

Date  
Datum

Reference  
PCM20xx/

Navigation address:  
De Zaale, Eindhoven

[www.tue.nl](http://www.tue.nl)

## Agreement

# Supply of Micro Transfer Printing tool

between

Eindhoven University of Technology

and

[...]

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- Annex 1** Request for Proposal [reference PCM 2026-10185-IL, September 4 2026] and Summary of Additional Information and Changes [reference, date]
- Annex 2** Contractor's proposal [reference, date]
- Annex 3** Handover protocol model Factory Acceptance Test (FAT)
- Annex 4** Handover protocol model Site Acceptance Test (SAT)
- Annex 5** Standard of Bank guarantee

**THE UNDERSIGNED:**

- A. The legal entity under public law Eindhoven University of Technology, with its registered office in Eindhoven with its head offices at Groene Loper 3, 5612 AE Eindhoven, the Netherlands, registered in the Commercial Register of the Chamber of Commerce under number 51278871, represented in this matter by P.D.M. Groothuis MSc, Vice president Executive Board,

Eindhoven University of Technology, hereinafter referred to as: **'TU/e' or 'the Client'**

and:

- B. [ORGANISATION], with its registered office in [TOWN], with its business address at [ADDRESS] in [TOWN], listed in the commercial register of the Chamber of Commerce under number [NUMBER], represented in this matter by [NAME], [JOB],

hereinafter referred to as: **'the Contractor'**

the Client and the Contractor are also referred to hereinafter as: **'the Parties'**,

**WHEREAS:**

- TU/e wishes to engage a supplier for the supply of Micro Transfer Printing tool;
- TU/e is therefore seeking a party with the knowledge, experience and resources to achieve this;
- In this context, TU/e has performed a European procurement procedure in order to select a Contractor who satisfies the requirements in the Request for Proposal and all the accompanying annexes;
- The Contractor has submitted a valid Proposal with regard to the above-mentioned Tendering Procedure with its Proposal dated [date] (**Annex 2** of this Agreement), which TU/e has qualified as the most economically advantageous tender;
- TU/e intends on the basis of the above to grant this Contract to the Contractor;
- The Contractor has made extensive enquiries concerning the requirements, wishes and objectives of TU/e concerning Contract, and the Contractor therefore has declared itself willing to execute the Contract accordingly;
- The Parties wish to lay down the conditions concerning their mutual performance in this Agreement;

**HEREBY DECLARE THAT THEY HAVE AGREED AS FOLLOWS:**

## 1 Definitions

The following terms are capitalised in this Agreement. These terms are defined as follows:

**Agreement:**

This Framework Agreement or Agreement that relates to the delivery of Micro Transfer Printing tool at the times set out in the Request for Proposal as well as to (future) Contracts for the whole TU/e Campus.

**Annex:**

Appendices to this Agreement, which are part of this Agreement.

**Campus**

University site containing facilities for students and employees.

**Client:**

Eindhoven University of Technology

**Contract:**

A purchase and delivery order that the Client gives to the Contractor for the purchase and delivery of Micro Transfer Printing tool and its Ready-to-Use installation.

**Contractor's Personnel:**

The employees and/or third parties to be engaged by the Contractor for the implementation of this Agreement, who will work under its responsibility pursuant to this Agreement.

**Defect**

The failure to comply with the agreed specifications for the Micro Transfer Printing tool either entirely or in part, or the failure of the Micro Transfer Printing tool to perform properly, to the extent that this cannot be attributed to mistakes made by the users of the Micro Transfer Printing tool.

**Delivery**

The delivery and unloading of Micro Transfer Printing tool at the Place of delivery and (if applicable), installing it so that it is Ready to Use.

**Fee**

The amount to be paid by the Client to the Contractor under a Contract that was awarded.

**Proposal:**

The Written offer of the Contractor to the Client for the performance of the Contract (included in **Annex 2**)

**Request for Proposal:**

The Request for Proposal or Request for Offer with reference PCM 2026-10185-IL dated September 4 2026 (included in **Annex 1**).

