EINDHOVEN
UNIVERSITY OF
TECHNOLOGY

(ANNEX 3) Draft Agreement

for the

Purchase and installation of an

“Femtosecond laser system with tunable OPA”

Eindhoven, the Netherlands
Date: ……..[2026]
Ref: PCM2026-……..

The undersigned:

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

having its principal place of business in Eindhoven and having its registered office

at Groene Loper 3, 5612 AE in Eindhoven.

duly represented in this matter by:

[name], [function]

and

B. **[name Supplier]**

having its principal place of business in [city] and having its registered office
at [address]

duly represented in this matter by:

[name], [function]

state that they have agreed as follows:

1. Definitions

In this agreement, the following terms are used with an initial capital letter. These terms have the following meanings:

1.1 ***Acceptance***: The approval of the “Femtosecond laser system with tunable OPA” as referred to in article 7 of this agreement.

1.2 ***Annexes***: Appendices to this agreement which form part of this agreement. The terms and conditions referred to in this agreement are stated in this agreement and in the **Annexes.**

1.3 ***Delivery***: The supply of the “Femtosecond laser system with tunable OPA” to the location of the TU/e.

1.4 ***Defect***: The failure the “Femtosecond laser system with tunable OPA” to comply or comply fully with the agreed specifications as included in **Annex I and II** of this agreement, or any other failure of the “Femtosecond laser system with tunable OPA” is function properly.

1.5 ***Documentation***: The Documentation relating to the “Femtosecond laser system with tunable OPA” to be supplied by the supplier to the TU/e.

1.6 ***Equipment***: The Equipment and other peripherals to be delivered by the supplier under this agreement, inclusive of the associated Materials and Documentation.

1.7 ***Installation:*** Installing the “Femtosecond laser system with tunable OPA” in such a way that the system functions in accordance with the agreed specifications.

1.8 ***License***: The entitlement of the TU/e to use the Software in accordance with the stipulations of this agreement.

1.9 ***Materials/Components***: The resources required for the use, Acceptance, Installation, implementation and modification of the “Femtosecond laser system with tunable OPA” not including tools and test materials.

1.10 ***Purchase Price***: The payment to be paid by the TU/e to the supplier under this agreement for the “Femtosecond laser system with tunable OPA” together with the work and services to be performed in consequence of this agreement.

1.11 ***Site Acceptance Test*** (SAT): The test (or test process) which will demonstrate that under normal operational conditions the “Femtosecond laser system with tunable OPA” 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 October 30th, 2026 with reference: PCM2026-10216RfP.

1.12 ***Turnkey Setup***: The operation of the “Femtosecond laser system with tunable OPA” in such a way that after its Acceptance it is fully available and operational to the satisfaction of the TU/e, to the

effect that the technical and functional qualities of the “Femtosecond laser system with tunable OPA” are such that the agreed facilities can be achieved and can be used in full.

1.13 ***Wafer Level Reliability Tool:*** The Equipment, software, Materials/Components, necessary wiring and Documentation referred to in this agreement and his **Annexes**.

1.14 ***Working Days***: Calendar days during business hours (8.00 -17.00 hours), excluding weekends and public holidays, on which the agreed work is to be carried out.

2. Subject of this Agreement

2.1 Supplier hereby sells to the TU/e and the TU/e hereby purchases from supplier the “Femtosecond laser system with tunable OPA” as specified in **Annex I and II** of this agreement**.**

2.2 Supplier shall deliver the “Femtosecond laser system with tunable OPA” to the TU/e and arrange for the Installation, implementation and a successful Site Acceptance Test of the systems in accordance with the terms and conditions of this agreement and its associated **Annexes**.

2.3 The Turnkey Setup coincides with the signing of the handover protocol as referred to in article 7 of this agreement.

2.4 In addition, the training of personnel from the TU/e in the management and use of the “Femtosecond laser system with tunable OPA” is also included as scope of the delivery.

2.5 The following annexes form an integral part of this agreement:

Annex I Request for Proposal dated October 30th, 2026 with reference: PCM2026-10216RfP;

Annex II Tender of [name supplier] dated [……..] ,2026 with reference: […….];

Annex III Handover protocol model Site Acceptance Test (SAT);

Annex IV Standard Bank Guarantee.

In case of contradictions between this agreement and the **Annexes**, this agreement prevails. Furthermore, the above mentioned ranking is applicable, where an **Annex** with a lower number prevails over an **Annex** with a higher number.

