts and consumables for up to ten (10) years upon delivery of the Goods. Supplier does not warrant one to one replacement parts availability. In case of spare parts obsolescence or if delivery of spare parts is not possible in accordance with applicable export control laws and regulations Supplier will use its best reasonable efforts to source alternative parts or retrofits, if required. Supplier will not compensate for any additional costs compared to one to one replacement parts. Beyond that ten (10) year period Supplier will continue to provide support on a best reasonable effort basis only."</p>	<p>TNO cannot accept the proposed amendment in its current form, as it limits lifecycle support to 10 years and removes essential guarantees regarding 1-to-1 replacement parts and cost neutrality. These elements are critical for ensuring long-term system reliability and are aligned with the operational lifetime obligations defined in Annexes A04 and C04.</p> <p>However, TNO is willing to consider the following counter-proposal:</p> <ul style="list-style-type: none"> <li>- Spare-parts and consumables availability shall remain guaranteed for the full operational lifetime of the system, but not less than 15 years.</li> <li>- If 1-to-1 replacement is not possible due to obsolescence or regulatory restrictions, Supplier shall provide functionally equivalent alternatives ensuring no reduction in system performance.</li> <li>- Any retrofit or adaptation costs necessary to maintain equivalent performance shall be shared proportionally, to be agreed in advance.</li> <li>- After the guaranteed period, Supplier may offer support on a "best effort" basis.</li> </ul>
5	Annex C02	<p>Amendment to TNO Purchase Agreement:          Clause 5.3 of the Agreement "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." shall be deleted.</p>	<p>Not accepted. Without a substantiated justification for your request, TNO is not inclined to honour it. The Terms of Delivery have already been provided in the Procurement Guide.</p>
6	Annex C02	<p>Amendment to TNO Purchase Agreement:          Clause 5.4. of the Agreement shall be worded as follows: "The prices for maintainance and services will be agreed between the Parties case by case in writing."</p>	<p>At this moment, it is not entirely clear what specific concern or limitation the Tenderer aims to address with the proposed amendment. We note that Clause 3.4 of the draft Agreement already provides room for dialogue on maintenance and service-related aspects, including the formulation of any follow-on agreements, while respecting the framework set by Clause 5.4. Clause 5.4 ensures pricing transparency and predictability by linking maintenance and service pricing to the applicable annexes and tendered rates. Given this, TNO does not see a need to amend Clause 5.4. If the Tenderer has a more specific concern or scenario in mind, TNO invites them to clarify this so it can be assessed appropriately within the existing contractual framework.</p>

7	Annex C02	<p>Amendment to TNO Purchase Agreement:          Clause 6.2 of the Agreement shall be worded as follows:          "Except if otherwise agreed in writing, Supplier shall invoice TNO according following payment schedule:          - an amount of €... (30% of the agreed price for the Goods including VAT) upon order confirmation by Supplier or signing of this Agreement by both Parties, as the case may be          - an amount of €... (60% of the agreed price for the Goods including VAT) upon Factory Acceptance Test conducted at Supplier site.          - an amount of €... (10% of the agreed price for the Goods including VAT) upon Site Acceptance Test, or within thirty (30) days after delivery of the Product at TNO´s Site, whichever point of time is earlier.          Provided that the documents are found to be correct, the amount invoiced shall be paid to the Supplier within 30 days.</p>	<p>As an alternative to the conditions stated in our Tender, and contrary to your proposal, we can accommodate you as follows:          - an amount of € ..... (30%) of the agreed price for the Goods including VAT) at order, after receipt of a bank guarantee covering 30% of the total contract amount;          - an amount of € ..... (50%) of the agreed price for the Goods including VAT) after delivery at location of TNO Eindhoven;          - an amount of € ..... (20%) of the agreed price for the Goods including VAT) after commissioning and Site Acceptance Test (SAT) including test periods, approved by TNO.          The Bank guarantee and the bank who issues the Bank guarantee have to be approved by TNO (minimal A rating). TNO must have the right to draw the bank guarantee in any and all cases where Tenderer falls short in fulfilling its obligations under the Contract. The validity of the bank guarantee may not expire until approval of the SAT by TNO Management and Procurement.</p>
