



Instructional Equipment Request (IER) Form

FY 2024-2025

Title of Submission:	Benchtop NMR
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Please review all information carefully to ensure timely processing. More information can be found [here](#).

Deadline	Action
10/09/2024	IER forms due to Division Dean
10/16/2024	Division review of IER forms (Dean & VP signature)
10/23/2024	IER forms due to Executive Assistant of Administrative Services (with Dean & VP signature)

Checklist

- ☒ All IER form fields complete
- ☒ Valid quote attached to submission (must be attached before submitting form)
 - **Shipping, installation, and tax** are required on the quote, whenever applicable. This must be provided by the vendor themselves. **Do not split quotes or submit duplicate quotes.**
 - **IMPORTANT:** To comply with state law, purchases between \$ 30,000.00 and \$ 114,499.99 require 3 quotes from 3 different vendors. We're required to proceed with the cheapest option unless a compelling argument can be provided for a more expensive option. If your request is approved, you will be notified *via email* to obtain an **updated quote, two additional quotes**, and complete a [requisition](#) form. Please monitor your email closely throughout the fiscal year as we **cannot** proceed with your request until these quotes, and any additional requirements, are provided.
 - Purchase requests of \$ 114,500.00 or more must go out for bid* (aka RFP process) and then go to Board for approval. You will be provided further instruction via email after your request is approved.
 - For assistance with quotes, please contact Bill Pagano at bpagano@clpccd.org or (925) 485-5271.
- ☒ IER form, with quote, signed and submitted to Division Dean including:
 - Quote (required)
 - [New Vendor Application](#) (if new vendor)
 - Copy of [W9](#) (if new vendor)

***Bid Process:** Purchasing submits RFP & selects cheapest bid → Requestor submits [Requisition](#) → Business Office enters Requisition in Banner → Requestor submits Board packet with copy of entered Requisition.

IER Process Flow

1. Completed packet signed and submitted to Division Dean
2. Dean reviews and forwards to Vice President
3. Vice President reviews and forwards to Executive Assistant of Administrative Services
4. Executive Assistant logs requests and forwards to M&O and IT for review
5. RAC reviews and scores requests
6. Executive Assistant combines committee scores into final rankings for final RAC review
7. RAC Chair meets with College President to discuss ranked requests
8. College President issues approval memo to RAC
9. RAC notifies requestors via email of approved requests and additional steps (e.g. additional quotes, board, etc.)
10. RAC submits IER forms to Business Office for processing
11. Business Office reviews requests, enters into Banner, and forwards to Purchasing
12. Purchasing will assist with requests that must go out for bid and requires board approval (requestor will be notified)

Instructional Equipment Definitions

Allowable Items

Allowable Items: Instructional equipment expenditures are eligible if the equipment, library material, or technology is for classroom instruction, student instruction or demonstration, or in the preparation of learning materials in an instructional program. There are five categories that will be used to classify instructional support. Please note that requests are not limited to the examples shown below.

1. **Equipment and Furniture:** instructional equipment and furniture for primary use by students in instructional programs:
 - a. Classroom/laboratory equipment including whiteboard, screen, projector, etc.
 - b. Instructional furniture including desks, tables, podium, chairs, etc.
2. **Information Technology:** instructional information technology equipment for student use in classrooms and/or laboratories including desktops, laptops, monitors, printers, servers, network/wireless infrastructure, AV/TV, multimedia.
3. **Software:** software licenses are allowed but only the initial year is permitted. Other software that are permitted are those that are used in excess of one year and software modifications that add capacity or efficiency to the software that defers obsolescence and results in an extension of the useful life of the software, including registration, counseling, student services, learning management systems for student use.
4. **Adaptive Equipment:** adaptive equipment for ADA/OCR students are allowed to assist them in a learning environment.
5. **Library Material:** databases, online subscriptions, books, periodicals, videos, etc.

Non-Allowable Items

Non-Allowable Items: Administrative or non-instructional purposes including equipment being used for administrative or non- instructional purposes is not allowed, including photocopiers, file cabinets, bookcases, computers, networking infrastructure, software licenses.

IE Rubric

RAC evaluates each IE request based on the rubric below. RAC stresses the importance of quality requests. RAC may choose not to rank incomplete IE requests.

Criteria	Strong Evidence	Adequate Evidence	Limited Evidence
LPC Mission & Planning Priorities [Section 2] (5 points) Ranking Scale	Clear and compelling evidence/data that equipment will fully support LPC Mission and Planning Priorities. 4-5	Clear evidence/data that equipment will fully support LPC Mission and Planning Priorities. 2-3	Limited or no evidence/data that equipment will support LPC Mission and Planning Priorities. 0-1
Educational Items: Programmatic Impact and Institutional Support [Section 3] (10 points) Ranking Scale	Clear and compelling evidence/data (as stated in program review) that this equipment will have substantial impact on program curriculum. 8-10	Clear evidence/data (as stated in program review) that this equipment will have substantial impact on program curriculum. 4-7	Limited or no evidence/data (as stated in program review) that this equipment will have an impact on program curriculum. 0-3
Teaching & Learning [Section 4] (10 points) Ranking Scale	Clear and compelling evidence/data that equipment provides much needed or beneficial enhancement to instruction. 8-10	Clear evidence/data that equipment provides enhanced instruction that is not met through current means. 4-7	Limited or no evidence/data that equipment provides enhanced instruction that is not met through current means. 0-3
Outcomes [Section 5] (5 points) Ranking Scale	Clear and compelling evidence/data that equipment will support course and/or program outcomes above and beyond current capability. 4-5	Clear evidence/data that equipment will support course and/or program outcomes beyond current capability. 2-3	Limited or no evidence/data that equipment will support course and/or program outcomes beyond current capability. 0-1

Instructional Equipment Request Form

Name of Requestor: Maxwell, Jason M., Ansell, Michael

Division: STEM

Discipline: Chemistry

This Equipment Request is: An Upgrade

SECTION 1: Equipment Description

Describe the specific equipment requested and how it will be used to replace, upgrade, or provide new technology to LPC from what is currently in place:

Equipment Location

Building #: 1800

Room #: 1806

Comments:

The benchtop Nuclear Magnetic Resonance (NMR) instrument will replace the outdated 30-year-old NMR currently in use. The new benchtop NMR represents a significant technological upgrade, offering improved sensitivity, faster data acquisition, smaller footprint, and a more user-friendly interface compared to the existing instrument. Unlike the older model, which requires more extensive maintenance and has limited capabilities, the new benchtop NMR is compact, cost-efficient, and designed to meet modern academic and industry standards.

If applicable, describe the legal requirement, mandate, or safety concern related to the purchase of this equipment, making specific reference to legal requirements or regulations:

As instructed, three quotes were obtained from three different vendors. The prices were very similar, with Magritek cost lower and includes free software and license for the life of the instrument. The other vendors required purchase of software and license after 1-year from date of purchase.

SECTION 2: LPC Mission Statement and LPC Planning Priorities

LPC Mission Statement

Las Positas College is an inclusive, learning-centered, equity-focused environment that offers educational opportunities and support for completion of students' transfer, degree, and career- technical goals while promoting lifelong learning.

LPC Planning Priorities

- Establish a knowledge base and an appreciation for equity; create a sense of urgency about moving toward equity; institutionalize equity in decision-making, assessment, and accountability; and build capacity to resolve inequities.
- Increase student success and completion through change in college practices and processes: coordinating needed academic support, removing barriers, and supporting focused professional development across the campus.