**Ready-to-Use installation**

The full availability of the Micro Transfer Printing tool at the designated place and location and its functioning in accordance with the specifications.

**Schedule of Requirements (SoR)**

The minimum requirements imposed by the Client in respect of related services. The SoR is part of this Agreement and is included in the Request for Proposal (Annex 1).

**Site Acceptance Test (SAT)**

The test (or test process) which will demonstrate that under normal operational conditions the equipment meets and will continue to meet the agreed specifications and comply with the guaranteed properties as referred to in this agreement, this according to the description of the SAT in the Request for Proposal (Annex 1) dated September 4 2026 with reference: PCM 2026-10185-IL.

**Summaries of Additional Information and Changes**

Further information that is an integral part of the Tender Documents.

**The Contractor:**

The Tenderer who is awarded the Agreement.

**Tendering documents**

All documents within the context of a tendering procedure (including the announcement of the Contract, the Request for Proposal as well as the Summaries of Additional Information and Changes).

**Place(s) of delivery**

The room(s) designated by the Client where the Delivery will take place.

**In Writing/Written:**

All sets of words or figures, which can be read, reproduced and then communicated, that may contain information transferred or saved by electronic means.

**Working Days:**

A calendar day, not being (a) a Saturday or Sunday, (b) a public holiday in accordance with the current collective labour agreement (CLA) for Dutch Universities. A working day starts at 8 a.m. and ends at 6 p.m.

**Year:**

Uninterrupted period of twelve (12) months.

## 2 Subject of the Agreement

2.1 This Agreement concerns the Supply of Micro Transfer Printing tool by the Contractor, in accordance with the Annexes as mentioned in the next article.

2.2 The Agreement consists of following (contract) documents:

- i) mandatory government rules;
- ii) the Agreement;
- iii) Request for Proposal (Annex 1), comprising:
  - a) Any summaries of additional information dated [date];
  - b) request for proposal with reference PCM 2026-10185-IL, September 4 2026;
  - c) annexes to the request for proposal;
- iv) Contractor's quotation (Annex 2).

In the event of any conflict between the aforementioned documents, the above-mentioned order applies, whereby the higher-ranking document always prevails over the lower-ranked document, unless the nature of the contradiction obviously compels another ranking order and/or a lower-ranked document sets higher requirements for the performance to be delivered by the Contractor on the basis of this Agreement.

2.3 Any adjustment concerning the way in which the service is provided requires the Written consent of the parties. Changes or further additions to this Agreement will only take effect if they have been agreed In Writing and have been signed for consent by both Parties.

2.4 The Contractor declares that it is sufficiently aware of the Client's objectives in relation to the present Agreement. The Client has provided the Contractor with sufficient and correct information for that purpose and, if so desired, will provide the Contractor with further information insofar as that information is available to the Client.

## 3 Performance of the activities

3.1 The Contractor will deliver the Micro Transfer Printing tool DDP to the Client according to the most recent Incoterms in accordance with the delivery time and Place of delivery stated in the Contract. The Contractor will also unload the Micro Transfer Printing tool at its own risk and expense from the means of transport and install it Ready to Use in the designated room(s) [Cleanroom – Nanolab TU/e Campus] in the building on the Campus. The Delivery and Ready-to-Use installation will be done in consultation with the Client, and disruption for users and students must be kept to a minimum.

3.2 The Contractor is obliged to take back all packaging materials and remove them from the Client's premises as soon as possible after the Micro Transfer Printing tool has been unpacked. In the context of corporate social responsibility, the Client expects the Contractor to process packaging materials separately so that materials can be reused and/or recycled.

3.3 Immediately after the Ready-to-Use installation of all the Micro Transfer Printing tool delivered pursuant to a Contract, the Client will inspect, check and/or test the Micro Transfer Printing tool to assess whether the Micro Transfer Printing tool meets the conditions of this Agreement. If the Micro Transfer Printing tool passes this test, a proof of delivery will be signed confirming the successful transfer of the Micro Transfer Printing tool. If a Defect is discovered, the Contractor will arrange for

replacement or repair of the defective part of the delivery free of charge within one week after the Defect has been reported.