8	Annex C02	<p>Amendment to TNO Purchase Agreement:          The following wording shall be added as Clause 9 of the Agreement: " IT IS EXPRESSLY AGREED THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFIT, LOSS OF PRODUCTION, OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OPPORTUNITIES, OR LOSS OF DATA TO THE UTMOST EXTENT LEGALLY PERMISSIBLE. THIS EXCLUSION APPLIES REGARDLESS OF THE CAUSE OF DAMAGE, AND REGARDLESS OF WHETHER CLAIMED UNDER CONTRACT OR TORT."</p>	<p>See our answer to question number two.</p>
9	Annex C02	<p>Amendment to TNO Purchase Agreement:          The following wording shall be added as Clause 10 of the Agreement: "Transfer of Ownership and Risk: Delivery of the Goods to TNO and/or Site Acceptance Test do not effect a transfer of title to and ownership of the Goods to TNO. Supplier retains title to and ownership of the Goods until full and final payment of the agreed price and receipt of any other payment due to Supplier under this Agreement. Transfer of risk in the Goods from Supplier to TNO shall occur in accordance with the mutually agreed delivery terms."</p>	<p>TNO agrees to the transfer of ownership following full payment, subject to the condition that all statutory and contractual rights of TNO remain unaffected. TNO expressly reserves the right to terminate the agreement and to claim damages in the event of non-performance or default by the Supplier. TNO expects that, for as long as the Supplier retains ownership, the Supplier will adequately insure the goods against loss, damage, and any other reasonably foreseeable risks. This reservation shall not be construed as a waiver of any rights; TNO retains all rights under applicable law, the contract, and its general terms and conditions.          Risk will transfer to TNO in accordance with Incoterms DDP 2020. This means that risk passes to TNO when the goods have been delivered and made available at the agreed place of destination, ready for unloading.</p>

10	Annex C02	<p>Amendment to TNO Purchase Agreement:</p> <p>The following wording shall be added as Clause 11 of the Agreement: "IP-Rights of Third Parties: The sale of the Goods to TNO does not convey any right or license, ex-pressed or implied, to practice and/or run processes or to manufacture products which may be covered by copyrights, trademarks, patents, utility models, industrial designs, know-how or any other intellectual property rights owned and/or licensable by third parties. If required, TNO shall obtain any such licenses directly from the respective licensor, at its own expense and costs."</p>	<p>TNO can agree with your position that the Supplier cannot be held responsible for any third-party claims that arise solely from processes, applications, or operations that TNO itself performs on or with the systems supplied by you, insofar as these fall outside the agreed use. We confirm that such claims may indeed fall outside the responsibility of the Supplier.</p> <p>At the same time, we would like to emphasize that this does not affect the Supplier's obligations to comply with the intellectual property and indemnification provisions relating to the delivered system itself, including its design, functionality, and normal agreed use. The warranties and indemnities already agreed with respect to any infringements arising from the delivered product therefore remain fully in force.</p> <p>The following provision will be included in the Agreement:</p> <p>"The Parties acknowledge that the Supplier shall not be held liable for any third-party claims arising from processes, applications, or modifications performed by TNO on or with the delivered systems, insofar as these fall outside the Agreed Use. This does not affect the Supplier's full responsibility, as stipulated in the applicable TNO Purchasing Conditions, to indemnify TNO against any third-party intellectual property infringement claims arising from the design, functioning, or normal agreed use of the delivered system."</p>
