

MEMORANDUM OF INFORMATION

Number	Question	Answer
1	We ask ARCNL to provide a clarification on the list of documents to be submitted as tender. According to our understanding our offer shall consist of a filled out "Appendix D: Price" of the Descriptive Document. Is there any requirement to submit a detailed description of the offered products or data sheets?	No in the tender documents is no requirement for detailed description. But for the information of ARCNL we want a for information a detailed description of the offered products.
2	It is not clear when to submit Appendix E of the Descriptive Document. We would like to submit a payment schedule by installments as described in Article 17.1 of the Draft Contract. Is it possible to submit such schedule as additional document together with the tender?	Yes, that is possible
3	We report the following errors in the Descriptive Document: Art. 3.11.1 refers to Appendix C and non-existent chapter 1.2.7 Art. 3.13.1 refers to the wrong article 4.2 Art. 4.1.1 Step 3 refers to incorrect appendices D and E. Art. 4.3 refers to the wrong appendix F.	Chapter 1.2.7 is non existent and we will delete this error Article 4.2 should be article 3.2 Appendices D and E should be Appendix F Article 4.3 should refer to Appendix D
4	We report the following errors in the Draft Contract: Art. 17.4 refers to the wrong Appendix. Articles 20.2, 20.3 and 20.4 refer to wrong articles	Article 17.4 should refer to Appendix 6 Article 20.2 20.3 and 20.4 must refer to article 21.
5	Article 6.3 "The Acceptance Test shall be initiated for the benefit of the acceptance of the	The change will be accepted

	<p>Laser within 60 days after scheduled delivery date or fulfillment of the laboratory conditions (see Article 4.3), whichever occurs later. During the Acceptance Test, the Laser shall be tested on its functioning as required, in other words, that each phase of the acceptance criteria approved by Principal is satisfied.”</p>	
6	<p>We request that Article 6.5 be removed from the Contract</p>	<p>We will not remove this article</p>
7	<p>We request that Article 6.11 be removed from the Contract.</p>	<p>We will remove this article</p>
8	<p>Article 6.6 “Property of the Laser are transferred to Principal at the moment of full payment of the purchase price as defined in Appendix 3.”</p>	<p>We will adjust the contract conform this text proposal.</p>
9	<p>Article 6.7 “After acceptance, as indicated in Article 6.4, starts the warranty period as defined in chapter 7 “Requirements” of the Descriptive Document (Appendix 2) or the section 7.15 of Model 1 of the pre-qualification form (Appendix 3), whichever is longer. “</p>	<p>We will adjust the contract conform this text proposal.</p>
10	<p>Article 6.8 “Should it be demonstrated that the Laser does not (fully) meet the agreed functionality, specifications and characteristics, Contractor shall provide the adjustment to the Laser, free of charge for Principal. This adjustment shall be done in such a way that the possibilities of the Laser are not affected and shall take place in consultation between Principal and Contractor. None of this shall</p>	<p>We will adjust the contract conform this text proposal.</p>

	<p>result in expenses for Principal. This excludes such alignments which are necessary in the ordinary course of the operation and are explained during the training of the customer or described in the operating manuals. Remote service via e.g. video-conferencing is performed with the agreement and support of the trained customer. “</p>	
11	<p>Article 6.10 “Notwithstanding the agreed final date, as indicated in Article 6.5, for the transfer of the Laser, through circumstances imputable to Contractor that are not considered force majeure, empowers Principal to impose a fine. The fine amounts to 2,5% of the Purchase price, increased by sales tax, of the Laser for each calendar month by which the transfer of a Laser is delayed calculated pro rata per day of delay, up to a maximum of 5% of the purchase price. The right to impose the said fine does not prejudice Principal's rights in case of shortcoming by Contractor.”</p>	<p>We will adjust the contract conform this text proposal.</p>
12	<p>Article 20.1 “The Contractor shall inform the Principal in writing without delay, at least within 1 (one) week after this is made known to the Contractor, of any changes taking place with regard to the legal status and / or control structure of the Contractor's business following from liquidation.”</p>	<p>We will adjust the contract conform this text proposal.</p>
13	<p>Appendix 6: The FORM BANK GUARANTEE suggested by ARCNL does not suit well the intended use as prepayment bank guarantee. We propose the attached “anzahlung_engl.pdf” template</p>	<p>We will adjust the contract conform this text proposal.</p>

	instead.	
14	We kindly propose the following additions to the Draft Contract (Appendix D): Article 4.3 “The Principal is obliged to provide laboratory conditions and space as (i) generally required for an ultrafast amplifier system and (ii) in particular defined in the quotation by the Contractor (Appendix 3) as of the time of the scheduled delivery date.”	We will adjust the contract conform this text proposal.
15	Article 5.4 “Article 5.3 shall not apply to packaging for components where return shipment to the factory for warranty repair might be required. Principal is obligated to keep available such packaging during the entire duration of the warranty.”	We will adjust the contract conform this text proposal.
16	Article 7.4 “If a product delivered does not comply with the Agreement, the FOM Foundation is entitled to repair or replacement of the product delivered. A warranty period of 12 months shall apply to repair work and replaced components after repair or replacement has been completed. Even when the FOM Foundation has moved products outside of the Netherlands, the costs of repair or replacement shall be for the account of the Supplier.”	We will adjust the contract conform this text proposal.
17	Article 17.6 “In case the delivery is delayed on the Principal’s initiative by more than 60 days after the scheduled delivery date, the Contractor is entitled to submit the invoices for the relevant installments and Principal agrees to pay all remaining relevant installments.”	We will adjust the contract conform this text proposal.

18	Article 26.2 "It is agreed that Article 13 of the General Conditions of Purchase and Payment of the Foundation for Fundamental Research on Matter will not apply."	We will adjust the contract conform this text proposal.