Explain how the equipment supports LPC's Mission Statement and Planning Priorities:

The benchtop NMR will directly fulfill LPC's mission as "an inclusive, learning-centered institution providing educational opportunities and support for completion of students' transfer, degree goals." NMR technology is central to chemical analysis & widely used in industries like pharmaceuticals, biotechnology. LPC's NMR prepares students to understand theoretical aspects of chemistry and develop practical, workforce-relevant skills vital in their careers. This will increase student success, completion by enabling experiential, hands-on learning that enhances understanding of complex scientific concepts, thereby improving engagement, course outcomes. Supports LPC's equity goals, ensuring all students have access to industry-standard technology, closing opportunity gaps & fostering STEM workforce readiness

SECTION 3: Educational Items | *Program Review*

Specify the educational programs the equipment supports:

The benchtop NMR instrument will support workforce development for both biology and chemistry students at LPC. It will enhance hands-on learning in Organic Chemistry, providing ~150 students annually with direct experience using industry-standard equipment. This technology is essential for careers in fields like pharmaceuticals, biotechnology, and environmental science, where molecular structure identification and compound analysis are key skills. The NMR will also complement interdisciplinary learning, benefiting programs like Biology, Environmental Science, Viticulture & preparing students for transfer and workforce entry. This instrument equips students with practical, career-relevant skills, supporting LPC's mission to provide education aligned with career-technical goals.

Is the equipment part of an upcoming Program Review? Was it included last year? If not, why? Use language from your Program Review to explain:

This equipment was not included in last year's Program Review, as we are planning for its inclusion in our upcoming review. The request aligns with our future needs as we look ahead to the new STEAM building, which will have less square footage in the instrument room. The benchtop NMR is ideal for this space due to its compact design. Additionally, the instrument will not require a dedicated compressed air line in order to spin samples, therefore will be easier and less expensive to operate. Moreover, the new instrument's improved, user-friendly software will allow more students to efficiently operate it and access spectra independently, enhancing the learning experiences in our program.

SECTION 4: Teaching and Learning

Please use evidence and data that describes how the equipment provides enhancements/benefits to the current level of teaching capabilities:

The benchtop NMR will significantly enhance current teaching capabilities by offering a more efficient, modern, and accessible tool for chemical analysis compared to our outdated instrument. Our older instrument relies on a large, 60-year-old magnet, while the new instrument uses tiny, high-powered neodymium magnets. The new NMR provides faster data acquisition, increased sensitivity, and higher resolution, which improves the quality of student experiments and allows for more complex chemical identification and molecular structure analysis. According to industry standards, the benchtop NMR is widely used in both academic and research settings, meaning our students will gain hands-on experience with technology directly applicable to their advanced studies and future careers. Having this instrument puts Las Positas College students at a great advantage as students at 4-year institutions often don't use the instrument themselves, while many community colleges do not have one available for students at all. Furthermore, the user-friendly software will streamline the learning process, allowing students to engage more deeply with the material and perform analyses independently, thus improving both learning outcomes and student confidence in working with industry-standard technology.

Detail the impact the equipment has on learning:

Lectures can be effective at disseminating information, but they often are not effective for students learning, retaining, and being able to apply that content. For students to learn, they need to be actively engaged in an authentic context. Lab courses are an effective way to engage students in an authentic context, where students learn and use the equipment and techniques used by professionals in the field. The skills students learn impacts their future employment in science settings. The benchtop NMR in particular will help students learn about chemical structures by generating spectra, which lead to a meaningful puzzle that students are able to solve and understand with their chemical knowledge.

Please state the number of classes and students the equipment will impact:

Classes/Sections: 2/6

Students: 150

SECTION 5: Student Learning Outcomes (SLOs)

Document how the equipment will enable you to surpass your current Student Learning Outcomes:

The new benchtop NMR will enable us to surpass our current Student Learning Outcomes (SLOs) by providing students with more precise and advanced tools for structure elucidation and compound analysis. For example, students will be able to "interpret NMR spectra and use such spectra as tools for structure elucidation" (Objective M) with higher accuracy due to the enhanced sensitivity and faster data acquisition of the new equipment. This will directly improve their ability to "synthesize, separate, and analyze organic compounds" (Objective J) and "operate standard organic laboratory instrumentation" (Objective L). Additionally, the benchtop NMR's user-friendly interface will help students develop a deeper understanding of spectroscopy (Objective N) and enable them to confidently complete more complex experiments, leading to improved competency in lab skills such as safe chemical handling, data collection, and analysis (Objective R). This modern tool ensures that students acquire industry-relevant expertise, directly aligning with course objectives and enhancing their readiness for both academic and professional pathways.

SECTION 6: Total Cost of Ownership | *Maintenance and Sustainability*

Does the new equipment replace older equipment? If so, will you retire/surplus the old equipment? If not, where will you store the older equipment and what are the associated storage costs?

The new benchtop NMR will replace our existing 30-year-old NMR. We plan to continue using our NMR until we relocate to the new STEAM building. Until that time, the old instrument will remain to support hands-on student learning.

Detail how the equipment meets or exceeds [LPC's Sustainability Efforts](#):

The benchtop NMR meets LPC's sustainability efforts by utilizing energy-efficient technology, reducing power consumption compared to older models, and eliminating the need for a dedicated compressed air line, which minimizes resource usage. Its compact design aligns with the 2025 sustainability benchmark by reducing the physical and environmental footprint in our new STEAM building. These NMR models are considered an environmentally preferable electronic product due to its longer operational life, lower maintenance requirements, and no cryogenic cooling, like other expensive models, which reduces waste and resource consumption over time. This instrument actively contributes to the goal of adopting sustainable procurement practices while maintaining high-quality educational tools for students.

How does the equipment provide renewal resources to the college?

The new benchtop NMR provides renewable resources to the college by enhancing our chemistry program's educational offerings, thereby attracting more students and increasing enrollment in STEM courses. This modern equipment allows for the introduction of advanced laboratory techniques and more complex experimental designs, which can lead to the development of new courses or lab components that further enrich the curriculum. The NMR contributes to higher retention and completion rates, which can result in increased funding and resources for the college through state and federal grants tied to student success metrics.

Operator

Primary operator:	Ansell, Mike		
Does the work align with current position duties?	Yes		
Cost to train primary operator:	0.00		
Approx. # of hours equipment will be used per month:	20 - 30		
Comments:			

Maintenance and Repairs

Who will perform maintenance and repairs?	Ansell, Mike		
Estimated hours per month:	1		
Does the work align with current position duties?	Yes		
Cost to train for maintenance and repairs:	0.00		

SECTION 6: Total Cost of Ownership | *Maintenance and Sustainability (cont'd)*

Lifespan of Equipment: 20 years

FOAP (Budget) for Recurring Costs: _____

Vendor Name:

Fund

Org

Acct

Program

Magritek, Inc.

Part A: Initial Start-Up Costs

Type	Cost	Comments
Equipment or Materials	122,950.00	SPINSOLVE 80 CARBON (1H, 13C), Permanent Software license, Solvent Suppression Package, Education Manual
Shipping & Delivery Fees	900.00	Shipping from Magritek factory to destination, including insurance.
Installation Costs	0.00	REMOTE INSTALLATION AND TRAINING
Miscellaneous Costs	0.00	
Modification to Facilities	0.00	
Operator Training	0.00	
Maintenance/Repair Training	0.00	
Other	0.00	
(Enter as Positive) Discounts	20,850.00	DISCOUNT FOR ACADEMIC CUSTOMERS
Start-Up Total	103,000.00	

Part B: Annual Operating Costs

Type	Cost	Comments
Service/Maintenance	0.00	
Part Replacement	0.00	
Vendor Calibration or Standardization	0.00	
Storage	0.00	
Supplies	0.00	
Maintenance/Repair Labor	0.00	
Software Licensing	0.00	
Other	0.00	
Annual Total	0.00	
Overall Cost:	103,000.00	

Approvals and Signature Routing

Before signing below, please confirm all fields are filled out and all information provided is correct. Requests must be fully complete, signed, and submitted to your Division Dean by the deadline (see page 1). **Quote must be attached to this form before submitting.**