2.6 Each of the Parties will designate (a) contact(s), who will be in charge of the communication relating to the contract.

The TU/e contact will be: [name], [function].

Supplier contact will be: [name], [function].

2.7 Both parties will arrange for a suitable replacement in the case of emergencies (e.g. illness). The supplier may only involve its personnel or third parties in the performance of this agreement after express consent has been given by the TU/e.

3. Delivery Location

3.1 The Delivery Location of the “Femtosecond laser system with tunable OPA” is;

Eindhoven University of Technology

FLUX Building

EINDHOVEN

The Netherlands

3.2 If at any time supplier becomes aware that the environment referred to does not meet or no longer meets the requirements set by the supplier or if it is foreseeable that this will be the case, supplier is obliged to warn the TU/e immediately in writing, and also to make provision – at the request of the TU/e and for their account – to remedy this unsatisfactory situation.

3.3 The TU/e guarantees that the location where the “Femtosecond laser system with tunable OPA” will be placed meets the requirements for the “Femtosecond laser system with tunable OPA”

4 Software

4.1 On delivery as referred to in article 5 of this agreement the TU/e will receive from supplier a nonexclusive, non-transferable right of use for an unlimited time to the Software, including the associated Documentation and Materials, in return for the payment referred in article 9 of this agreement. The Licence(s) cannot be cancelled by supplier. Further, the right of use is not tied to any location.

4.2 The TU/e is entitled to copy the Software provided and the associated documentation for back-up purposes. References to property rights and copyrights may not be removed in this process.

4.3 If software has been lost or in the opinion of the TU/e is or has become faulty or unreliable, supplier will on first request make replacement software available to the TU/e in return for the cost of data media for up to ten years from the date of delivery referred to in article 5.2 of this agreement.

4.4 Supplier is responsible for the Implementation of the software.

4.5 Software updates for a period of five (5) years free of charge.

5 Delivery, Installation and Implementation

5.1 Supplier will deliver the ” “Femtosecond laser system with tunable OPA” “Delivered Duty Paid” (Incoterms 2020) to the TU/e and install and implement it at the Delivery Location, excluding taxes.

5.2 The by both parties agreed delivery time of the “Femtosecond laser system with tunable OPA” is latest: [……].

5.3 If Supplier does not deliver the “Femtosecond laser system with tunable OPA” in the time that is mentioned in article 5.2 of this contract TU/e is entitled to charge supplier penalty of € 1.000,-- excluding VAT for every day the agreed delivery time is exceeded with a maximum of € 50.000,-- excluding VAT.

5.4 Immediately on Delivery the TU/e will sign the receipt of the freight forwarder.

5.5 After delivery of the “Femtosecond laser system with tunable OPA” Supplier will begin with the Installation in a time that both parties mutually are agreed of the “Femtosecond laser system with tunable OPA”

5.6 As soon as the Installation and a function test have been completed in the opinion of both parties, a Site Acceptance Test will be done.

6 Factory Acceptance Test

Not applicable.

7 Site Acceptance Test

7.1 The Site Acceptance Test will be carried out by both the supplier and the TU/e on site of the TU/e. In this Acceptance Test is demonstrated that the “Femtosecond laser system with tunable OPA” works properly on the site of the TU/e according to the description of the Site Acceptance Test in the Request for Proposal, (**Annex 1)** dated October 30th, 2026 with reference: PCM2026-10216RfP;

7.2 During the Site Acceptance Test, checks will be made that the “Femtosecond laser system with tunable OPA” functions properly; the TU/e will test the system(s) under normal operational conditions.

7.3 Once the Site Acceptance Test has been completed successfully and the “Femtosecond laser system with tunable OPA” has been proven fully operational, the system will be accepted by the TU/e; this will be effected by both supplier and the TU/e signing the handover protocol laid out in **Annex III** of this agreement**.**

7.4 If a successful completion of the Site Acceptance Test cannot be achieved, the TU/e will have the right either to refuse the “Femtosecond laser system with tunable OPA” without any cost or to determine in consultation with supplier the further procedure to be followed.

8 Purchase Price

8.1 The Purchase Price for the “Femtosecond laser system with tunable OPA” Including all costs, is as follows:

[……] excluding VAT.