11	Annex C02	<p>Amendment to TNO Purchase Agreement:</p> <p>The following wording shall be added as Clause 12 of the Agreement: "Force Majeure: Neither TNO nor Supplier shall be liable for partial or complete non-fulfilment of their obligations under this Agreement, if they are prevented from fulfilling their obligations due to events of force majeure, which shall be any circumstance beyond the reasonable control of the respective Party, including, but not limited to, acts of God, insurrection, strike, riot, epidemic/pandemic and civil unrest, war (whether declared or not), failures by vendors, work stoppages, embargoes, acts of terror, sabotage, fire, flood, earthquake, other unusually severe weather conditions or natural catastrophe, acts of government, and other unforeseeable circumstances beyond the respective Party's reasonable control."</p>	<p>For clarity:</p> <p>A Party shall not be liable for failure to perform its obligations to the extent that such failure results directly from an exceptional event that:</p> <ul style="list-style-type: none"> <li>a) is objectively beyond that Party's reasonable control,</li> <li>b) could not have been prevented through reasonable precautionary measures, and</li> <li>c) whose effects could not have been mitigated through appropriate measures.</li> </ul> <p>Article 22.3 PC Goods 2025 specifies already what does not qualify as Force Majeure. TNO explicitly rejects many common operational issues as valid reasons. Situations not considered force majeure include:</p> <ul style="list-style-type: none"> <li>- Lack of personnel</li> <li>- Strikes</li> <li>- Labour disturbances or illness</li> <li>- Shortage of raw materials</li> <li>- Epidemic/pandemic</li> <li>- Transport issues</li> <li>- Late deliveries or unsuitable goods from subcontractors</li> <li>- Liquidity or solvency problems</li> <li>- Failures of subcontractors.</li> </ul>

12	Annex C02	<p>Amendment to TNO Purchase Agreement:</p> <p>The following wording shall be added as Clause 13 of the Agreement: "Software: Any software installed on the Goods, contained in the Goods, sold as part of the Goods and/or otherwise supplied with or for the Goods is proprietary and Supplier retains sole and exclusive ownership of all rights, title and interest in and to such Software. Supplier herewith grants to TNO a limited, non-exclusive, non-assignable, non-transferable personal license to use the Software on the specific Good with which or for which it was supplied. Until and during the time of performing the Site Acceptance Test for the Goods the standard Software of Supplier installed on the Goods may be adapted to meet TNO's specifications and needs. Until final Site Acceptance, only temporary Software shall be installed on the Goods and TNO's above mentioned license for the Software in addition shall be limited to use such temporary Software and the Goods only for testing and training purposes as authorized by Supplier. Until final Site Acceptance of the Goods, TNO shall not be entitled to use the Software and/or the Goods for any other purposes, including, but not limited to, production and other commercial purposes and TNO shall not be entitled to run processes on the Goods other than processes needed to accomplish final Site Acceptance of the Goods."</p>	<p>TNO is willing to accept the following:</p> <p>Software forming part of the delivered Performance is subject to the Background IP provisions of the Purchasing Conditions for Goods TNO 2025. To the extent Software is required for the use of the Performance, the Supplier grants TNO a worldwide, unrestricted, non-exclusive, transferable, perpetual and irrevocable right of use, including the right to load, operate, configure, test and integrate such Software with TNO systems insofar as necessary for the intended use of the Performance.</p> <p>Functional testing, integration activities, configuration and all actions necessary for validation or commissioning shall not be interpreted as limitations of TNO's usage rights.</p> <p>Any temporary Software supplied prior to final acceptance may be used by TNO without restriction for verification, validation, training and integration within the agreed context."</p>
