

**Quotation****No. 22314148**

Version 1

**Quote Date: 04/19/2024**

Sold-To-Party  
 UNIVERSITY OF NORTH FLORIDA  
 GREGORY WURTZ  
 1 UNF DRIVE  
 JACKSONVILLE FL 32224-7699

Quoted To  
 University of North Florida  
 Department of Chemistry  
 1 UNF Dr  
 Jacksonville FL 32224

Telephone : +1 904-620-1168  
 Email : G.WURTZ@UNF.EDU

Information			
Your customer no.	1140387	Contact person	Jianjun Yao
Your reference no./Date		Telephone	
Valid until	10/15/2024	Email	jianjun.yao@bruker.com
Delivery time	12-18 Weeks ARO	End User	University of North Florida
Incoterms	FCA US PORT OF ENTRY		Department of Chemistry
Payment terms	See below		

Item	Material/Description	Quantity	Unit price USD	Amount USD
	<b>****Bruker Nano, Inc. Payment Terms are 30% at order (due immediately upon receipt of Invoice Request), 60% at delivery and 10% upon installation Net40 Days.</b>			
	<b>** PURCHASE ORDER INFORMATION: **</b> Please make your PO out to the below Bruker Nano address: Bruker Nano, Inc. 112 Robin Hill Road Santa Barbara, CA 93117-3170			
	<b>** ORDER PLACEMENT: **</b> Please send purchase order to: EMAIL: SBOOrders@Bruker.com FAX: (805) 696-6347			
10	MULTIMODE5-SYS MULTIMODE SPM SYSTEM	1 EA		
	<i>Configured as follows:</i>			

Bruker Nano Inc  
 112 Robin Hill Road  
 Santa Barbara, CA 93117  
 805-967-1400, 805-696-6347 fax

Remit Payments to: Bruker Nano Inc. Lockbox P.O. Box 536516, Pittsburgh, PA 15253-5907  
 Wire Transfers: Citizens Bank, 1 Citizens Drive, Riverside, RI 02940; Account #: 1315932315; ABA#: 011500120  
 EFT/ACH Transfers: Account #: 1315932315; ABA#: 211070175, International Wire Transfers: S.W.I.F.T. code CTZIUS33; Account #1315932315 Bruker Nano, Inc.  
 EIN/TIN#: 86-0443684; Bruker Nano, Inc. - VAT ID - DE 262741445 D & B: 08-074-5284

IT IS REQUIRED TO REFERENCE INVOICE NUMBER WHEN PAYMENT IS MADE, Please send remittance advice to:  
 ar.remit@bruker.com



Item	Material/Description	Quantity	Unit price USD	Amount USD
<b>CONFIGURED SYSTEM:</b>				
	<b>MULTIMODE-8HR-AM - MULTIMODE 8HR APP MOD SYS PKG</b>		159,500.00	159,500.00
	<p><b>MultiMode 8HR SPM with Applications Module-ready Head System Package</b></p> <p><b>- MultiMode 8 Scanning Probe Microscope with Application Module-ready Optical Head</b> performs all major SPM imaging techniques including PeakForce Tapping, ScanAsyst, TappingMode (air), lateral force, magnetic force, surface potential microscopy, electric force microscopy and contact and non-contact atomic force, without additional hardware. Some modes may require additional probes or samples. Force modulation (air and fluid), TappingMode (fluid), scanning tunneling, electrochemical AFM, electrochemical STM, and PeakForce QNM, PeakForce electrical modes, etc., operating modes are available with additional accessories. On axis tip view head, 2mm x 2mm range sample stage accepts samples up to 15mm diameter and 6mm thick.</p> <p><b>- NanoScope 6 SPM Control Station with V10.0 or later NanoScope Software and Windows 10 Operating System</b>, our most advanced controller. Includes our proprietary PeakForce Tapping and ScanAsyst Modes, using exclusive PeakForce Tapping technology, now with new variable PeakForce Tapping frequency and high-speed sampling. The NanoScope 6 controller includes eleven ADCs (three high speed); thirteen DACs (five high speed), four digital lines (two in, two out), three digital lock-ins, eight simultaneous data channels, digital Q control, fourteen software configurable BNC I/O signal connections, Virtual Signal Access, and more. It offers the highest resolution (up to 5k x 5k) and fastest interfaces available with a newly designed graphical user interface rendering more efficiency and easier to use in all modes supported. Also includes computer with Intel iCore i7 8700 processor and one 30-inch LCD monitor (100-240V, 50/60Hz, auto switching controller).</p> <p>- Includes the powerful <b>NanoScope Analysis Software Package</b> to support image analysis in real-time with linked communication to NanoScope and NanoDrive software v9.x and later. Features include image processing and analysis history with Undo/Redo functions, a save your work process function, 3D rendering and skin overlay, section, Fourier and bearing analysis, image math, data filtering, force curve analysis, and many rendering options for report formatting. Compatible with all Bruker data file versions.</p> <p>- TRmode Cantilever Holder, probe handling tools, sample pucks, Electric Field Cantilever Holder (Model MMEFCH), MFM Starter Kit (Model MMMFM-START), and probes: 20 probes for PeakForce Tapping in air (Model SCANASYST-AIR-HPI), 20 probes for PeakForce Tapping in fluid (Models SCANASYST-FLUID, SCANASYST-FLUID+), 20 Silicon Nitride probes (Model SNL-10), and 20 metal coated probes (Models MESP-V2 and SCM-PIT-V2).</p> <p>- 37-pin adapter accessory (Model 37PA) for use with the NanoScope 6 Control Station.</p> <p>- Includes Model OMV-UNIV Video Only Optical Microscope, through which the tip-sample position may be observed through the NanoScope software interface via a USB camera.</p> <p>- Includes Operation Manuals in HTML format on computer delivered with system. No hardcopy manuals will be provided.</p> <p>- CE compliant</p> <p>- <b>REQUIRES</b> an AFM scanner that must be purchased separately. Model AS-12VLR-2 scanner (or "EV" scanner) is recommended for performing optional PeakForce QNM at the highest (4 kHz) rates.</p>			