8.2 The Purchase Price is inclusive all costs, such as design, fabrication, delivery, installation, SAT-test, guarantees, two year preventive maintenance, collaboration, any additional costs for traveling and accommodation for tenderer and training and education of employees of TU/e and guarantees as well as all costs in order to meet the mandatory requirements as mentioned in chapter 6 of the Request for Proposal, dated October 30th, 2026 with reference: PCM2026-10216RfP. **(Annex 1).**

8.3 The prices and rates agreed in this agreement, including the **Annexes**, are fixed.

9 Payment

9.1 Supplier will charge the Purchase Prices referred to in article 8 of this agreement to the TU/e.

For the “Femtosecond laser system with tunable OPA” separate invoicing is in three installments:

- Upon ordering against bank guaranty: 20% of the Purchase Price;

- After successful Delivery of the “Femtosecond laser system with tunable OPA”: 60% of the Purchase Price;

- When the completed installation, Site Acceptance Test has been completed successfully and **Annex III** has been signed by both parties: 20% of the Purchase Price;

9.2 The TU/e will pay the amounts owed by it under this agreement to supplier within 30 days of receipt and approval of the relevant invoice.

10 Warranty

10.1 Supplier guarantees that for [..] months after the successful Site Acceptance Test;

- the “Femtosecond laser system with tunable OPA” will comply with the agreed properties, specifications and functionality in accordance with the stipulations in **Annex I** of this agreement and also with the functionality, specifications and characteristics of the “Femtosecond laser system with tunable OPA” as published by supplier or notified to the TU/e in writing;

- the system is free of design, manufacturing or material defects.

10.2 Supplier further guarantees that for a period of at least ten years after Acceptance it will be possible to supply parts and components or equivalent interchangeable, functionally equivalent equipment and system software for the “Femtosecond laser system with tunable OPA” at appropriate market terms and rates, to be further agreed at the time.

10.3 During the guarantee period referred to in article 10.1 of this agreement, the services will be provided continuously by supplier, on Working days. For this purpose, supplier will have free access to the “Femtosecond laser system with tunable OPA”, subject to the internal regulations of the TU/e.

10.4 Supplier undertakes that within eight business hours of receiving a written or telephone report of the Defects it will take the measures, which will result in these being remedied in the shortest possible time.

11 Liability

11.1 Should supplier fail to comply with one or more of its obligations under this agreement, the TU/e shall give notice of default, unless compliance with the obligations concerned was already permanently impossible, in which case the party in breach shall be immediately in default. The notice of default shall be given in writing with the supplier granted a reasonable further period to meet its obligations. This period shall apply as a deadline.

11.2 Notwithstanding anything stated to the contrary in this Agreement, neither Party shall be liable for any commercial losses, loss of revenues or profits, liquidated damages, loss of good will, inconvenience, or exemplary, special, incidental, indirect, consequential or punitive damages whatsoever, regardless of the form of any claim whether in contract or tort, whether from breach of this Agreement, or defective goods or services, even if such Party has been advised or should be aware of the possibility of such damage. Each Parties liability for loss or damages shall not exceed the purchase price of this Agreement.

12. Patent Rights and Royalties

12.1 Supplier shall fully indemnify the TU/e against all claims and proceedings for or on account of infringement of any letters patent, registered design, copyright, trademark or trade name or industrial property right protected at the date of the agreement in the world, arising by reason of the construction of the “Femtosecond laser system with tunable OPA” or by the use of the “Femtosecond laser system with tunable OPA” supplied by supplier.

13. Confidentiality

13.1 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.

13.2 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

13.3 The Contractor will not announce this Agreement in external publications or advertisements without the Client's prior Written consent.

14. Instruction

14.1 Supplier will train and instruct the TU/e. The training and instruction will be performed during the supervision of the execution of the installation and putting into operation of the "Femtosecond laser system with tunable OPA".

14.2 On request of the TU/e supplier will train and assist the qualified technicians for the daily maintenance of the systems during the supervision of the execution and after the installation.

14.3 Supplier will be responsible that qualified engineers will be present at all times training and instructions are given according to the agreed schedule.

15. Documentation

15.1 Supplier shall provide the TU/e with sufficient Documentation on the properties and use options of the "Femtosecond laser system with tunable OPA", including those of its component parts. The Documentation must be such that it gives a full, complete and detailed description of the "Femtosecond laser system with tunable OPA", including the associated Equipment and Software and their functions.