13	Annex C02	<p>Amendment to TNO Purchase Agreement:</p> <p>The following wording shall be added as Clause 14 of the Agreement:</p> <p>"Cancellation and Returns: If this Agreement should be cancelled by TNO for any reason whatsoever, TNO shall pay to Supplier within ten (10) days after written demand, the following cancellation charges as liquidated damages, which are not subject to any fault and/or to a right of mitigation: (i) If TNO cancels this Agreement less than thirty (30) days prior to the agreed delivery date, TNO shall pay to Supplier a cancellation charge of fifty percent (50 %) of the agreed total price. (ii) If TNO cancels this Agreement in the period between thirty (30) to sixty (60) days prior to the agreed delivery date, TNO shall pay to Supplier a cancellation charge of forty percent (40 %) of the agreed total price. (iii) If TNO cancels this Agreement more than sixty (60) days prior to the agreed delivery date, TNO shall pay to Supplier a cancellation charge of thirty percent (30 %) of the agreed total price. TNO agrees that the above cancellation charges are a reasonable estimate of Supplier's usual costs, expenses and damages in the event an order is cancelled. TNO shall compensate Supplier for any costs, expenses and damages incurred by Supplier which exceed the above cancellation charges, if this is due to the specific circumstances of the order (e.g. if time is of essence, in case of customized equipment, etc)."</p>	<p>Not accepted by TNO. If TNO cancels the Agreement for reasons not covered by the termination grounds in the Purchasing Conditions, TNO may reimburse the Supplier only for reasonable, evidenced and unavoidable costs directly incurred before the cancellation date and previously approved in writing by TNO.</p>

14	Annex C03	Clause 11.4 Payment of the Purchasing Conditions for Goods TNO shall be deleted.	TNO cannot accept the deletion of clause 11.4. The right of set-off is embedded in Dutch law (Article 6:127 of the Civil Code) and is contractually confirmed in Article 11.4 of the PC Goods 2025, in which TNO explicitly retains the right to set off its own payment obligations against claims it holds against the supplier.
15	Annex C03	Clause 16. 1.-3. Background IP of the Purchasing Conditions for Goods TNO shall be deleted.	Not accepted. For clarity: The Supplier retains all rights, title and interest in its Background IP. TNO does not obtain any ownership rights in the Supplier's Background IP. However, the Supplier shall grant TNO a non-exclusive, worldwide, irrevocable and royalty-free right of use to such Background IP, solely to the extent necessary for the intended use of the delivered Performance in accordance with the Purchasing Conditions for Goods TNO. This right of use shall include, at minimum, the ability to operate, load, configure, test, validate, integrate, maintain and inspect the Performance as required for TNO's functional, operational and safety requirements.
16	Annex C03	Clause 17.1-3. Foreground IP of the Purchasing Conditions for Goods TNO shall be deleted.	TNO agrees that it is very unlikely that Foreground IP will be created under this Agreement. Thus the Foreground IP clause in TNO's Terms & Conditions will not apply. If Supplier creates Foreground IP, by making use of the knowledge brought in by TNO, Supplier and TNO will discuss in good faith the further proceedings.
17	Annex C03	Clause 18.2 Confidentiality of the Purchasing Conditions for Goods TNO shall be modified to the follows: "The Supplier and its Personell 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, the Supplier provides TNO with all copies issued in this context of the Agreement free of charge and deletes any and all copies from his systems. Exceptions to this are copies of electronically communicated information made as a matter of routine information, technology back-up, and to information or copies thereof that need to be stored by the Supplier according to provisions of mandatory law for the statutory storage period as provided for by mandatory law.	Not agreed. Clause 18.2 already deliberately and exhaustively regulates the storage, reproduction, ownership, return and deletion of information provided by or on behalf of TNO.
18	Annex C03	Clause 25.2.-25.6. Termination of the Agreement of the Purchasing Conditions for Goods TNO shall be deleted.	Not agreed. Clauses 25.2–25.6 forms an integral and essential part of TNO's contractual risk-management framework. These provisions regulate TNO's statutory and contractual rights to terminate the Agreement in specific circumstances, including but not limited to non-performance, breach, insolvency and other situations that may jeopardise TNO's legal, operational or financial position.

19	Annex C03	Clause 26.1 Consequences of Termination of the Agreement of the Purchasing Conditions for Goods TNO shall be modified to the follows: "In case of (partial) dissolution or termination of the Agreement (as described in clause 25), the Parties shall discuss about the further course of action in good faith."	Not accepted. The termination provisions included in the PC Goods TNO are standard and non-negotiable. These clauses are essential for TNO's legal obligations, operational continuity, and risk management.