Bruker Nano Inc  
112 Robin Hill Road  
Santa Barbara, CA 93117  
805-967-1400, 805-696-6347 fax

Remit Payments to: Bruker Nano Inc. Lockbox P.O. Box 536516, Pittsburgh, PA 15253-5907  
Wire Transfers: Citizens Bank, 1 Citizens Drive, Riverside, RI 02940; Account #: 1315932315; ABA#: 011500120  
EFT/ACH Transfers: Account #: 1315932315; ABA#: 211070175, International Wire Transfers: S.W.I.F.T. code CTZIUS33; Account #1315932315 Bruker Nano, Inc.  
EIN/TIN#: 86-0443684; Bruker Nano, Inc. - VAT ID - DE 262741445 D & B: 08-074-5284

IT IS REQUIRED TO REFERENCE INVOICE NUMBER WHEN PAYMENT IS MADE, Please send remittance advice to: ar.remit@bruker.com



Item	Material/Description	Quantity	Unit price USD	Amount USD
	<p>- <b>REQUIRES</b> three days installation/ training (Model ITCS3) which must be purchased separately</p> <p>- <b>NOTE:</b> Use of Model VT-102-2 vibration isolation table or Model VT-50 or TRVI vibration isolation platform is <b>strongly recommended</b>.</p> <p><b>HEAD (SELECT ONE):</b></p> <p><b>MM-AM-HEAD - MULTIMODE SPM APP MOD HEAD</b></p> <p><b>MultiMode SPM Head - Application Module Ready</b></p> <p><b>MONITOR OPTION (SELECT ONE):</b></p> <p><b>MM-SINGLE - FACTORY-SUPPLIED MONITOR INCL</b></p> <p><b>Factory-supplied Monitor</b></p> <p>- One 30-inch LCD color monitor, 2560x1600, 50/60Hz refresh rate, auto switching</p> <p><b>SCANNERS (SELECT ANY):</b></p> <p><b>AS-12VLR-2 - LEAK RESIST MM SCAN 10X10UM</b> 8,750.00 8,750.00</p> <p><b>10 x 10-micron Vertical Engage Leak Resistant AFM Scanner</b></p> <p>- 10-micron x 10-micron scan size; 2.5-micron vertical range</p> <p>- Includes single-tube piezoelectric tube scanner with three-point support for microscope head</p> <p>- Scan sizes listed are nominal maxima for piezo drives of <math>\pm 220V</math> (standard on all NanoScope models)</p> <p>- Includes calibration rulings</p> <p>- Designed for vertical motion, eliminating tilt and lateral movement of the cantilever during engage. Fully motorized and requires no manual adjustments.</p> <p>- Offers increased resistance against damage caused by fluid</p> <p>- Includes a 4-year warranty covering damage caused by fluid during normal use</p> <p><b>AS-130VLR-2 - LEAK RESIST MM SCAN 125X125</b> 11,650.00 11,650.00</p> <p><b>125 x 125-micron Vertical Engage Leak Resistant AFM Scanner</b></p> <p>- 125-micron x 125-micron scan size; 5.0-micron vertical range</p> <p>- Includes single-tube piezoelectric tube scanner with three-point support for microscope head</p> <p>- Includes calibration rulings</p> <p>- Scan sizes listed are nominal maxima for piezo drives of <math>\pm 220V</math> (standard on all NanoScope models)</p> <p>- Designed for vertical motion, eliminating tilt and lateral movement of the cantilever during engage. Fully motorized and requires no manual adjustments</p> <p>- Offers increased resistance against damage caused by fluid</p> <p>- Includes a 4-year warranty covering damage caused by fluid during normal use</p> <p><b>APPLICATION MODULES:</b></p> <p><b>MM8-PFTUNA - MM8 PEAKFORCE TUNA</b> 41,900.00 41,900.00</p>			