15.2 Supplier shall ensure that the Documentation supplied by it is replaced, changed or amended as quickly as possible at its expense if it should appear at any time during the use of the systems by the TU/e that the Documentation contains incorrect information or is otherwise incomplete, inadequate or outdated.

16. Contracting work out to third parties

16.1 Supplier will require the TU/e prior permission in writing in order to contract services out to third parties. The TU/e may impose terms and conditions upon it's approval; it may not however withhold its permission on unreasonable grounds.

17. Force majeure

17.1 The supplier shall not be considered in default in the performance of its respective obligations if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood or by any law, order, proclamation, regulation (such as import restrictions) or ordinance of any act of God or any similar cause beyond the reasonable control

of the supplier, hereinafter referred to as “force majeure”. If the supplier is prevented from fulfilling its contractual obligation by force majeure, the parties shall consult with each other regarding the compliance with and implementation of this contract.

18. Termination of the contract

18.1 If the supplier is in default under this agreement on account of the failure to perform or observe any obligation on its part under this agreement, the TU/e may by notice in writing to the supplier, terminate this agreement in whole or in part without prejudice to any right of action or remedy that has accrued or that may accrue in favor of either party.

18.2 Where the default is capable of being remedied, the TU/e shall not exercise its rights of termination unless it has first given to the supplier notice in writing specifying the default and requiring the supplier to remedy it within the time (being not less than 5 (five) Working days) specified in the notice and the default is not remedied within the time allowed.

18.3 If the supplier:

(a) goes into liquidation or a receiver or receiver and manager or mortgagee’s or charge’s agent is appointed; or

(b) becomes bankrupt or enters into a scheme of arrangements with creditors, the TU/e may, by notice in writing, terminate this agreement without prejudice to any right of action or remedy that has accrued or that may accrue in favor to either party.

19. Applicable Law and Disputes

19.1 The contracts between the parties are governed by Dutch law.

19.2 In case of proceedings, these will always take place at the District Court of Oost-Brabant, located at ‘s-Hertogenbosch.

Digital signed by:

Eindhoven University of Technology (TU/e),	**[name supplier]**
[name]	[name]
[function]	[function]

INDEX OF ANNEXES

(to the agreement for the purchase of an “Femtosecond laser system with tunable OPA”).

Annex I Request for Proposal dated October 30th, 2026 with reference: PCM2026-10216RfP;

Annex II Tender of contractor, dated […….], 2026, with reference: […….];

Annex III Handover protocol model Site Acceptance Test (SAT);

Annex IV Standard of Bank Guarantee.

In case of contradictions between this agreement and the Annexes, the agreement prevails. Furthermore, the above mentioned ranking is applicable, where an Annex with a lower number prevails over an Annex with a higher number.

ANNEX I

Request for Proposal, “Femtosecond laser system with tunable OPA”, dated October 30th, 2026 with reference: PCM2026-10216RfP.

ANNEX II

Tender of contractor dated [……] ,2026, with reference: [……].

ANNEX III

HANDOVER PROTOCOL SITE ACCEPTANCE TEST

Relating to the handover technical of the “Femtosecond laser system with tunable OPA” in accordance with the terms and conditions of the agreement for the purchase of an “Femtosecond laser system with tunable OPA”

dated […….].

[name supplier] and

The TU/e:

The Undersigned,

.....,

duly representing the TU/e in this matter, hereby declares that the “Femtosecond laser system with tunable OPA” supplied under the above-mentioned agreement has been proven to operate technically, that it has been demonstrated that the system works properly and that the system is hereby accepted for the Site Acceptance Test over without reservation/subject to reservations.

* In the event that the “Femtosecond laser system with tunable OPA” is accepted subject to reservation, this reservation must be specified on an attached annex.

Eindhoven, (date) .....For the TU/e

Represented by: Name…….

Post : .....

Signature……

In the presence of [supplier]

Represented by: Name : .....

Post : .....

Signature :……..

Annex to HANDOVER PROTOCOL SITE ACCEPTANCE TEST

Refers to the handover of the “Femtosecond laser system with tunable OPA”

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 “Femtosecond laser system with tunable OPA” is accepted for the Site Acceptance Test; but which as the parties hereby declare do not affect the proper operation of the “Femtosecond laser system with tunable OPA”.

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 V

Standard of 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 ”Femtosecond laser system with tunable OPA” with reference number PCM2026……, dated [……], 202.

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 PCM2026-……. dated […….], 2026.

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)