20	Annex C03	Clause 26.3.-5. Consequences of Termination of the Agreement of the Purchasing Condition for Goods TNO shall be deleted.	Not accepted. The termination provisions included in the PC Goods TNO are standard and non-negotiable. These clauses are essential for TNO's legal obligations, operational continuity, and risk management.
21	Annex C03	Clause 6.1 c. Warranty of the Purchasing Conditions for Goods TNO shall be modified as follows: "that the Goods as manufactured and designed on behalf of Supplier do not infringe any third-party IP right an that TNO 's use of the Goods does not infringe any third-party IP right either, including similiar claims concerning knowledge, unlawful competition and trade secrets. The Supplier indemnifies TNO against any claim(s) in this respect;"	Not accepted since it redefines the defintion of "Performancy" in an implicit way, with possible differences of opinion within the context of other articles of the PC Goods 2025.
22	Annex C03	Clause 6.2 a. Warranty of the Purchasing Conditions for Goods TNO shall be modified as follows: "In case of Items for twenty-four (24) months after Delivery, and in case of Services for one (1) month after the Delivery for Services and for twelve (12) months after the Delivery for spare parts."	Not accepted. The warranty shall commence upon the successful completion of the Site Acceptance Test (SAT).
23	Annex C03	Clause 6.2 b and Clause 6.2 c Warranty of the Purchasing Conditions for Goods TNO shall be deleted.	Clause 6.2(b) concerns the warranty period "in case of a Work", which is 10 years after Delivery. Since this procurement concerns a supply of goods only (no Work), clause 6.2(b) is not applicable by nature. Removing it does not change TNO's legal position. TNO cannot agree to deletion of clause 6.2(c), as the IP-related warranty under clause 6.1(g) is essential for safeguarding TNO's and any subsequent owner's right of use. However, in view of the intended resale after approximately five years, TNO is willing to consider a maximum warranty period of fifteen (15) years, provided that this period starts on the date of delivery to TNO and remains fully transferable to any subsequent owner.
24	Annex C03	Regarding Clause 8.3 Delivery, Acceptance of the Purchasing Conditions for Goods TNO the sentence "At TNO 's first request, the Supplier compensates TNO for the damage suffered and to be suffered as a result of the delay, without prejudice to alle other rights or claims of TNO." shall be deleted.	Not acceptable as the effects of imminent delays (eg. Late deliveries) can have severe impact.

25	Annex C03	<p>Clause 22.1 Non-Compliance of the Purchasing Conditions for Goods TNO shall be modified as follows: "During the warranty period (as described in clause 6.2), the Supplier shall, at TNO's first request and without prejudice to TNO's other rights and claims (such as, but not limited to, the situations described in clause 23 and clause 25), remedy the Defect within a reasonable period of time." Therefore the last half-sentence: "...but not later than within 10 working days." shall be deleted.</p>	<p>The request to delete the fixed maximum remediation period of 10 working days is not accepted, as TNO requires a clear and enforceable deadline to ensure uninterrupted business operations.</p>
26	Annex C03	<p>Clause 23 Liability of the Purchasing Conditions for Goods TNO shall be modified as follows:"The Supplier is liable vis-à-vis TNO for all damage suffered and to be suffered by TNO in connection with non-performance, inadequate performance or late performance of its obligations vis-à-vis TNO under the Agreement, as well as for each and every Defect. IT IS EXPRESSLY AGREED THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFIT, LOSS OF PRODUCTION, OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OPPORTUNITIES, OR LOSS OF DATA TO THE UTMOST EXTENT LEGALLY PERMISSIBLE. THIS EXCLUSION APPLIES REGARDLESS OF THE CAUSE OF DAMAGE, AND REGARDLESS OF WHETHER CLAIMED UNDER CONTRACT OR TORT."</p>	<p>See our answer to question number two.</p>