## **4 Factory Acceptance Test**

- 4.1 The Factory Acceptance Test will be carried out by the supplier. In this Factory Acceptance Test, it is demonstrated that the Micro Transfer Printing tool should work properly in the laboratory of the TU/e according to the description of the Factory Acceptance Test in the Request for Quotation (Annex II).
- 4.2 The supplier will make it possible for representatives of the TU/e to attend the Factory Acceptance Test.
- 4.3 On the Working Day following that on which the Factory Acceptance Test referred to in clause 6.1 of this Agreement has been completed successfully, a start will be made on preparing the Micro Transfer Printing tool for transport to the TU/e.
- 4.4 If a successful completion of the Factory Acceptance Test cannot be achieved, due to the default of the supplier the TU/e will have the right either to refuse the Micro Transfer Printing tool without any cost or to determine in consultation with supplier the further procedure to be followed.
- 4.5 Once the Factory Acceptance Test has been completed successfully and the Micro Transfer Printing tool has been proven operational on site of the supplier, the system(s) will be accepted by the TU/e for delivery on the site of the TU/e.

## **5 Site Acceptance Test**

- 5.1 The Site Acceptance Test will be carried out by the supplier on site of the TU/e. In this Acceptance Test, it is demonstrated that the Micro Transfer Printing tool works properly on the site of the TU/e according to the description of the Site Acceptance Test in the Call for Proposal.
- 5.2 During the Site Acceptance Test, checks will be made that the Micro Transfer Printing tool functions properly; the TU/e will test the system(s) under normal operational conditions.
- 5.3 Once the Site Acceptance Test has been completed successfully which means that the Micro Transfer Printing tool has been proven fully operational, the system will be accepted by the TU/e; this will be effected by both the supplier and the TU/e signing the handover protocol laid out in Annex IV.
- 5.4 If a successful completion of the Site Acceptance Test cannot be achieved within 6 months after delivery, due to the default of the supplier the TU/e will have the right either to refuse the Micro Transfer Printing tool without any cost or to determine in consultation with supplier the further procedure to be followed.

## **6 Transfer of risk and ownership**

- 6.1 The ownership of the delivered goods is deemed to have been transferred to the Client after by Client signed proof of deliver and installation completion document.
- 6.2 If the Micro Transfer Printing tool is rejected, ownership and risk will be considered to have remained with the Contractor and therefore they were never transferred to the Client.

## **7 Confidentiality**

- 7.1 Both Parties undertake not to disclose in any way or make available to third parties or provide any information to third parties regarding any information that comes to its attention in the performance of the Agreement and which it knows or should reasonably presume to be confidential in nature. The Contractor is fully responsible for the third parties engaged by it and for compliance with all duties of

confidentiality and other obligations and the applicable legislation and regulations that apply to these third parties.

- 7.2 The Contractor commits that it will not make the data resulting from its services provided to the Client available to third parties in any form, nor provide third parties with any information in respect thereof, unless the Client has consented thereto In Writing. The Client has the right to attach conditions to granting such consent.
- 7.3 The Contractor will not announce this Agreement in external publications or advertisements without the Client's prior Written consent.