Title	Signature	Date
Requestor:	<i>Jason M. Maxwell</i>	10/09/2024
Division Dean:	<i>Paula M Checchi</i>	10/11/2024
Vice President:	<i>Nan Ho</i>	10/11/2024
College Technology Services Manager:	<i>Stephen Gunderson</i>	10/14/2024
M&O Director:		
Vice President, Administrative Services:	<i>Sean Brooks</i>	10/16/2024

Quotation
No. 22340400
Quote Date: 05.09.2024

Version 2



Sold-To-Party
 Las Positas College
 Jason Maxwell
 3000 Campus Hill Rd
 Livermore CA 94551

Telephone : +1 9254241331
 Email : jmaxwell@laspositascollege.edu

Information			
Your customer no.	1180036	Contact person	Monica Bastawrous
Your reference no./Date		Telephone	
Valid until	27.11.2024	Email	Monica.Bastawrous@bruker.com
Delivery time	3-4 Months ARO	End User	Las Positas College
Incoterms	DDP Destination		
Payment terms	Net due in 30 days		

Item	Material/Description	Quantity	Unit price USD	Amount USD
30	UH0081 Fourier EduLab, FT-NMR Benchtop High-performance Fourier Transform (FT) NMR Fourier 80 spectrometer in a compact benchtop system. Its condensed footprint and minimal infrastructure requirements allow the instrument to be placed on the lab bench or inside the fume hood, next to the chemist's workspace. The Fourier EduLab is a compact solution to include NMR on teaching in undergraduate labs to study and teach a wide range of magnetic resonance, e.g. in physics, in-/organic chemistry, biochemistry, material science, nutrition science, incl.: - Cryogen-free, temperature-controlled permanent magnet at an operating proton frequency of 80 MHz, no liquid nitrogen or helium, no water cooling or additional venting required - Dimensions: ~50/ 70/ 60 cm (H/ W/ D), weight: ~94 kg - Power consumption < 300 W, power: 100-240 V, 50-60 Hz - Receiver bandwidth up to 1 MHz, RF shapes: 14-bit resolution, RF time resolution: 12.5 ns - Ethernet connections: 1 to PC or network, 1 to optional accessories - 1 Trigger Input: Control of running experiments (pulse program) via	1 PC		

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Item	Material/Description	Quantity	Unit price USD	Amount USD
	<ul style="list-style-type: none"> external TTL trigger signal in real-time - 1 Trigger Output: Control external units via TTL trigger signal in real-time by running experiments (pulse programs) - Dedicated education protocols, acquisition and analysis software included, automated shim routine - TopSpin pulse program library included, Non-Uniform Sampling (NUS) possible - Fourier standard shim sample included - Fourier standard line shape sample included 			
40	FH0031 Sample Temperature Sample temperature at 25°C magnet temperature. <ul style="list-style-type: none"> - Fourier 80 system to be used in a temperature-regulated room of +18 °C to +28 °C with typical temperature variations of max. ±1.5 °C 	1 PC		
50	H176415 Fourier Accessory Kit The Fourier Accessory Case includes: <ul style="list-style-type: none"> - 2 Fourier sample tube holders for 7 inch long NMR standard tubes with an outer diameter of 5 mm (Z170760) - 1 Fourier cleaning kit to be used in case of tube breakage, to remove broken glass and spill safely from the probe (H176417) - 100 economy tubes for routine NMR, 5 mm outer diameter, 7 inch length, wall 0.38 mm, camber 60 um, including Bruker caps without holes with code (Z172600) - USB-stick including Fourier documentation in electronic format (1867248) - 2 Backup fuses, 5x20 mm, 6.3 A (1801717) 	1 PC		
60	FH0011 1H/13C Probe 5mm/7" with ext. lock <ul style="list-style-type: none"> - 1H/ 13C double channel probe for standard 5 mm diameter, 7 inch long NMR tubes - Digital Lock: external (no deuterated solvents needed) - Sensitivity: 1H > 160:1 for 1% ethyl benzene - RF power 1H: 5W, 13C: 20 W - Experiments e.g.: 1H: 1D, 1D with solvent suppression, 1D selective excitation, T1, T2, reaction monitoring, 1H 2D: COSY, JRES, 13C: 1D (with NOE and decoupling), DEPT45, DEPT90, DEPT135, ATP, 13C-1H 2D: HMBC, HSQC, HMQC, HETCOR 	1 PC		

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Item	Material/Description	Quantity	Unit price USD	Amount USD
70	<p>UH0089</p> <p>Bench PC with Touchscreen</p> <ul style="list-style-type: none"> - HP MS-Windows PC Mini - Workstation to be placed between screen and screen base - HP monitor with touchscreen (23") - 1920 x 1080 at 60 Hz - At least Windows 10 - Intel® Core™ i3 Processor - 16 GB SDRAM - 256 GB SSD 	1 PC		
80	<p>SHFR100A</p> <p>Soft Fourier TopSpin+GoScan Aca</p> <p>Basic acquisition and processing license package for the use on a Fourier 80 benchtop system (ACA), incl.:</p> <ul style="list-style-type: none"> - GoScan acquisition license, incl.: - Straightforward entry-level Software for data acquisition - Optimized for mouse and touch screen operation - Configurable library of experiments - Import of TopSpin parameter sets possible - Combination of several experiments into one push-button - Overview over results and direct link to TopSpin for processing and analysis - Data can be exported automatically to an additional storage (hard disk or external server or USB stick) <ul style="list-style-type: none"> - TopSpin 4 acquisition and processing license, incl.: - NMR data acquisition (arbitrary dimensions) and processing (1D-6D) - NMRGuide - a collection of theoretical information and practical tips around NMR for training of users in use of 1D and 2D experiments with NMR literature library - IconNMR - Processing of non-uniformly sampled (NUS) data for 2D spectra - Spectra analysis, including automated integration and deconvolution of NMR spectra - Workflow automation: serial processing, AU programs, python scripts - NMRSIM and DAISY for experiment simulation and 1D and 2D spectra prediction - Relaxation analysis (T1/T2) - TopSpin integrated structure editor 	1 PC		
90	UH0090	1 PC		

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Item	Material/Description	Quantity	Unit price USD	Amount USD
	<p>Fourier Education Package</p> <p>New interactive learning experience to enrich students' expertise in NMR techniques, including:</p> <ul style="list-style-type: none"> - Student's Lab Guide: Step by step instructions on how to perform experiments, including theory, in English language - Instructor's Lab Guide: Provides detailed information on how to set up, execute and evaluate the experiments, in English language - Check #educate2resonate on social media to find additional EduLabs, from customers for customers 			
100	<p>UH0101</p> <p>Full on-site Installation Fourier</p> <p>Full on-site Installation</p> <p>Full installation at customer site performed by trained Bruker Service engineer:</p> <ul style="list-style-type: none"> - Unpack and place the system on a stable vibration-free desk - Check that no magnetic parts as well as high current power lines are close to the system - Plug in power supply and switch on the system - Wait for the magnet to stabilize its temperature - Shimming the magnet - Configure the system - Set the lock - Software introduction and basic training - Acceptance protocol <p>Customer commits to:</p> <ul style="list-style-type: none"> - Ensure a primary user is available for review after the installation has been executed - Ensure users are available for training that is part of the installation 	1 PC		

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Item	Material/Description	Quantity	Unit price USD	Amount USD
	Net		USD	104,087.13
	Freight			3,122.61
	Total net		USD	107,209.74
	Tax			6,767.61
	Gross		USD	113,977.35