27	Annex C03	<p>Clause 23.3 Liability of the Purchasing Conditions for Goods TNO shall be modified as follows: " If a third party makes a claim against TNO or its staff in respect of any infringement of IP rights of these third parties, including similar claims in respect of knowledge, unlawful competition and similar, the Supplier is obliged, in addition to the indemnification pursuant to clause 23.2, at Suppliers expense, to take all measures that may help to prevent stagnation and to limit the (additional) costs incurred or loss suffered as a result of such infringements. The sale of the Goods to TNO does not convey any right or license, expressed or implied, to practice and/or run processes or to manufacture products which may be covered by copyrights, trademarks, patents, utility models, industrial designs, know-how or any other intellectual property rights owned and/or licensable by third parties. If required, TNO shall obtain any such licenses directly from the respective licensor, at its own expense and costs."</p>	<p>TNO can agree with your position that the Supplier cannot be held responsible for any third-party claims that arise solely from processes, applications, or operations that TNO itself performs on or with the systems supplied by you, insofar as these fall outside the agreed use. We confirm that such claims may indeed fall outside the responsibility of the Supplier.</p> <p>At the same time, we would like to emphasize that this does not affect the Supplier's obligations to comply with the intellectual property and indemnification provisions relating to the delivered system itself, including its design, functionality, and normal agreed use. The warranties and indemnities already agreed with respect to any infringements arising from the delivered product therefore remain fully in force.</p> <p>The following provision will be included in the Agreement:  "The Parties acknowledge that the Supplier shall not be held liable for any third-party claims arising from processes, applications, or modifications performed by TNO on or with the delivered systems, insofar as these fall outside the Agreed Use. This does not affect the Supplier's full responsibility, as stipulated in the applicable TNO Purchasing Conditions, to indemnify TNO against any third-party intellectual property infringement claims arising from the design, functioning, or normal agreed use of the delivered system".</p>

28	Annex C03	Clause 8.4 Delivery, Acceptance of the Purchasing Conditions for Goods TNO shall be modified as follows: "In case the mutually agreed delivery date is exceeded TNO may, after a grace period of four (4) weeks, request as compensation liquidated damages of zero point five percent (0.5%) per each fully finished week of delay up to a maximum value of five percent (5%) of the Price but only subject that the delay is solely attributable to Supplier. In the event of TNO claiming a contractual penalty, any further claims of TNO as well as any other claims of TNO arising from or in connection with the delay in delivery shall be expressly excluded."	TNO is unable to accept the proposed modification. The requested changes materially deviate from TNO's Purchasing Conditions, as they introduce a grace period, reduce the contractual penalty, and exclude TNO's right to pursue other remedies in the event of late delivery. Clause 8.4 of the Purchasing Conditions for Goods TNO 2025 provides for penalties for late delivery without prejudice to all other rights and claims of TNO. Limiting or excluding these rights is not acceptable.
29	Pr. Guide1.2.2	The document states that the PIXEurope pilot line will be transferred to an industrial partner. Would it be possible for TNO to use this equipment to onboard/accept Supplier customers (e.g., for customer access or qualification work)?	That is at the discretion of the future owner. TNO confirms that, in principle, collaboration of this nature may be discussed outside the current tender framework. However, any use of the PIXEurope pilot line equipment for onboarding or acceptance of SUPPLIERS customers, including customer access or qualification activities, does not form part of the scope of this Tender and cannot be considered under the Contract resulting from this procedure. Any such cooperation would need to be subject to a separate agreement, outside the scope of the present procurement, and would have to comply with all applicable legal, contractual, and governance requirements.
30	Pr. Guide1.2.2	Which industrial partner is planned to take over the PIXEurope pilot line? Approximately how many tools/orders (i.e., what level of spillover or follow-on impact) is expected from this transfer?	TNO has not selected any industrial partner to take over the PIXEurope pilot line, nor can such a selection be made at this stage. The pilot line is established as an open-access facility under the PIXEurope consortium and the European Chips Act framework. In order to ensure compliance with applicable state-aid rules and the principles of transparency, equal treatment and non-discrimination, no preferential or exclusive industrial partner can be identified in advance. Access for industrial parties will be governed by the applicable access conditions and governance arrangements.