Bruker Nano Inc  
112 Robin Hill Road  
Santa Barbara, CA 93117  
805-967-1400, 805-696-6347 fax

Remit Payments to: Bruker Nano Inc. Lockbox P.O. Box 536516, Pittsburgh, PA 15253-5907  
Wire Transfers: Citizens Bank, 1 Citizens Drive, Riverside, RI 02940; Account #: 1315932315; ABA#: 011500120  
EFT/ACH Transfers: Account #: 1315932315; ABA#: 211070175, International Wire Transfers: S.W.I.F.T. code CTZIUS33; Account #1315932315 Bruker Nano, Inc.  
EIN/TIN#: 86-0443684; Bruker Nano, Inc. - VAT ID - DE 262741445 D & B: 08-074-5284

IT IS REQUIRED TO REFERENCE INVOICE NUMBER WHEN PAYMENT IS MADE, Please send remittance advice to:  
ar.remit@bruker.com



Item	Material/Description	Quantity	Unit price USD	Amount USD
	<p><b>PeakForce TUNA Application Module for MultiMode8</b></p> <ul style="list-style-type: none"> <li>- High bandwidth, high gain, low noise module with user selectable gain settings that enables exclusive PeakForce TUNA mode</li> <li>- Also enables TUNA, TR-TUNA, and CAFM</li> <li>- Includes complete content of MM-PFQNM package</li> </ul> <p><b>PeakForce TUNA Mode</b></p> <ul style="list-style-type: none"> <li>- Measures ultra-low currents between probe tip and sample as probe is scanned over the sample.</li> <li>- Operates in PeakForce Tapping mode with direct force control and minimal lateral forces. Thus avoids the artifacts stemming from probe and sample damage and retains highest spatial resolution. This enables use on soft, fragile, or loosely bound samples that are likely to be damaged by contact mode.</li> </ul> <p>Measures both, peak current and cycle averaged current.</p> <ul style="list-style-type: none"> <li>- Includes Bruker's proprietary ScanAsyst automated scan optimization.</li> <li>- Includes Bruker's proprietary PeakForce QNM for directly correlated nanomechanical information. PeakForce QNM allows quantitative mapping of nano-mechanical properties including elastic modulus, adhesion, deformation, and dissipation, while simultaneously imaging sample topography at high resolution.</li> </ul> <p>Includes 6 gain settings ranging from 100nA/V to 20pA/V. Achieves &gt;10kHz bandwidth for peak current detection at highest amplifier gain setting, which at the same time provides sub-100fA noise level in the cycle averaged current under imaging conditions.</p> <ul style="list-style-type: none"> <li>- A bias of mV to 10V can be applied.</li> </ul> <p><b>TUNA Mode</b></p> <ul style="list-style-type: none"> <li>- Measures ultra-low currents between the probe tip and a sample (typically covered with a thin dielectric film) as the probe is scanned over the sample</li> <li>- Images variations in quality/integrity of thin dielectric films by measuring the tunneling current, including variations in film thickness, location of electrical defects, and other characteristics</li> <li>- Current is measured using an ultra-low current amplifier with 3 gain settings ranging from 1nA/V to 20pA/V. Provides typical noise level below 100fA at highest gain under imaging bandwidth.</li> <li>- A bias of mV to 10V can be applied</li> </ul> <p><b>TR TUNA Mode</b></p> <ul style="list-style-type: none"> <li>- TR TUNA uses torsional resonance feedback. This reduces both vertical and lateral forces on samples, which enables TR TUNA to be used on soft samples otherwise likely to be damaged by contact mode (e.g., polymers) or on loosely bound samples likely to be disrupted by contact mode (e.g., nanowires).</li> <li>- Current is measured using an ultra-low current amplifier 3 gain settings ranging from 1nA/V to 20pA/V. Provides typical noise level below 100fA at highest gain under imaging bandwidth.</li> </ul> <p><b>CAFM Mode</b></p> <ul style="list-style-type: none"> <li>- Measures low-level currents between the probe tip and a sample as the probe is scanned over the sample</li> <li>- Images variations in conductivity and quality/integrity of conductive samples by measuring the current. CAFM is used for measuring variations in film thickness, location of electrical defects, and other characteristics.</li> <li>- Current is measured using a low current amplifier with 3 gain settings ranging from 100nA/V to</li> </ul>			

Bruker Nano Inc  
112 Robin Hill Road  
Santa Barbara, CA 93117  
805-967-1400, 805-696-6347 fax