Billing Terms

Due on Order: 30%
 Due on Delivery: 70%

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Item	Material/Description	Quantity	Amount USD
	<p>TERMS AND CONDITIONS</p> <p>Our terms and conditions of sale apply exclusively. These can be found at: https://www.bruker.com/de/services/terms-and-conditions.html</p> <p>Please note that this transaction or order will be carried out and governed exclusively based on Bruker's terms and conditions unless an alternative is already agreed by both parties and is clearly indicated in Bruker's offer/quotation.</p> <p>Any other terms and conditions submitted by the customer are hereby explicitly rejected. Failure of Bruker to object to the customer's terms and conditions shall in no event be construed as an acceptance of such customer's terms and conditions. Also, Bruker's performance of the contract shall not be interpreted as acceptance of any of the customer's terms and conditions.</p> <p>In any such event, if Bruker's terms and conditions differ from any terms and conditions presented by the customer, Bruker's terms and conditions will constitute a counteroffer and not acceptance of such customer's terms and conditions. Any communication or conduct of the customer which confirms an agreement for the delivery of goods by Bruker, as well as acceptance of any delivery from Bruker by the customer shall constitute an unqualified acceptance of Bruker's terms and conditions by the customer.</p> <p>PRICES</p> <p>All prices are, if not explicitly stated, net prices. Applicable tax applies as of the date of delivery/service provisions.</p> <p>WARRANTY</p> <p>The warranty period is 12 months and commences with the transfer of risk according to the applicable INCOTERMS.</p> <p>DELIVERY</p> <p>The delivery time after receipt of order is based on standard production times. Delivery time can vary depending on production capacities at the time of order. Customized items will have longer delivery times. Bruker reserves the right to perform partial deliveries, provided that the delivered parts are functioning units.</p> <p>As applicable, in the event customer is not prepared to take title within the estimated delivery time frame outlined on Bruker's quotation and/or order confirmation for whatever reason(s), customer must notify Bruker as promptly as possible so that arrangements may be made for storage of the equipment until delivery may be made. Bruker can offer customer assistance in locating a storage facility, and in the event the equipment is placed into storage, customer acknowledges and agrees that they: a) shall take title upon delivery of the equipment to the storage facility; b) are responsible for all cost(s) associated with such storage, including, but not limited to helium costs and risk of loss or damage; c) are responsible for the additional transportation and rigging costs associated with Bruker's relocation of the equipment from the storage facility to customer's site; and d) are responsible for the risk of loss or damage of the equipment during the transit period from the storage facility to customer's site. Customer consents that the equipment purchased hereunder shall be placed into storage if Bruker informs customer that the production status does not allow a rescheduling of the delivery date and an</p>		

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Item	Material/Description	Quantity	Amount USD
	<p>assignment of the equipment for production and/or delivery to an alternative customer is not possible.</p> <p>We are continuously improving our products and reserve the right to make available the latest validated versions in system hard- and software as well as computer at the time of delivery.</p> <p>If INCOTERMS EXW apply, the effective shipping and packing costs will be invoiced to the customer.</p> <p>TERMS AND CONDITIONS OF EXPORT Customer acknowledges that all quotes issued by Bruker are subject to compliance with Export Control Laws as defined below.</p> <p>Customer understands that export and re-export of Bruker products and any related software, technical data, service, or technical assistance (individually, an "Item" and, collectively, the "Items") are subject to U.S., the EU and other foreign trade controls, customs and economic sanctions laws, regulations, rules and orders (collectively, "Export Control Laws"). In addition to any other remedy it may have, Bruker may suspend and/or cancel the export, delivery, installation, and/or any maintenance or repair service of any Item if (a) Bruker has not received all export-related documentation requested by Bruker, including end-user certificates, (b) Bruker has not received the governmental approvals that Bruker deems to be required, or (c) Bruker believes that such activity may violate any Export Control Laws or Bruker's own compliance policies. Customer shall only use the Items for non-military, peaceful purposes.</p> <p>Order Submission Instructions Purchase orders can be submitted via e-mail to CustomerSupport.bbio.amer@bruker.com or in writing to Bruker BioSpin Corporation, 15 Fortune Drive, Billerica, MA 01821, United States to the attention of our Customer Experience & Commercial Operations team.</p> <p>To minimize processing delays, Purchase Orders must include the Bruker quotation number and your organization's Billing & Shipping addresses.</p> <p>Other Services Unless as specified elsewhere in the quote, the following are not included:</p> <ul style="list-style-type: none"> · Local rigging into the building · Local building modification for rigging · Cool-down cryogens for all vertical bore magnets · Cryogens and other magnet maintenance services if magnet has to be de-energized during console upgrades <p>The buyer shall provide any necessary utilities required for the installation and commissioning, in particular:</p> <ul style="list-style-type: none"> · Electrical connections · Air conditioning · Cooling water 		

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Citizens Bank
ABA #211070175
Acct#1132786239

Federal Tax Id: 04-2559285
Duns.: #053-454-575
UEI: #WWWWMFMKJLH33

Quotation no.: 22340400



Item	Material/Description	Quantity	Amount USD
<p>The buyer shall make sure that the installation conditions comply with our site planning guide and with the local regulatory requirements. Any necessary permit shall timely be provided. Extra costs, including helium, due to delays caused by the customer have to be borne by the buyer.</p>			
<p>This quotation is valid without signature and the Bruker person mentioned on the first page is the responsible contact.</p>			

Bruker Biospin Corporation
15 Fortune Drive
Billerica MA 01821
USA

Lockbox Remittance:
Bruker BioSpin Corporation
PO Box 536510
Pittsburgh, PA 15253-5907

ACH remittance:
Citizens Bank
ABA #211070175
Acct#1132786239

Federal Tax Id: 04-2559285
Duns.: #053-454-575
UEI: #WWWWMFKJLH33

Nanalysis HQ	RS ² D (part of Nanalysis Scientific)
4600-5th St. NE, Bay 1	13 Rue Vauban
Calgary, AB T2E 7C3	67450, Mundolsheim
Canada	France



100PRO
(¹H/¹⁹F/¹³C)
High Resolution
Benchtop NMR
Spectrometer
Proton, Fluorine, and
Carbon

Quote #: 20241003USNJ1228 -2
Submitted: October 3, 2024

Shipping Address

Jason Maxwell
Las Positas College
3000 Campus Hill Drive
Livermore CA
USA

Billing Address

Gary Wilkes
Las Positas College
3000 Campus Hill Drive
Livermore CA
USA

Neil Jayswal
JLab Solutions LLC
Orange County
California, 92694
USA

P: 1-949-761-2917
F: 1.403.775.6683
E: info@jlabsolutions.com
www.jlabsolutions.com

Dear Jason,

Please find the enclosed quotation package for Nanalysis Corp.'s 100PRO benchtop NMR spectrometer. Nanalysis proudly has been designated as Frost & Sullivan's Global Portable NMR Company of the Year three times in a row and we are more than confident that our award-winning 100PRO would not only meet, but also exceed your needs.

As the world leader in benchtop NMR technology for over 10 years, with products ranging from benchtop to MRI and high field consoles, Nanalysis spectrometers are designed with research and teaching applications in mind. Our high-quality spectrometers have demonstrated great success at many institutions such as:

- Lawrence Berkeley National Laboratory
- The Ohio State University
- BASF

Nanalysis compact all-in-one instruments provide a far superior ease-of-use and performance/value package.

Thank you for considering Nanalysis benchtop NMR spectrometers. If you have any questions, or if you request any further information, please feel free to contact me at either 1-949-761-2917 or info@jlabolutions.com.