## **8 Guarantee, liability and insurance**

- 8.1 The Contractor guarantees that the Micro Transfer Printing tool complies with the terms and conditions in accordance with this Agreement and its Annexes.
- 8.2 The Parties also guarantee compliance with all obligations arising from this Agreement.
- 8.3 A Contractor who fails attributable to comply with its obligation(s) is liable towards the Client as well as its employees and third parties engaged by the Client for compensation of all losses sustained and/or to be sustained. With the exception of claims for compensation in connection with death or injury and/or intent or gross negligence on the part of the Contractor and/or its employees and/or in the event intellectual property rights are infringed and/or in case of claims in connection with the processing of personal data, the above-mentioned liability is limited to an amount of €1,000,000 per event Micro Transfer Printing tool to a maximum of €2,500,000 per year.
- 8.4 The Contractor indemnifies the Client, against all (financial) consequences of claims attributable to the Contractor from third parties (in which connection employees, students, guests of the Client are considered to be third parties) related in any way to compliance with its obligations that arise from the Agreement.
- 8.5 A failure in the performance of this Agreement is not attributable to the Contractor if it is not due to its fault, and for which it is not accountable by law, legal act or according to generally accepted standards (force majeure).
- 8.6 The Contractor is not liable for damage caused to the Client's property as a result of visible and/or hidden Defects nor for damage resulting from any outside cause that the Contractor itself was unable to avert within reason.
- 8.7 The Contractor has taken out insurance in a suitable and customary manner in accordance with generally accepted standards and will keep itself insured as such against business liability. This insurance provides at least the cover required pursuant to the Tendering Documents.
- 8.8 The Contractor will submit to the Client an authenticated copy of its insurance policy or a certificate of insurance (proof of insurance) upon request at any time during the term of the Agreement.
- 8.9 The Contractor has the right to change its business liability insurance provided the required cover included in the Tendering Documents is not affected and the other conditions mentioned in this Agreement are satisfied.



## 9 Intellectual property

- 9.1 The Contractor declares that it is authorised to deliver the Micro Transfer Printing tool to third parties. The Contractor guarantees that the Micro Transfer Printing tool supplied by it as such, as well as the Client's application of it, do not infringe any third-party intellectual or other property rights under this Agreement. If, despite this, the Contractor must acknowledge that a product supplied by the Contractor infringes an intellectual property right as mentioned above, or the Dutch court establishes in legal proceedings against the Contractor that this is the case, the Contractor will remedy the infringed right at its expense and after consultation with the Client. The Contractor may not compromise the Client's interests with the method it uses to remedy the breach. All damages suffered by the Client as a result of this is for the Contractor's account.

## 10 Documentation

- 10.1 The Contractor must provide the Client with accompanying documentation on the properties, functions, operation, maintenance and potential uses of the Micro Transfer Printing tool. The Documentation must be such that it gives a correct, complete and detailed description.
- 10.2 The Client is entitled to reproduce and change the documentation, without being liable to pay a fee to the Contractor, provided that copyright and the like are retained on original copies.
- 10.3 The Contractor will ensure that the documentation provided by it is up to date, and that it will be replaced, changed or adjusted at its expense immediately or as soon as possible if at any time during the implementation of this Agreement it is evident that the documentation contains incorrect information or is otherwise incomplete, inadequate or outdated.

## 11 Prices

- 11.1** All the Contractor's obligations, as laid down in this Agreement, will be performed for an overall purchase price of €....
- 11.2 All prices and rates are fixed and exclude VAT, but are inclusive of all other costs that are related to the performance of the Agreement.

## 12 Invoicing and payment

- 12.1 Payment of the Purchase price shall occur upon the attaining of the milestone given in the table below and upon bank guaranty.

|   | Milestone                                            | Percentage of the total of the Purchase price |
|---|------------------------------------------------------|-----------------------------------------------|
| 1 | Upon ordering against bank guaranty                  | 40%                                           |
| 2 | After successfully completed Factory Acceptance Test | 20%                                           |
| 3 | After Delivery of all workflow components            | 30%                                           |
| 4 | After successfully completed Site Acceptance Test    | 10%                                           |

- 12.2 The Contractor must address and send invoices electronically, attaching a transparent financial statement, to:

Eindhoven University of Technology  
attn Invoice Processing  
Groene Loper 3  
5612 AE Eindhoven, the Netherlands

The Contracting Authority prefers to receive the invoice in XML format via the Dutch PEPPOL Authority (NPa), please check [www.peppolautoriteit.nl](http://www.peppolautoriteit.nl) for more detailed information.

It is also possible to receive the invoice in PDF format. In this case the invoice should be sent to [factuuradministratie@tue.nl](mailto:factuuradministratie@tue.nl).

In order to be able to process the invoice, it must show the order number (PO number).