Remit Payments to: Bruker Nano Inc. Lockbox P.O. Box 536516, Pittsburgh, PA 15253-5907  
Wire Transfers: Citizens Bank, 1 Citizens Drive, Riverside, RI 02940; Account #: 1315932315; ABA#: 011500120  
EFT/ACH Transfers: Account #: 1315932315; ABA#: 211070175, International Wire Transfers: S.W.I.F.T. code CTZIUS33; Account #1315932315 Bruker Nano, Inc.  
EIN/TIN#: 86-0443684; Bruker Nano, Inc. - VAT ID - DE 262741445 D & B: 08-074-5284

IT IS REQUIRED TO REFERENCE INVOICE NUMBER WHEN PAYMENT IS MADE, Please send remittance advice to:  
ar.remit@bruker.com



Item	Material/Description	Quantity	Unit price USD	Amount USD
	<p>2nA/V.</p> <ul style="list-style-type: none"> <li>- A bias of mV to 10V can be applied</li> </ul> <p><b>Additional Information</b></p> <ul style="list-style-type: none"> <li>- Package includes Application Module, software, cantilever holder, one 10-pack of PFTUNA probes and complete content of MM-PFQNM package</li> <li>- Includes one additional day of remote training (ITCS1-RMT) when purchased with new system</li> <li>- If purchased separately, customer must also purchase one day onsite installation/application training (Model ITCS1-SRV) or one day remote installation/application training (Model ITCS1-RMT)</li> <li>- CE compliant</li> <li>- <b>REQUIRES</b> a MultiMode8 SPM with application module ready optical head and NanoScope V8.15 or later software.</li> <li>- <b>NOTE:</b> An acoustic/vibration isolation system is <b>strongly recommended</b></li> </ul>			
	<b>CONTROLLER OPTIONS:</b>			
	<p><b>SBOB3 - COMBINED SIGNAL ACCESS MODULE</b></p> <p><b>Combined Signal Access Module for NanoScope SPM Control Stations &amp; Bruker SPM Application Modules</b></p> <ul style="list-style-type: none"> <li>- For users planning to do custom experimentation involving adding or modifying electronic hardware to the NanoScope Control Station or to the Bruker SPM Application Modules</li> <li>- Allows the user access to each of 25 signals to and from the NanoScope Controller through the 53 BNC connectors, 10 signals to and from the Application Modules through 20 BNC connectors, and a serial 9-pin connector</li> <li>- CE compliant</li> <li>- Can be used with MultiMode V or 8 SPMs</li> <li>- <b>NOTE: NOT</b> for use with Dimension or BioScope SPMs that are interfaced to NanoScope V or 6 control stations</li> </ul>		8,750.00	8,750.00
	<b>MODE ENABLING ACCESSORIES:</b>			
	<p><b>MTFML-V2 - TAPPING MODE FLUID CELL V2</b></p> <p><b>Cantilever Holder for Scanning in Fluid (TappingMode, Force Modulation) with the MultiMode SPM</b></p> <ul style="list-style-type: none"> <li>- Improved design holds <b>Bruker Nano Probes</b> with thinner substrate chips in place more securely and reliably</li> <li>- Replaces previous Multimode Liquid Cell (Model MTFML)</li> <li>- Glass cantilever holder for fluid operation for PeakForce Tapping mode, contact mode, Tapping Mode, and Force Modulation. The cantilever is acoustically driven by a separate piezo oscillator for larger amplitude modulation.</li> <li>- Includes 10 Oxide-Sharpended Silicon Nitride NanoProbes (Model SNL-10), recommended for soft samples</li> </ul>		3,800.00	3,800.00
	<b>NANOMAN-SW-V9 - NANOMAN V9 SOFTWARE AND UI</b>		12,900.00	12,900.00

Bruker Nano Inc  
112 Robin Hill Road  
Santa Barbara, CA 93117  
805-967-1400, 805-696-6347 fax

Remit Payments to: Bruker Nano Inc. Lockbox P.O. Box 536516, Pittsburgh, PA 15253-5907  
Wire Transfers: Citizens Bank, 1 Citizens Drive, Riverside, RI 02940; Account #: 1315932315; ABA#: 011500120  
EFT/ACH Transfers: Account #: 1315932315; ABA#: 211070175, International Wire Transfers: S.W.I.F.T. code CTZIUS33; Account #1315932315 Bruker Nano, Inc.  
EIN/TIN#: 86-0443684; Bruker Nano, Inc. - VAT ID - DE 262741445 D & B: 08-074-5284

IT IS REQUIRED TO REFERENCE INVOICE NUMBER WHEN PAYMENT IS MADE, Please send remittance advice to: ar.remit@bruker.com