Kind Regards,

Neil Jayswal

Neil Jayswal

JLab Solutions LLC

A Nanalysis Manufacturer's Representative



Quotation

Quote # 20241003USNJ1228-2

Thursday, October 3, 2024

Price validity: 30 days

Incoterms 2020: DDP Destination – Las Positas College

Product	Description	Price (Each)	#	Price (Total)
100 MHz ^δ Base Configuration (1H and 19F)	<ul style="list-style-type: none"> • 100 MHz NMR (2.35 Tesla magnet) spectrometer w/ built-in computer • 1D and 2D experiments, including: <ul style="list-style-type: none"> ○ 1H ○ 1H T1 Inversion Recovery ○ 1H T2 CPMG ○ 1H-1H COSY ○ 1H-1H TOCSY ○ 1H JRES ○ 1H-1H NOESY ○ 1H-1H ROESY ○ 19F ○ 19F T1 Inversion Recovery ○ 19F-19F COSY ○ 19F JRES • Advanced Standby Mode shim, Autoshim (Quick, Med, Full), or Manual Shimming • Operating Temp. Range: 18 °C to 26 °C (64 °F to 79 °F) • Dimensions: 43.2×81.3×38.7 cm (17"×32"×15.3") • Weight: 110 kg (243 lbs) • Stray Field: < 2 Gauss all around system • Voltage: 100-240 VAC, 50/60 Hz 	\$ 131,250.00	1	\$ 131,250.00

Add ¹³ C Capabilities (100 MHz)	<ul style="list-style-type: none"> o ¹³C{¹H} NOE o ¹³C{¹H} Inverse Gated o ¹³C o ¹³C Gated o ¹³C DEPT-45,-90,-135 o ¹³C APT o ¹³C T1 Inversion Recovery o ¹³C T2 CPMG o ¹H-¹³C HETCOR o ¹H-¹³C HSQC o ¹H-¹³C HSQC-ME 	\$ 31,500.00	1	\$ 31,500.00
Accessories	Reference samples, etc.	\$ 210.00	1	Included
100PRO Service Agreement ^φ	Includes priority repair status, all parts and labor, software upgrades, online technical support, depot to customer shipping. Affirmative system check required.	\$ 10,746.75	1	Included
1-Year Mestrelab NMR (Academic) Promo	One (1) Year Academic Nominated License to Mnova NMR.	\$ 200.00	1	Included
1-Year ACD/Labs NMR (Academic) Promo	One (1) Year Academic Nominated License to Spectrus Processor NMR.	\$ 150.00	1	Included
Academic Discount	15% discount for academic customers	\$ (24,412.50)	1	\$ (24,412.50)
Director of Sales Discount	Discount on Package Price.	\$ (38,565.00)	1	\$ (38,565.00)
Customs/Import Fees	Duties and Import Fees - Customs and Border Protection.	\$ 500.00	1	\$ 500.00
Delivery	Shipping & Handling	\$ 3,500.00	1	\$ 3,500.00
Net Price	USD	\$ 103,772.50		

Net Price	USD (California sales tax included)***	\$ 113,999.18
*** Tax rate: 10.250%		
*** Date acquired: 10/3/2024		
*** Tax rate not applied to customs fees and delivery costs. This is an estimate but may vary depending on rates calculated on day of invoice.		

^δ Manufacturer's Warranty, 12 months from date of delivery, includes all parts, labor, and shipping from Nanalysis to the customer.
 Note: Customer is responsible for all shipping costs and customs clearance activities (including any duties and taxes) when sending products to Nanalysis. Customer is responsible for providing products to Nanalysis in the original product packaging and ensuring that a reputable carrier is selected to ensure safe shipment.
^φ Includes software upgrades and online technical support.

Currency: USD

All prices include sales tax.

Purchase of Nanalysis Corp. products assumes that no Russian-owned or Belarus-owned entities are involved in the transaction in any way; this includes, for example, distributors, end users, agents, intermediaries, carriers, brokers, and financial institutions.

Optional Items***

Product	Description	Price (Each)
Extending Sampling Methods		
AUTOsample-100 ^δ	Mounted auto-sampler with rotating carousel to allow configuration of up to 25 different samples at one time. Includes NMReady-MULTIZG.	\$ 25,000.00
Nanalysis Software Add-Ons		
100 MHz Proton Lock	Ability to lock on both deuterated and proteo solvents.	\$ 810.00
100 MHz Kinetics	Software add-on for live reaction monitoring.	\$ 1,134.00
100 MHz NMReady-MULTIZG	Multiple experiment queuing	\$ 432.00
100 MHz NMReady-	Remote control of instrument via internet connection.	\$ 270.00
100 MHz NMReady-IQOQ	Software upgrade (IQ/OQ) implementing methods to ensure Nanalysis instrument installs properly to specification upon arrival and allows user to monitor day-to-day performance for quality assurance requirements.	\$ 5,400.00
100 MHz NMReady-NOSOLVENT	Solvent Suppression protocols to reduce and minimize resonances attributed to solvent.	\$ 810.00
Third-Party Items		
Perpetual Mestrelab NMR (Academic)	Perpetual Academic Nominated License to Mnova NMR. Inquire for other options.	\$ 600.00
Perpetual ACD/Labs NMR (Academic)	Perpetual Academic Nominated License to Spectrus Processor NMR. Inquire for other options.	\$ 450.00
100 MHz Power Conditioner, N. America	NXT Power Integrity Standard. 5-year parts & labor warranty included. (NPT480-N)	\$ 647.00

100 MHz Uninterrupted Power Source, N. America	NXT Power Integrity PRO line-interactive UPS. Provides power conditioning and 7-10min of battery life. Battery included. 3 years parts & labor. (NPTU400-GL-N)	\$ 919.00
Optional Training		
100 MHz On-Site Installation	Unpacking, unboxing, physical installation, and initiation of protocols required to get instrument to brochure spec. Travel costs extra.	\$ 3,500.00
100 MHz Remote Familiarization	Remote basic training on the instrument including acquisition and processing of a 1D spectrum, keeping instruments in Standby Mode, removal of broken tubes, running Site Install/Initialization, connecting to Customer Service, etc. Approximately 1 hr in length. Stable internet connection (Port 443) required.	\$ 300.00
100 MHz On-Site Training	On-site familiarization and training on more advanced instrument use including running 2D and relaxation experiments, kinetics, or using accessories like AUTOsample-100. Approximately 2-4 hrs in length. Travel costs extra.	\$ 900.00

*** Please inquire for any additional custom requests

Payment Terms: Net 30

Financing available. Please inquire, if interested.

Extended Warranty can be bought at time of instrument purchase for \$9,345/year, for a maximum of 4 total years support.

Please do not hesitate to contact me at the information below should you require any additional information or modifications to the quote.



Neil Jayswal
 JLab Solutions LLC
 A Nanalysis Manufacturer's Representative
 info@jlabsolutions.com
 1-949-761-2917

Summary of Technical Specification

Main Technical Specifications		
Operating Frequency (Magnet Strength)	100 MHz (2.35T)	A stronger magnet offers ~25% better peak separation vs. instruments operating in the 80 MHz range. Critical for quantifying/observing resonances that are close together.
Nuclei	Dual channel instrument	Three nuclei installed: Proton (¹ H), fluorine (¹⁹ F), and carbon (¹³ C)
User Interface	Built-in touchscreen computer	No external computer is required, but mouse and keyboard can be used if preferred. Computer (LINUX CPU) can also easily be replaced by user. The touchscreen computer and easy-to-use software are ideal for all users. Easily print or save files directly from instrument. Operation by external PC is possible option.
Dimensions	Compact, all-in-one unit 17 × 15.25 × 32" (W × H × D)	The only all-in-one benchtop NMR spectrometer available. It is compact and occupies a minimal footprint, so you do not have to sacrifice bench space.
Weight	110 kg / 243 lbs	
Additional Technical Specifications		
Sensitivity	220:1 (1% ethylbenzene, single scan)	Nanalysis instruments use only the best possible magnets, tested and configured in an optimized hybrid Halbach array, allowing for a superior signal to noise ratio (SNR).
Resolution	LW(50%) <0.5 Hz (<0.005 ppm)	Nanalysis instruments are engineered for precision, with optimized magnet configurations that achieve impressive linewidths (LW), ensuring exceptional spectral resolution and accuracy.