- 12.3 Payment of correct invoices will take place within thirty days of the invoice date and following approval by the Client.
- 12.4 The Client may suspend payment of an invoice, or part of an invoice, concerning which there is no agreement between the Parties for the period of an investigation to be instigated by the Client. The Client will make use of this authorisation only if it has reasonable doubts concerning the accuracy of the invoice in question.
- 12.5 The Client's failure to pay an invoice within the payment term, or failure to pay an invoice on the grounds of suspected substantive inaccuracies in that invoice, does not entitle the Contractor to suspend or terminate its obligations. The Contractor is not permitted to charge interest on the amount due either. The Client must notify the Contractor of the suspension of payments.

## **13 Transfer of rights and obligations**

- 13.1 Without the Client's Written consent, the Contractor is not entitled to transfer rights and obligations pursuant to this Agreement to third parties, either partially or in full. The Client has the right to attach conditions to granting such consent.
- 13.2 If the Contractor wishes to use the services of third parties in the performance of this Agreement, it will only be authorised to do so after obtaining the Written consent of the Client. On granting consent

as referred to in this subclause, the Client has the right to attach conditions to its consent or to impose a time limit for such consent.

- 13.3 The Contractor must inform the Client in a timely manner of intended changes in the ownership situation of the business of which the Contractor forms part.

## **14 Non-attributable failure (force majeure)**

- 14.1 In as far as failure to comply with an obligation cannot be attributed to the Contractor, the Contractor will not be in default and is not liable to pay compensation for damage.
- 14.2 In the event of non-attributable failures, compliance with the obligations arising from this Agreement is suspended, partially or in full, for the duration of such shortcomings.
- 14.3 The Client must be notified in Writing of any non-attributable failure, and this must be accompanied by the necessary documentary evidence. This notification must take place immediately after the detection of the non-attributable failure.
- 14.4 A non-attributable failure does not include in any event: lack of Personnel, strikes, Personnel illness, late delivery or unsuitability of materials, breach of contract on the part of third parties engaged by the Contractor and/or liquidity or solvency problems on the part of the Contractor.
- 14.5 Non-attributable failures also do not include the failure of a third party to comply with the obligations it has undertaken towards the Contractor, or failure to do so in a timely manner, unless the Contractor shows that the failure to comply with those obligations, or the failure to do so in a timely manner, is attributable to non-attributable failures and compliance by the third party concerned.

## **15 Termination**

- 15.1 Apart from what has been provided otherwise in this Agreement, each of the Parties has the right to terminate this Agreement by means of registered post if the other Party, after receiving Written notice of default and following the expiry of the reasonable term set, continues to fail to comply with its obligations pursuant to this Agreement. If the nature and severity of the failure of a Party to comply with its obligations pursuant to this Agreement is so serious that the other Party cannot reasonably be required to maintain this Agreement, termination may take place with immediate effect, without notice of default.
- 15.2 In addition, this Agreement may be terminated with immediate effect by means of a registered letter, without requiring any demand or notice of default, if:
- a) the Contractor invokes a non-attributable failure and this non-attributable failure has lasted for more than 14 calendar days, or as soon as it is established that it will last for more than 14 calendar days;
  - b) the Contractor applies for or is granted a (provisional) suspension of payments; the bankruptcy of the Contractor is applied for or the Contractor is declared bankrupt; the business of the Contractor is liquidated; the Contractor ceases its current business; an attachment is levied against a significant part of the assets of the Contractor, or the Contractor must be deemed to be no longer able to comply with the obligations arising

