

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 a European Tender procedure under the name Photo-luminescence SEM + FIB with TNO reference WS2640013718, concerning the acquirement of the equipment including:
 - A warranty period of 24 months;
 - Maintenance and services during the warranty period as described in requirements series R-4000 of the program of requirements (Annex A04 of the Offer);
 - Critical Design Review, Factory Acceptance Test, commissioning and Site Acceptance Test.;
 - Delivery in accordance with Incoterms® 2020 Delivered Duty Paid (DDP) to TNO Eindhoven, the Netherlands. (hereinafter referred to as “Goods”).
- 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 [date];
- 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 during the warranty period in accordance with the requirements, preferences and specifications as laid down in Annex III.

HAVE AGREED AS FOLLOWS:

1 Definitions

Capitalised terms used in this Agreement have the meaning assigned to them in Clause 1 of TNO's Purchasing Conditions for Goods, December 2025 (TNO PC Goods 2025).

Additional terms added for clarity:

- FAT: Factory Acceptance Test conducted at Supplier site.
- SAT: Site Acceptance Test conducted at TNO site. Acceptance occurs only after successful SAT.
- Mechanical Completion: The point at which the facility is complete and SAT may begin.

2 Object of the Agreement

- 2.1 TNO purchases, and the Supplier sells, the Goods in accordance with the Supplier's Offer submitted pursuant to TNO's European Tender procedure “ SEM + FIB ” (reference WS2640013718, unless expressly deviated from in this Agreement.

- 2.2 The following documents form the Agreement, in descending order of precedence:
- (a) this Agreement;
 - (b) TNO PC Goods 2025;
 - (c) the Request for an Offer including requirements, preferences, (process) specifications and other relevant information;
 - (d) Supplier's Offer [....].

3 Entry Into Force, Commencement, Term and Warranty

3.1 Entry into Force

This Agreement enters into force upon signature by both Parties.

3.2 Commencement Date.

The operational term begins on the later of:

- (a) Delivery of the Goods and all accompanying documentation;
- (b) successful completion of Installation and the Site Acceptance Test (SAT), as evidenced by signed test reports, certificates and other supporting materials.

Acceptance occurs exclusively after SAT completion in accordance with Annex A04.

3.3 Initial Term and Warranty

From the Commencement Date, the Agreement remains in force for twenty-four (24) months. During the Initial Term the Supplier provides:

- (a) full warranty covering functional, performance, software and recurring intermittent defects;
- (b) maintenance and services;
- (c) all obligations under requirement series R-4000 (Annex A04).

The Goods must be free from defects, meet all Minimum Requirements, and achieve performance validated through FAT and SAT documentation. All warranty-related services are provided at no additional cost.

3.4 Post-Warranty Maintenance & Services

Upon expiry of the Initial Term, TNO may - at its sole discretion - conclude a separate one-year Maintenance & Services Contract.

- (a) Any renewal is subject to mutual written agreement.
- (b) TNO may adjust scope and parameters for each renewal.
- (c) Maintenance tasks are performed as identifiable, on-demand activities unless agreed otherwise.
- (d) Pricing shall follow Annex A03.

3.5 Spare Parts Management & Optional Equipment

Supplier shall ensure availability of spare parts and consumables for the full operational lifetime, in accordance with Annexes A04 and C04.

Critical "A-parts" shall be stored on-site or at Supplier's premises, following a jointly developed plan.

Additional equipment options can be provided upon TNO's request.

3.6 Delays and Temporary Storage

If installation is delayed due to facility-readiness issues outside TNO's reasonable control:

- (a) Supplier shall arrange temporary storage at no cost to TNO.
- (b) Supplier bears full responsibility for risk, insurance, and preservation during this period.

3.7 No Automatic Renewal

This Agreement and any Maintenance & Services Contract expire at the end of their term unless explicitly renewed in writing.

4 Delivery

The Goods shall be delivered no later than [date] to:

High Tech Campus Eindhoven, HTC 12, 5656 AE Eindhoven, The Netherlands.

Acceptance testing will commence only after Mechanical Completion of the facility (estimated March–May 2027).

Delays caused by large-scale construction uncertainties or facility-readiness issues shall be deemed foreseeable and shall be incorporated by the Supplier into its planning. The Supplier shall maintain a flexible and adaptive approach to changes in the project schedule.

Except in cases of TNO's gross negligence or wilful misconduct, such delays shall not entitle the Supplier to any claims, penalties, compensation, suspension, or rights of termination under this Agreement.

5 Price and Financial Provisions

- 5.1 The agreed price for the Goods is [€] (excl. VAT), stated as TP1 in Annex A03 of the Offer.

The pricing relates 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).
- 5.3 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.
- 5.4 Annual price adjustments for post-warranty services follow CBS wage index "Cao-lonen per uur inclusief bijzondere beloningen, zakelijke dienstverlening, 2020=100".

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

[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.

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).
- 6.2 Except if otherwise agreed in writing, Supplier shall invoice TNO according following payment schedule:
- an amount of € (70% of the agreed price for the Goods including VAT) after delivery at location of TNO Eindhoven;
 - an amount of € (30% of the agreed price for the Goods including VAT) after commissioning and Site Acceptance Test (SAT) including test periods, approved by TNO.

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

- 6.3 **[optional: Upon expiry of the warranty period of twenty-four (24) months, an amount of € (excluding VAT) shall be payable for maintenance and services.**

This amount:

- shall not become due before the full expiry of the warranty period; and
- is exclusive of consumables and spare parts, unless otherwise agreed in writing.

- 6.4 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:
- Attachments should not be sent separately but as 1 PDF document with the invoice;
 - One PDF document cannot consist of multiple invoices;
 - 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.

Changes in contact persons must be notified in writing.

8 Miscellaneous

8.1 In so far as this Agreement does not deviate from the PC Goods 2025, this Agreement is exclusively governed by the PC Goods 2025. The applicability of the general and specific terms and conditions of the Supplier (if any) is excluded.

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

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

	NETHERLANDS ORGANIZATION FOR APPLIED SCIENTIFIC RESEARCH TNO
Name:	Name: Mr. Arnaud de Jong
title:	Title: Managing Director
Date:	Date:
Location:	Location: Eindhoven, the Netherlands

Attachment(s):

- A. award Letter dated [*day/month/year*];
- B. the Request for an Offer stating TNO requirements, preferences, process specifications, and other relevant information.
- C. the TNO PC Goods 2025;
- D. the Offer with revised price sheet submitted to TNO by the Supplier.