Experiments	<ul style="list-style-type: none"> o ¹H o ¹H T1 Inversion Recovery o ¹H T2 CPMG o ¹H-¹H COSY o ¹H-¹H TOCSY o ¹H JRES o ¹H-¹H NOESY o ¹H-¹H ROESY o ¹⁹F o ¹⁹F T1 Inversion Recovery o ¹⁹F-¹⁹F COSY o ¹⁹F JRES o ¹³C{¹H} NOE o ¹³C{¹H} Inverse Gated o ¹³C o ¹³C Gated o ¹³C DEPT-45,-90,-135 o ¹³C APT o ¹³C T1 Inversion Recovery o ¹³C T2 CPMG o ¹H-¹³C HETCOR o ¹H-¹³C HSQC o ¹H-¹³C HSQC-ME o ¹H-¹³C HMBC 	<p>Can perform a vast array of current 1D and 2D NMR experiments. Additional experiments always in development and are made available during software updates. If interested in custom pulse sequences, please ask us about the use of the graphical user interface in SPINit to streamline programming.</p>
Sampling	<p>Standard 5 mm tubes Optional add-ons (please inquire) - AUTOsample-100 autosampler</p>	<p>The 100PRO uses the same tubes as high field, which employs standard sampling, and lower concentrations can be used compared to capillary-injection methods. Autosampler attachment can be purchased for automated sampling.</p>
Lock	<p>Deuterium and Non-Deuterium options</p>	<p>The system uses deuterium and non-deuterium lock options, such as proton, for sample collection.</p>
Cybersecurity	<p>Standalone unit with a built-in touchscreen computer</p>	<p>By including a built-in Linux Ubuntu based computer, the instrument possesses enhanced cybersecurity for operation, data processing, and organization.</p>

Assistance & Tech Support	Online-remote assistance available for the lifetime of the instrument	Remote training, troubleshooting and diagnostics via Remote Connect, includes software upgrades and online tech support. All R&D and Manufacturing, are located in North America (Calgary, AB, Canada), with Customer Support sites in both Calgary and France.
Durability	<ul style="list-style-type: none"> •Extremely durable for heavy use •No moving parts •Zero MRO, upkeep, consumables, or life cycle costs 	Extremely durable and designed with high throughput in mind. The exterior of the instrument has been painted in solvent-proof paint and the touchscreen computer is resistant to extensive use and spillage. Computer can also easily be replaced by user.
Magnet	Most advanced technology arranged in Halbach array	Proprietary rare earth (NdFeB) permanent magnet design allows for market-leading compact footprint.
Magnet Life Cycle	30 years +	Tests indicate magnet is extremely stable and will not degrade for at least 30 years.
Stability	Very Stable	The 100PRO utilizes the most advanced technology to stabilize the magnet for consistent line widths.
Shimming	Auto- and manual-shimming available	Standby Mode shims while you are away (nights, weekends, lunch breaks) so the instrument is ready and shimmed when you are ready to use it. No shimming required between samples regardless of solvent or concentration.
Power Consumption	100-150 W (25-33% greener)	The 100PRO is a much greener instrument than others on the market, consuming 33-25% less power (100-150 W) than other systems (150-200 W).
File Compatibility	Mnova, NMRFX, ACD, TopSpin, Delta, Labview, SPINit, JCAMP-DX etc.	Software for the collection of NMR samples is pre-installed and is able to generate output files in standard .jdx format via USB or network. Files are compatible with all 3rd party software such as Mestre Lab Mnova, NMRFX Analyst, ACD/Labs Spectrus Processor, Topspin, Delta, Labview, SPINit, Matlab, Spinworks, etc. Standard license for NMR data processing software such as Mnova or ACD is included.
Connectivity	2x Ethernet, WiFi, 4x USB, HDMI	Ethernet/WiFi to map printers, network drives, and Remote Connect to Customer Service. Ethernet/WiFi to map printers, network drives, and Remote Connect to Customer Service. Four USB ports are available, two in the front for easy access, and two in the back for long term connections and Video-out HDMI for

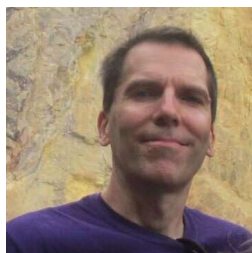
Optimal Thermal Control	External heat sink and side vents for built-in convection and conduction heat management	Advanced thermal control ensures the permanent magnets are always kept at ideal temperature, precise to 5 decimal places. Heat management ensures instrument stability and spectral consistency.
Stray Field	Less than 2 Gauss all around system	No need to remove wallet, keys, etc. when approaching the instrument.
Programming & API	Data export	Simple export of raw .jcampdx file, .csv or processed FID.
	Control of	Start and stop measurement using API interface.
	Experiment status	Query the number of scans completed while experiment is running.
	Parameter customization	All instrumental settings and experimental parameters can be fully modified and customized.
	Programming	100PRO's main GUI is written in Python. API implemented in gRPC compatible with 11 languages including Python and Java

Customer References

Nanalysis Corp. has hundreds of happy customers! Here is a small sample of what people have to say.

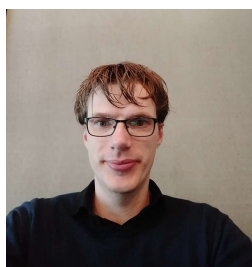
Contact info can be provided upon request.

Dr. Michael Tessmer, Southwestern College



"Purchasing an instrument is often a complex interplay of multiple criteria, including cost, quality, ease of use, and maintenance. For Southwestern College, the NMRReady-60e was the perfect match for our criteria, and we have no regrets about our choice."

Dr. Tjalling Canrinus, University of Groningen



"We had a 200 MHz NMR on the ground floor of our lab, which was used by first, second, and third-year students. Due to the pandemic, we couldn't accommodate the hundreds of students who used it. So, we bought the Nanalysis tabletop (benchtop) NMR and placed it on the same floor as our lab. This has helped us to speed up the process, and we highly recommend it to other labs that don't have the space for a full-sized NMR. The big green button and pricing were the key selling points for us."

Dr. Effie Sauer, University of Toronto



"What is different is students' enthusiasm (they really like getting to see what their own samples look like by NMR!), and their appreciation for what real (and often imperfect) spectra look like. They have a much better sense now for how solvent impurities or by-products can interfere with optimal results."

Read more here: <https://www.nanalysis.com/academic-testimonials>
<https://www.nanalysis.com/industrial-testimonials>

Get to know more people in academia and industry who love their Nanalysis instrument by visiting our website!

Key Benefits of the 100PRO

1. Superior performance compared to anything on market
2. Compact footprint with innovative ergonomic design
3. No routine maintenance
4. Engaging user-friendly interface, designed with you in mind



1. Superior performance compared to anything on market

The Nanalysis 100 MHz instrument offers 25% higher resolution/peak separation than competing products. This affords better peak separation and superior sensitivity, while still maintaining an accessible, all-in-one, easy-to-use footprint. Superior resolution and sensitivity ensure the highest quality spectra with optimal line shape. Convenient automated and standby shimming routines keep the instrument running at peak performance at all times.