Quotation no.: 22314148



Item	Material/Description	Quantity	Unit price USD	Amount USD
	<b>NanoMan/Nanolithography Software for NanoScope v9</b> - Enables manipulation and lithography at the nanometer and molecular scales. Provides lowest noise and best positioning of any available nanomanipulation system. - Includes SPM Nanolithography Software Option (Model LITHO-V9) and NanoMan registration key - CE compliant - <b>REQUIRES</b> NanoScope V9.xx or later software and a compatible Control Station - <b>NOTES:</b> 1) An acoustic/vibration isolation system (Model AVH-1000-V2) is <b>REQUIRED</b> for optimum operation on Dimension Icon and FastScan SPMs; 2) Purchase order must include existing SPM system serial number and NanoScope software system ID number, if not purchased with SPM system; 3) Separate purchase of an additional training day (Model ITCS1-SRV) is <b>recommended</b> .			
	<b>VOLTAGE KITS</b> <b>MM-110-120V - 110/120V COMPATIBLE</b>			
			Discount (Value)	-14,000.00
			<b>Item Net</b>	233,250.00
20	VT-102-2 VIB ISOLATION TABLE <b>Vibration Isolation Table</b> -- Pneumatic table with caster assembly from Technical Manufacturing Company (#63-21554-01) -- Weight: 650 lbs. (295 kg) -- Dimensions: 24-inch wide by 24-inch long by 31-inch high (611mm [W] x 611mm [D] x 787mm [H]) -- See Facilities Requirements for other important information -- <b>NOTE:</b> We do not recommend placing vibration isolation tables on raised or computer-type floors. They may be placed on a platform resting on the solid slab under the raised floor. Please contact Sales before ordering.	1 EA	5,900.00	5,900.00
30	ITCS3 3 DAYS INSTALL & INTRODUCTORY TRAINING <b>Three Days Installation and Training for New Systems</b> - Three days installation and training at the customer's site for new systems only - Allow two weeks <b>advance</b> notice for scheduling	1 EA	9,740.00	9,740.00

Bruker Nano Inc  
 112 Robin Hill Road  
 Santa Barbara, CA 93117  
 805-967-1400, 805-696-6347 fax

Remit Payments to: Bruker Nano Inc. Lockbox P.O. Box 536516, Pittsburgh, PA 15253-5907  
 Wire Transfers: Citizens Bank, 1 Citizens Drive, Riverside, RI 02940; Account #: 1315932315; ABA#: 011500120  
 EFT/ACH Transfers: Account #: 1315932315; ABA#: 211070175, International Wire Transfers: S.W.I.F.T. code CTZIUS33; Account #1315932315 Bruker Nano, Inc.  
 EIN/TIN#: 86-0443684; Bruker Nano, Inc. - VAT ID - DE 262741445 D & B: 08-074-5284

IT IS REQUIRED TO REFERENCE INVOICE NUMBER WHEN PAYMENT IS MADE, Please send remittance advice to:  
 ar.remit@bruker.com

Quotation no.: 22314148



Item	Material/Description	Quantity	Unit price USD	Amount USD
	Item Net Price		USD	248,890.00
	Freight			1,000.00
	Total net		USD	249,890.00

## GENERAL NOTES:#

- If purchase is tax exempt, a tax exemption certificate must accompany your Purchase Order. If purchase is exempt, Tax Exemption certificates must be sent to TucsonOrders@bruker.com.#
- Any applicable sales tax is the responsibility of the Purchaser. Bruker Nano will charge sales tax on all orders that do not include a tax exemption certificate.###
- Terms and Conditions of Sale attached hereto apply to the purchase of the goods and/or services listed on this quotation.##
- Bruker Nano, Inc. Payment Terms are 30% at order, 60% at delivery and 10% upon installation Net40 Days. Terms are subject to credit approval.
- Prices quoted are for U.S. purchase and delivery only.#
- International destinations will require completion of export compliance paperwork, per Bruker Corporation policy.#
- Installation date and training to be mutually agreed upon by Bruker and the Purchaser.#
- Please inform your Sales Agent if multiple and/or partial shipments are not permitted.#

\*\*#

## SHIPPING INFORMATION:#

- All freight charges will be the responsibility of the Purchaser; prepaid and added to invoice or collect.#
- Means of shipment to be established by the Purchaser.#

Bruker Nano Inc  
 112 Robin Hill Road  
 Santa Barbara, CA 93117  
 805-967-1400, 805-696-6347 fax

Remit Payments to: Bruker Nano Inc. Lockbox P.O. Box 536516, Pittsburgh, PA 15253-5907  
 Wire Transfers: Citizens Bank, 1 Citizens Drive, Riverside, RI 02940; Account #: 1315932315; ABA#: 011500120  
 EFT/ACH Transfers: Account #: 1315932315; ABA#: 211070175, International Wire Transfers: S.W.I.F.T. code  
 CTZIUS33; Account #1315932315 Bruker Nano, Inc.  
 EIN/TIN#: 86-0443684; Bruker Nano, Inc. - VAT ID - DE 262741445 D & B: 08-074-5284

IT IS REQUIRED TO REFERENCE INVOICE NUMBER WHEN PAYMENT IS MADE, Please send remittance advice to:  
 ar.remit@bruker.com



# Bruker Nano, Inc and Subsidiaries

## Terms and Conditions of Sale



Version #4872-2188-2666.1

### 1. GENERAL.

Orders are accepted by Bruker Nano, Inc and Subsidiaries ("Seller") subject to these terms and conditions. In case of a conflict, inconsistency or addition not expressly accepted in writing by Seller, the terms and conditions of sale provided herein shall be considered as superseding the conflicting, inconsistent or additional terms stated in Buyer's purchase order, order form, contract or otherwise. The acceptance of an order will supersede all prior communications and constitute a complete and binding contract between the party purchasing equipment hereunder ("Buyer") and Seller, which contract cannot be modified or canceled without the written agreement of both parties.