- from this Agreement, which includes in any event non-compliance as a result of a takeover or merger;
- c) the Contractor is acquired by a third party or if a merger is involved, which the Client can refuse to approve on reasonable grounds;
  - d) any payment, reward, gift or any other benefit, in any shape whatsoever, is promised, offered or provided by or on behalf of the Contractor, its representative or its Personnel to employees who come under the authority of the Client or to its representatives, if the attitude of said Personnel or those representatives with respect to the formation or performance of this or another Agreement concluded or to be concluded, could be influenced;
  - e) the service provision fails to comply with the provisions of the Tendering Documents and this situation does not improve despite several (Written) warnings.
  - f) The Contractor, or its consortium partners and/or any third party/subcontractor engaged by the Contractor for more than 10% of the value of the Agreement, is, at any point during the term of the Agreement, found to be a Russian entity within the meaning of Article 5d of the Regulation (see also Article 11 of Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine).
  - g) If:
    - a. One or more exclusion grounds as stated in article 2.86 and 2.87 of the 'Aanbestedingswet 2012' is applicable to the Contractor at any moment during the term of the Agreement and/or;
    - b. The Contractor (or one of her board members) and/or a subcontractor is suspected of or convicted for a criminal offense, and/or;
    - c. Other behavior of Contractor which cause unacceptable damage to the image of the Client.

Before Client proceeds to terminate the agreement on the basis of this paragraph, Client shall respect the legitimate interests of the Contractor

- 15.3 In addition, this Agreement may be terminated with immediate effect by means of a registered letter, without requiring any demand or notice of default, if the other party ceases its business operations.
- 15.4 If the Client terminates this Agreement on the basis of subclauses 1 to 3 of this clause, the Client will be entitled to compensation for any damage caused by the termination as a result of the provisions of subclauses 1 to 3 of this clause, in which connection damage also includes costs other than those that can be attributed to transferring the activity or performing the activity itself.
- 15.5 Without prejudice to the foregoing, the Contractor has the right to terminate the Agreement by registered post if, as a result of the introduction or alteration of a mandatory statutory regulation or a regulation from a government body, professional organisation and/or supervisory body to which a Party is Micro Transfer Printing tool, the execution of the Agreement is or will be unlawful or otherwise unjust, partially or in full, or is or will be in breach of the independence or professional rules that have been or will be compulsorily imposed on the Contractor. The Contractor must apply a reasonable term in that case, unless this cannot reasonably be required of the Contractor on the grounds of the nature of the unlawful/unjust execution.

If and as far as termination occurs on the grounds of the foregoing, where the unlawful/unjust execution is attributable to an action and/or omission of the Contractor, the provisions of subclause 4 of this clause will apply accordingly.

## **16 Personnel**

- 16.1 The Contractor ensures that all of the Personnel deployed by it in the performance of the Agreement is adequately trained and has sufficient experience to carry out the activities arising from the Agreement properly.
- 16.2 The Contractor ensures that its Personnel on-site acts in accordance with the Client's reasonable rules.
- 16.3 The entire TU/e campus is smoke-free. The smoking ban applies to everyone on the campus, including the Contractor. This follows from the new Tobacco and Smoke Products Act (Article 10, paragraph 1b), in which smoking is no longer permitted on the grounds of educational establishments and sports facilities. The smoking ban applies day and night (24/7). You may therefore be held liable for any fines caused by your staff, auxiliaries or subcontractors.

## **17 Penalties**

- 17.1 If Contracts are not delivered within the agreed period and/or products do not comply with the Agreement and/or Contract, the Contractor will owe the Client an immediately due and payable penalty of €500 for each day that the shortcoming continues, up to a maximum of 10% of the value of the Contract.
- 17.2 The Client is entitled to deduct the penalty on payment of the invoice amount.

## **18 Disputes and applicable law**

- 18.1 This Agreement is governed by Dutch law.
- 18.2 Any dispute concerning the formation, interpretation or the performance of this Agreement as well as any other dispute concerning or related to the Agreement, legal or actual and without exception, will be submitted for settlement to the competent court. However, the Client and the Contractor will not submit a dispute to the courts before having made every effort to settle the dispute by agreement. Any disputes between the Parties in relation to this Agreement will be submitted solely to the competent section of the District Court of Oost-Brabant.

## **19 General**

- 19.1 The Contractor's general terms and conditions of delivery and payment or any other general or special terms and conditions expressly do not apply to this Contract and are expressly rejected in advance.
- 19.2 The Client is located in the environmental zone of Eindhoven. The Contractor must comply with the current legal guidelines regarding environmental zoning. Information about the current legislation and regulations can be found on the website of the municipality of Eindhoven.