31	Annex A04	Which industrial partner is planned to take over the PIXEurope pilot line? Approximately how many tools/orders (i.e., what level of spillover or follow-on impact) is expected from this transfer?	Yes, we need broadband exposure option.
32	Annex A04	Is the 3 µm resolution requirement (with 3 µm resist thickness) mandatory, or is there some acceptable tolerance? We are considering proposing the UX-4477SC, which typically guarantees 4 µm resolution (assuming Supplier standard 1 µm resist).	3 µm resolution is a hard requirement.  Rationale: This is required to get sufficiently small metal lines to achieve high-speed operation.
33	Pr. Guide6.1	The price cap is set at €700,000. Since this is for a projection tool, we cannot submit a proposal within this budget. Is it possible to negotiate an increased budget, e.g., up to €1,100,000 or more?	The budget for this, and other equipment needed, has been determined by the PIX Europe consortium. We cannot deviate from that at our own discretion.

34	Pr. Guide6.1	Can we make a proposal based on Total Cost of Ownership (TCO/Total CoO), including benefits such as yield improvement, which cannot be achieved with a contact aligner?	No, you have to make use of Annex A3 Price sheet.
35	Annex A04	What is the thickness above InP wafer?	Currently not defined, as long as there is no physical contact between mask and wafer.
36	Annex A04	How many cassette stations does TNO require? Supplier standard is 2 cassette stations. Is it acceptable?	Yes, this is acceptable.
37	Annex A04	TNO requires "the mask aligner shall at least support Proximity Mode exposure". Supplier uses a projection type; therefore, it is not applicable. Is that correct?	Yes, that is correct.
38	Annex A04	TNO requires "Uniformity of light intensity (irradiance) delivered across the entire wafer surface is 2.5 % or better on 6 Inch wafers". How is the formula defined? Is it (Max - Min) / (Overall Average)? Supplier's definition: $\pm (\text{Max} - \text{Min}) / (\text{Max} + \text{Min})$	You can use $\pm (\text{Max} - \text{Min}) / (\text{Max} + \text{Min})$ .
39	Annex A04	What is the required resolution for exposing 10 $\mu\text{m}$ thickness photo resist?	Typically around 10 $\mu\text{m}$ .
40	Annex A04	TNO requires "3 $\sigma$ (sigma) layer-layer alignment error for both X and Y directions < 0.5 $\mu\text{m}$ ". Alignment accuracy is 0.5 $\mu\text{m}$ , but as lens distortion is 0.5 $\mu\text{m}$ , the overaly will be 1.0 $\mu\text{m}$ ; is this acceptable?	Yes, this is acceptable.
41	Annex A04	TNO requires the equipment shall be able to process at least 10 wafers per hour. What is the definition of exposure dose for this throughput?	The exposure dose shall be sufficient to expose 3 $\mu\text{m}$ thick positive tone photoresist.
42	Annex A04	TNO requires "No more than 10 particles are allowed to be added to the wafer (particle size > 1 $\mu\text{m}$ ) after mechanical testing". Does "mechanical testing" refer to the process from when the robot picks up the wafer until it returns it to the cassette?	Correct. Full cassette-to-cassette handling, but no actual processing (not very relevant for lithography equipment, but this is our standard definition).
43	Annex A04	Please provide the specifications of the Edwards vacuum pump.	If a vacuum pump is needed, supplier shall include this, or provide the requirements of such pump. If external vacuum pumps are needed, we prefer to use Edwards pumps (or likewise) as much as possible. If connection to central facility vacuum is required, please provide the minimum requirements.
44	Annex A04	TNO requires "These surfaces shall be constructed with materials which do not cause damage or contamination, particulate or chemical, to the wafer for all the excursions of temperature that a wafer may experience during operational use". Is the term "surfaces" understood to mean the parts where the wafer makes contact?	Yes, that is correct.