### 2. SHIPMENT.

Seller shall attempt to comply with, but will not guarantee, shipping date and loading and routing instructions. Seller reserves the right to allow or prorate shipments against all orders whenever, in its judgment, an oversold condition exists as to any particular product manufactured or sold by it. In the event of a default by Buyer, Seller may decline to make further shipments without waiving any of its rights under such order. If, despite such default, Seller elects to continue to make shipment, its action shall not constitute a waiver regarding, or otherwise diminish, Seller's legal remedies with respect to such default or any future default.

### 3. TITLE AND DELIVERY.

All sales are made FCA factory (ex works), Incoterms 2020 and Buyer shall pay all freight, duties, cartage and handling. Title and risk of loss or damage shall pass from Seller to Buyer upon Seller's putting the material purchased hereunder in good condition into the possession of a common carrier, such carrier acting as Buyer's agent. All claims for damages must be filed with the carrier.

### 4. PRICES.

Irrespective of any prices quoted by Seller or listed on Buyer's order, an order is accepted only at the prices shown on Seller's written quotation (the "Quotation"). Installation of utilities required for equipment is not included in the specified price.

### 5. PAYMENT TERMS.

(a) Invoices are payable at the place set forth in the Quotation or the invoice no later than thirty (30) days after the date of the invoice. Any exchange charges, any charges for nonpar clearance of checks or collection charges (including reasonable attorneys' fees) will be paid by Buyer. Any amounts not paid when due will bear interest at a rate of 18% per annum or, if lower, the maximum rate permissible by law.

(b) All orders are subject to credit approval by Seller. The amount of any credit extended by Seller to Buyer may be changed, and such credit may be withdrawn by Seller. With respect to an order on which credit is not extended by Seller or, if extended, is subsequently withdrawn, shipment or delivery shall be made, at Seller's election, cash with order (in whole or in part), C.O.D., letter of credit or Sight Draft attached to Bill of Lading or other shipping documents, with all costs of collection (plus 18% interest on Sight Drafts not paid at maturity) for the account of Buyer. If, in the judgment of Seller, the financial condition of Buyer does not justify continuation of production or shipment on the terms of payment originally specified, Seller may require full or partial payment in advance. In the event any proceeding is brought by or against Buyer under any bankruptcy or insolvency laws, Seller shall be entitled, in addition to any other remedies at law or in equity, to (i) stop or divert any shipment in transit, (ii) cancel any order then outstanding and/or (iii) receive reimbursement for its cancellation charges.

(c) Each shipment shall be considered a separate independent transaction, and payment therefor shall be made accordingly. If for any reason Buyer is not prepared to accept delivery of goods, Seller may store the goods at Buyer's expense and risk in the name of Buyer, and such storage shall constitute shipment and delivery to Buyer.

### 6. TAXES.

Quoted prices do not include federal, state or local excise, sales, use or similar taxes. Accordingly, in addition to the prices specified on the Quotation, the amount of any applicable excise, sales, use and/or similar taxes will appear as separate items on the invoice and will be paid by Buyer unless prior to shipment Seller receives an appropriate tax exemption certificate from Buyer.

### 7. CUSTOMER SPECIFIC ACCEPTANCE ("CSA").

Except as provided in the Quotation, Seller's standard commercial factory acceptance test(s) performed at Seller's factory will comprise acceptance for the equipment sold by Seller. If the Quotation references CSA provisions, then Buyer will accept the purchased equipment in accordance with such CSA provisions. The parties will give priority to achieving CSA and the purchased equipment shall not be used by Buyer for material production, for development of new processes or for any purposes other than achieving CSA, prior to successful completion or waiver of the CSA provisions. Any such use of the equipment prior to successful completion of the CSA provisions shall be deemed to constitute CSA passage. It is the responsibility of the Buyer to ensure that all the required facilities are ready and site preparation is completed for successful commencement of CSA on delivery of the equipment. If CSA has not been commenced within 30 days after delivery and completed within 60 days after delivery (through no fault of Seller), the equipment shall be deemed accepted and as having achieved CSA.

### 8. FORCE MAJEURE.

Seller shall not be liable for failure to perform occasioned by strikes, lockouts, labor difficulties, riots, inability or difficulty in obtaining or procuring supplies, labor or transportation, fires, storms, floods, earthquakes, explosions, accidents, acts of God, interference by civil or military authorities, whether legal or de facto, acts of the public enemy, war, rebellion, insurrection, sabotage, embargoes, orders given priority by any public authority or any other cause beyond the reasonable control of Seller.