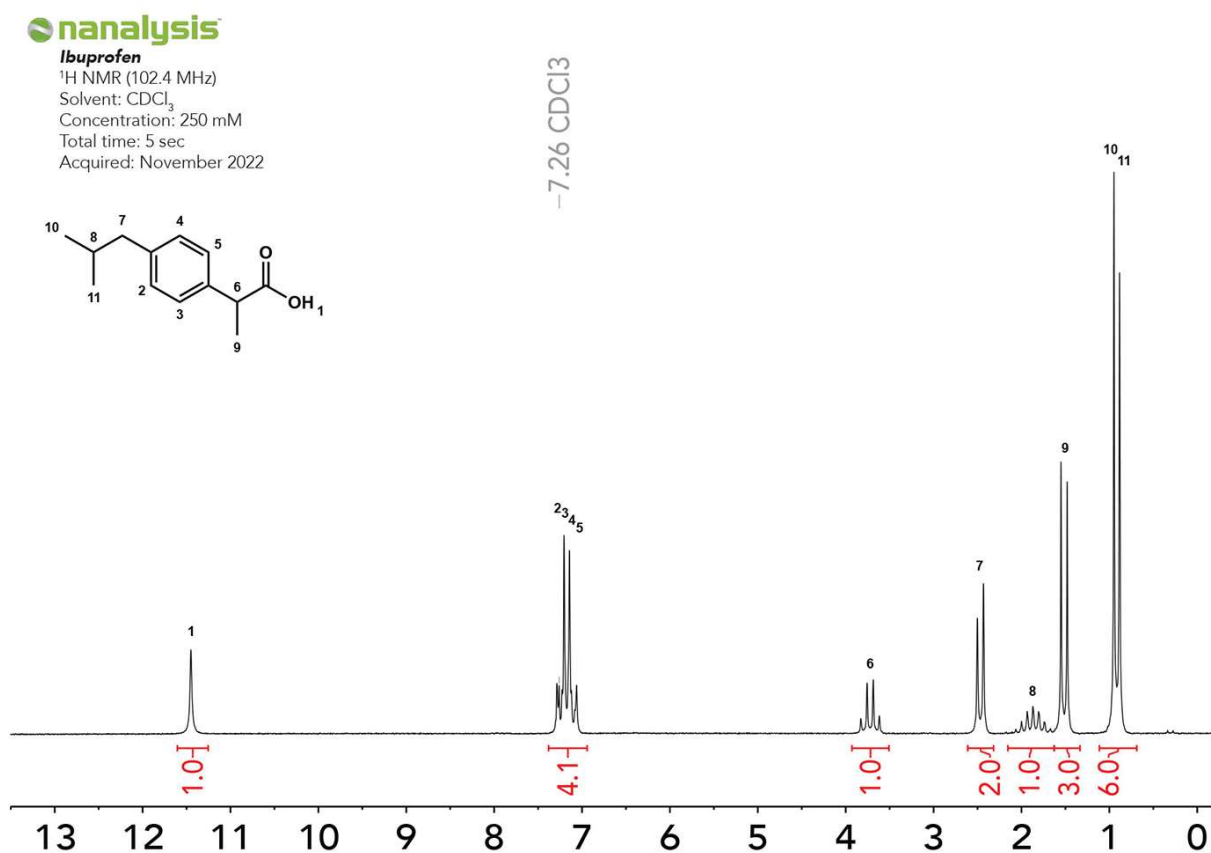


Figure 1. Superior ¹H spectral performance only available on the 100PRO.

See more ¹H spectra here: <https://www.nanalysis.com/nmr-spectra/1h100mhz>

See ¹⁹F spectra here: <https://www.nanalysis.com/nmr-spectra/19f100mhz>

Users can also easily obtain valuable ^{13}C spectra to further characterize complex organic molecules. In addition to coupled- and decoupled ^{13}C spectra, users can also employ DEPT pulse sequences, as well as 2D heteronuclear correlation experiments (HETCOR, HSQC, HMBC, etc.) to further elucidate molecular structure.

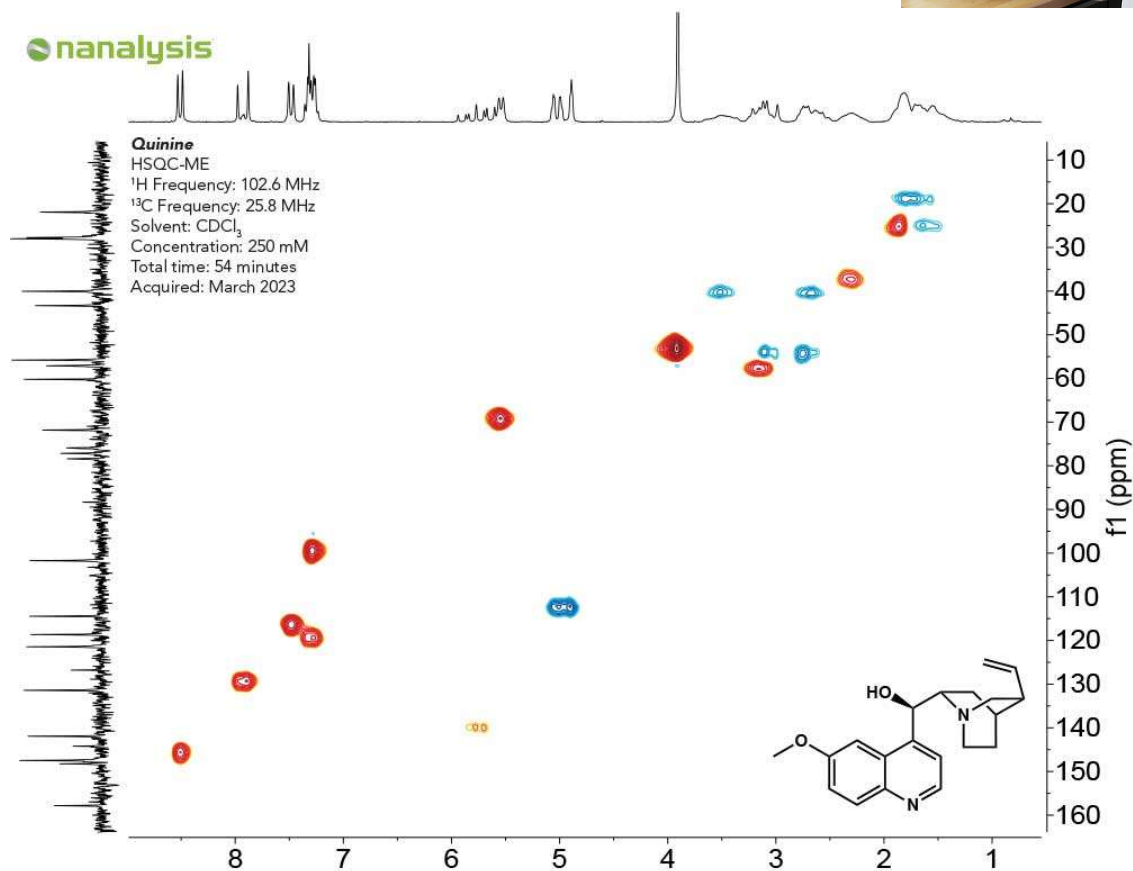


Figure 2. Excellent signal-to-noise ratio in $^{13}\text{C}\{^1\text{H}\}$ spectra allows for rapid collection of high-quality 2D heteronuclear correlations spectra like HSQC-ME above.