- 19.3 Changes or further additions to this Agreement will only take effect if they have been agreed in Writing and have been signed for consent by both Parties.
- 19.4 In relation to the Micro Transfer Printing tools for which this Agreement provides no (additional) regulation, the statutory provisions of the Dutch Civil Code apply. If information regarding the Contractor's Service Provision is required in order to be able to create a level playing field with a view to a tendering procedure or request for offers procedure, the Contractor will provide this information.
- 19.5 The failure of one of the Parties to demand compliance with any provision within the term referred to in this Agreement will not prejudice the right to demand compliance as yet, unless the relevant Party has agreed explicitly to the non-compliance In Writing.

Thus agreed and signed in duplicate,

On behalf of

Client

Contractor

P.D.M. Groothuis MSc, Vice-president of the  
Executive Board  
Eindhoven University of Technology

name  
position

## **Annex 1 Request for Proposal, including Annexes and the Summaries of Additional Information and Changes published as part of the tendering procedure**

added separately, and known to and in the possession of both parties

## **Annex 2 The Contractor's Proposal**

added separately, and known to and in the possession of both parties

## **Annex 3 Handover protocol model Factory Acceptance Test (FAT)**

Relating to the handover of: the Micro Transfer Printing tool in accordance with the terms and conditions of the Agreement for the purchase of the Micro Transfer Printing tool dated [.....].

### **Supplier and**

**Eindhoven University of Technology (TU/e),**

The Undersigned,

.....,

duly representing the TU/e in this matter, hereby declares that the Micro Transfer Printing tool to be supplied under the above-mentioned Agreement (referred to in the Agreement as the Micro Transfer Printing tool ) has been tested on site of supplier, that it has been demonstrated that the system should work properly on the site of the TU/e and that the system is hereby accepted for delivery to the site of the TU/e.

\* In the event that the Micro Transfer Printing tool is taken over Micro Transfer Printing tool to reservation, this reservation must be specified on an attached annex.

[place] [dated]

For the TU/e  
Represented by:

Name.....  
Post : .....  
Signature.....

In the presence of Supplier  
Represented by:

Name : .....  
Post : .....  
Signature :.....

## **Annex 4      Handover protocol model Site Acceptance Test (SAT);**

Refers to the handover of the Micro Transfer Printing tool.

### **Supplier and TU/e:**

dated [                      ]

### **RESERVATION**

Below a specification is given of the minor defects and imperfections which are still present at the point on which the Micro Transfer Printing tool is accepted for the Site Acceptance Test; but which as the parties hereby declare do not affect the proper operation of the Micro Transfer Printing tool. declares that the defects and imperfections listed below will be remedied by at latest [date].

.....  
.....  
.....  
.....  
.....  
.....  
.....

For [supplier]

Name : .....

**Post** : .....

Signature : .....

For the TU/e:

**Name** : .....

Post : .....

Signature : .....



## Annex 5 Standard Bank guarantee.

Bank guarantee number bank guarantee: .....

The signee, name bank, registered at registered address and whose address for service is at service address, hereinafter called "the bank", hereby declares to act irrevocably and unconditionally as guarantor for a maximum of EUR [.....].  
(in words: [ ] EURO's) on behalf of Supplier,

towards the Eindhoven University of Technology, to guarantee the fulfilment of the obligation of [name supplier] towards the Eindhoven University of Technology with relation to agreement for the purchase and installation of an Micro Transfer Printing tool with reference number XXX dated [.....], 2022.

The bank therefore undertakes, at the first written request from the Eindhoven University of Technology, to comply with all obligations, all that the Eindhoven University of Technology in this matter shall claim from [supplier] taking into account the maximum amount stated above.

This bank guarantee relates to agreement XXX dated [.....], 2022.

This bank guarantee shall remain valid until the Site Acceptance Test has been accepted by the Eindhoven University of Technology.

place , date  
name bank or stamp

signature (s)  
name(s) signee(s)