### 9. PATENTS.

If a third party claims that the purchased equipment infringes that party's patent or copyright, Seller will defend Buyer against that claim and will pay all costs, damages and attorneys' fees that a court finally awards, provided that Buyer: (a) promptly notifies Seller in writing of the claim, and (b) allows Seller to control, and cooperates with Seller in, the defense and any related settlement negotiations. If such a claim is made or appears likely, Seller, at its option, may obtain a license to enable Buyer to continue to use the product, may modify the product or may replace it with one that is functionally equivalent. If Seller determines that none of these alternatives is reasonably available, Buyer will return the product to Seller upon Seller's written request, in which case Seller will credit Buyer with an amount equal to the price paid for such product less a reasonable amount for depreciation. Seller's liability is limited to repair, replacement or adjustment as determined by Seller. Seller shall not be liable for any claim based on (i) anything Buyer provides which is incorporated into a product, (ii) Buyer's modification of a product or use thereof other than in its specified operating environment, or (iii) the combination, operation or use of a product with products provided by other manufacturers or other products not provided by Seller as a system. This is the exclusive warranty and liability of Seller with respect to intellectual property matters and is in lieu of all other warranties and remedies, express or implied. Sale of products or parts thereof does not confer on Buyer any license relating to (a) the structure of any devices to which the products or parts may be applied or (b) a process or machine in connection with which they may be used.

**10. RESCHEDULING.** If Buyer has any rescheduling rights, such rights shall be as set forth in Exhibit A.

### 11. CANCELLATION.

If Buyer has any cancellation rights, such rights shall be as set forth in Exhibit A.

### 12. ASSIGNMENT.



# Bruker Nano, Inc and Subsidiaries

## Terms and Conditions of Sale



Version #4872-2188-2666.1

Buyer shall not assign this order or any portion thereof without the prior written consent of Seller.

### 13. WARRANTY.

(a) Seller warrants to the Buyer that new equipment will be free of defects in material and workmanship for a period of one year commencing on final acceptance or ninety (90) days from shipping, whichever occurs first. This warranty covers the cost of parts and labor (including, where applicable, field service labor and travel required to restore the equipment to normal operation).

(b) Seller warrants to the Buyer that replacement parts will be new or of equal functional quality and warranted for the remaining portion of the original warranty or 90 days, whichever is longer.

(c) Seller warrants to the Buyer that software will perform in substantial compliance with the written materials accompanying the software. Seller does not warrant uninterrupted or error-free operation.

(d) Seller's obligation under these warranties is limited to repairing or replacing at Seller's option defective non-expendable parts or software. These services will be performed, at Seller's option, at either Seller's facility or Buyer's business location. For repairs performed at Seller's facility, Buyer must contact Seller in advance for authorization to return equipment and must follow Seller's shipping instructions. Freight charges and shipments to Seller are Buyer's responsibility. Seller will return the equipment to Buyer at Seller's expense. All parts used in making warranty repairs will be new or of equal functional quality.

(e) The warranty obligation of Seller shall not extend to defects that do not impair service or to provide warranty service beyond normal business hours, Monday through Friday (excluding Seller holidays). No claim will be allowed for any defect unless Seller shall have received notice of the defect within thirty (30) days following its discovery by Buyer. Also, no claim will be allowed for equipment damaged in shipment. Within thirty (30) days of Buyer's receipt of equipment, Seller must receive notice of any defect which Buyer could have discovered by prompt inspection.

(f) Expendable items, including, but not limited to, filters, lamps, pilot lights, filaments, fuses, mechanical pump belts, probes, V-belts, wafer transport belts, pump fluids, O-rings and seals ARE SPECIFICALLY EXCLUDED FROM THE FOREGOING WARRANTIES AND ARE NOT WARRANTED.

(g) All used equipment, including demo equipment, is sold AS IS, WHERE IS, WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. Regular maintenance is excluded from this warranty.

(h) Specifically excluded from this warranty is all standalone computer and data storage equipment not manufactured by Seller (such as computers, monitors, printers and printer buffers). Such equipment will carry only the original manufacturer warranty.

(i) Seller assumes no liability under the above warranties for equipment or system failures resulting from (a) abuse, misuse, modification or mishandling; (b) damage due to forces external to the machine including, but not limited to, acts of God, flooding, power surges, power failures, defective electrical work, transportation, foreign equipment/attachments or Buyer-supplied replacement parts or utilities or services such as gas; (c) improper operation or maintenance; or (d) failure to perform preventive maintenance in accordance with Seller's recommendations (including keeping an accurate log of preventive maintenance). In addition, this warranty does not apply if any equipment or part has been modified without the written permission of Seller or if any Seller serial number has been removed or defaced.

(j) No one is authorized to extend or alter these warranties on Seller's behalf without the written authorization of Seller.

(k) THE ABOVE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND OF ANY OTHER OBLIGATION ON THE PART OF SELLER. SELLER DOES NOT WARRANT THAT ANY EQUIPMENT OR SYSTEM CAN BE USED FOR ANY PARTICULAR PURPOSE OR WITH ANY PARTICULAR PROCESS OTHER THAN THAT COVERED BY THE APPLICABLE PUBLISHED SPECIFICATIONS.

### 14. NO CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY.

Seller shall not be liable for consequential damages, for anticipated or lost profits, incidental, indirect, special or punitive damages, loss of time, loss of use, or other losses, even if advised of the possibility of such damages, incurred by Buyer or any third party in connection with the equipment or services provided by Seller. In no event will Seller's liability in connection with the equipment or services provided by Seller exceed the amounts paid to Seller by Buyer hereunder.

### 15. NONSOLICITATION.

Buyer will not solicit the employment of any employee of Seller who has come into contact with Buyer in connection with the products or services provided to Buyer hereunder.

### 16. COMPLIANCE WITH LAWS.

(a) The performance of each party hereunder is subject to compliance with all applicable laws.

(b) Buyer understands that exports and re-exports of Seller's products and any related software, service, technical assistance, training and related technical data, and any media in which any of the foregoing is contained (the "Items") are subject to U.S. and foreign trade controls, customs, anti-boycott and economic sanctions laws, regulations, rules and orders (the "Export Laws"). In addition to any other remedy it may have, Seller may suspend or cancel the export, delivery, installation, or any maintenance or repair service of any Item if (a) Seller has not received all export-related documentation requested by Seller, including end-user certificates, (b) Seller has not received the governmental approvals that Seller deems to be required, or (c) Seller believes that such activity may violate any Export Laws or Seller's own compliance policies. Buyer shall only use the Items for non-military, peaceful purposes. Buyer shall not export, re-export or otherwise transfer or provide any Item in contravention of any Export Law or any end-user certificate provided by Buyer, including to an embargoed or otherwise sanctioned country, to anyone listed on any prohibited persons list published by the U.S., the UN, the EU or the OSCE, or for a prohibited end-use (such as research on or development of chemical, biological, or nuclear weapons, unmanned air vehicles or missiles, or nuclear explosive or fuel cycle activities). Buyer must notify Seller before providing any technical data to Seller that is controlled under any Export Law. Seller will not be liable to Buyer for any loss or expense if Buyer fails to comply with any Export Law.

(c) Buyer will comply with all applicable import laws or other restrictions or conditions respecting the import of Items that are now in effect or are hereafter imposed by any government or other applicable jurisdiction. Buyer shall be responsible for obtaining any necessary import permit, license or authorization at its sole cost and expense. Buyer shall immediately notify Seller if an import permit, license or other authorization is required in connection with any such import.

### 17. APPLICABLE LAW AND JURISDICTION.

The contract created hereby shall be interpreted and construed under the laws of the State of Delaware, without regard to the choice of law provisions thereof and not including the U.N. Convention on Contracts for the International Sale of Goods, if otherwise applicable. The exclusive venue for any disputes arising out of or in connection with such contract shall be in the state and federal courts of the State of Delaware.

# Bruker Nano, Inc and Subsidiaries Terms and Conditions of Sale



Version #4872-2188-2666.1

## EXHIBIT A

### ADDITIONAL PROVISIONS

#### 1. Rescheduling:

If one rescheduling is requested, the charges shall be determined as follows and shall be due and payable within ten (10) days of the rescheduling:

<b>Number of Weeks of Rescheduling Requested</b>	<b>Rescheduling Charge</b>
Up to 4 Weeks	No Charge
5 to 12 Weeks	15% of Purchase Price
13 to 26 Weeks	35% of Purchase Price
27+ Weeks	Order Considered Canceled

More than one rescheduling of an order will be considered a cancellation of the order. Sixty-six percent (66%) of the rescheduling charge shall be applied against the purchase price if the order is subsequently shipped or against the cancellation charges if the order is subsequently canceled. On any order that is rescheduled and subsequently canceled, cancellation charges will be based upon the time between the originally scheduled delivery date and the date of notice of cancellation.

#### 2. Cancellation

In the event of attempted cancellation by Buyer of any order, Buyer shall pay Seller a cancellation and re-stocking charge based upon the timing of the attempted cancellation notice as follows:

<b>Days Attempted Cancellation Notice Given Before Confirmed Shipment Date of Order</b>	<b>Cancellation Fee Equals the Following Percentage of Purchase Price</b>
More than 180 days	35% of Purchase Price
91 to 180 Days	50% of Purchase Price
31 to 90 Days	75% of Purchase Price
0 to 30 Days	100% of Purchase Price

Higher cancellation charges, up to the full value of the order, may apply in the case of special, custom or modified equipment.