See ^{13}C spectra here: <https://www.nanalysis.com/nmr-spectra/13c100mhz>

See more spectra, including multinuclear (^{11}B , ^{31}P , etc.) and 2D examples, here:
<https://www.nanalysis.com/nmr-spectra>

2. Compact footprint with innovative ergonomic design

Our 100 MHz instrument is the next evolution in benchtop NMR spectrometers. It can be located on any bench with access to a wall plug-in. The tilt and swivel display provides optimal touchscreen access from any angle, whether sitting or standing. Easy access connection ports in both the front and rear of the spectrometer allow for easy data transfer. Nanalysis provides the only available all-in-one benchtop NMR spectrometer in its class. With the magnet, electronics, and the computer in a single enclosure it is a lightweight, easy-to-use instrument that can withstand the rigors of a busy laboratory environment. With the built-in touchscreen, no additional computer

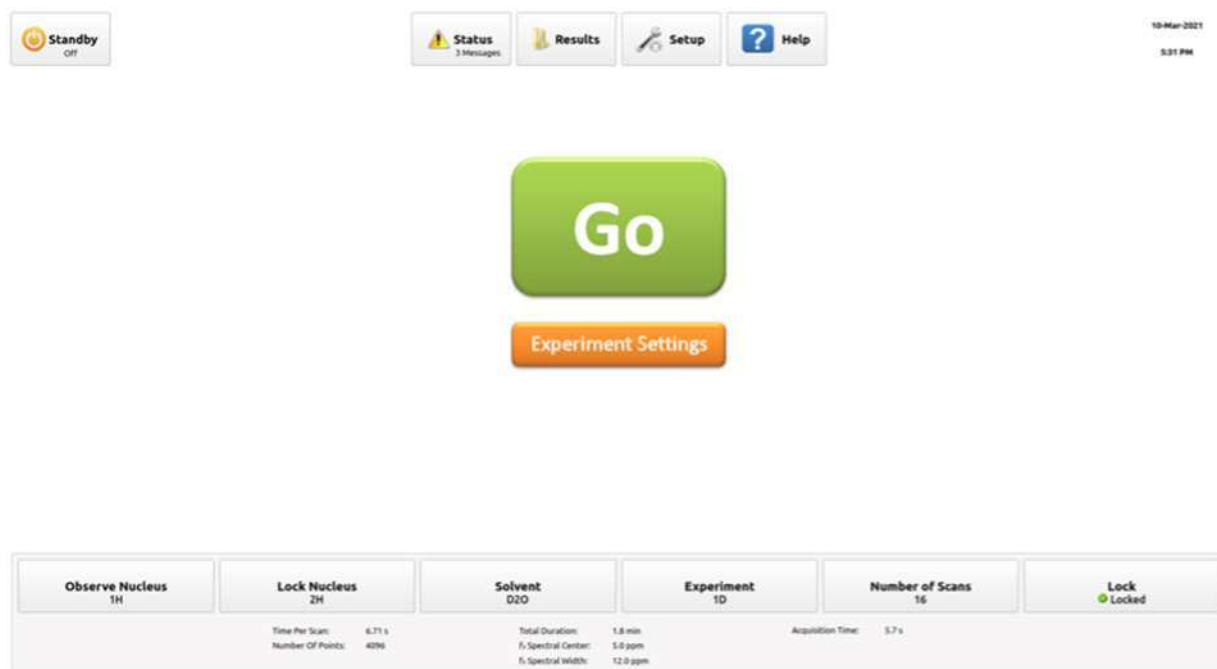


3. No routine maintenance

Neither liquid helium nor nitrogen are required, and the instrument requires only standard wall power to operate. There are no other siting requirements. No preventative maintenance is necessary as there are no moving parts. Standard sample preparation in any 5 mm NMR tube. Standby mode always keeps the instrument shimming when not in use, allowing for the user to instantly acquire data on their sample regardless of solvent or concentration.

4. Engaging user-friendly interface, designed with you in mind

With the same ease of use and all-in-one convenience that Nanalysis has pioneered, the 100 MHz brings a new level of power right to your benchtop NMR. Like the rest of the Nanalysis product line, the integrated touchscreen and innovative interface permits users to load standard experiments directly or modify key acquisition making the collection of 1D or 2D NMR data simple. The state-of-the-art software makes data analysis trivial with simple 1D, 2D, and multi-spectral processing parameters



About Nanalysis

Nanalysis Corp. was established in Calgary, Canada in 2009 with the vision to develop unique compact, high-resolution NMR spectrometers. After a few years of engineering development, Nanalysis successfully developed the first benchtop NMR spectrometer that could be used to supplement existing high-field technology. Today, this product is used by customers in more than 30 countries. (TSXV:NSCI, FRA:1N1, OTCQX:NSCIF)



Nanalysis HQ RS²D (part of Nanalysis Scientific)
4600-5th St. NE, Bay 1 13 Rue Vauban
Calgary, AB T2E 7C3 67450, Mundolsheim
Canada France



Latest News



CALGARY /CNW/ - Nanalysis is pleased to announce that it won the award for 'Best New Analytical Product' at the recent Nanotech Exhibition and Conference in Tokyo, Japan. Nanalysis was the only small-cap, non-Japanese company to win an award. The award, coupled with strong positive feedback from conference attendees, provided further validation for the market opportunity of benchtop NMR.

<https://www.newswire.ca/news-releases/nanalysis-wins-best-new-analytical-product-at-top-nanotechnology-exhibition-in-japan-877898592.html>



CALGARY /CNW/ - Nanalysis recently acquired a European company called RS2D which designs and builds cutting-edge electronics components for precision magnetic resonance instruments. This acquisition is meant to improve existing Nanalysis products, increase the range of available features, including a future release of gradient coil to improve solvent suppression and 2D pulsing programs, and provide us flexibility to expand our product line with the whole range of magnetic resonance products ranging from time domain, to low-field NMR, to high-field NMR and MRI.

<https://www.newswire.ca/news-releases/nanalysis-acquires-european-nmr-mri-company-832019379.html>

Multiple Awards for Best Practices



Best Practices Award, Global Portable NMR Company of the Year

“Nanalysis has properly engaged with customers to ensure it is providing the optimum value with its products and services. This, along with its market-leading size and usability, has provided Nanalysis with a clever opportunity to move NMR into non-traditional applications through in-house developments and working with third

Nanalysis has emerged as the most successful company in the compact NMR spectroscopy market with its 60 MHz product portfolio. Its ease of use is another key differentiating factor that makes it a unique solution. Customer testimonials have shown success factors as ease of use, time and money savings in industry, and a

To learn more about our awards and our white paper, see here:

<https://www.slideshare.net/FrostandSullivan/nanalysis-award-write-up>

<https://ww2.frost.com/news/press-releases/benchtop-nmr-expands-the-application-scope-of-spectroscopy-far-beyond-traditional-markets/>

<https://www.youtube.com/watch?v=GO8HGR2O10g>

Nanalysis Benchtop NMR Terms and Conditions

For valuable consideration, the receipt and sufficiency of which each party acknowledges the parties agree as follows:

- 1 *GENERAL: These terms and conditions (these "Terms") apply to the sale or supply of all products or systems (the "Products"), and the performance of all services (the "Services") by Nanalysis Corp. ("Nanalysis") to a customer (the "Customer") and will form a necessary part of any Offer or Agreement (as defined below) therefor. Customer's ordering of Products or Services from Nanalysis constitutes acceptance of these Terms, as amended from time to time through to the date of the Offer or Agreement. As used herein, "Agreement" means any written agreement for supply, distribution, sale, or license of any Products or Services entered into between Nanalysis and Customer, or any purchase order that is issued by Customer and accepted by Nanalysis; and "Offer" means any quote, quotation, proposal or offer provided to Customer by Nanalysis. Customer's receipt of Products or the commencement of Services will also constitute Customer's acceptance of these Terms. No waiver, consent, modification, amendment or change to these Terms shall be binding and these Terms shall prevail in the event of any conflict and/or inconsistency therewith, unless expressly agreed to in writing and signed by Nanalysis and Customer. Nanalysis' failure to object to terms contained in any subsequent communication from Customer will not be a waiver or modification of these Terms.*
- 2 *PRICE: Customer shall purchase the Products and Services at the price published by Nanalysis or quoted by Nanalysis' authorized representatives ("Price(s)"). Prices may be changed by Nanalysis at any time without notice. Prices are valid for thirty (30) days from the date published or quoted, unless otherwise stated in writing. Prices are subject to adjustment on account of specifications, quantities, shipment arrangements or other terms or conditions which are not part of the Offer or Agreement.*
- 3 *TAXES: All Prices are exclusive of harmonized sales tax, goods and services tax, provincial sales tax, value added tax, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Customer, unless otherwise stated in writing. If not included, customer shall be responsible for all such charges, costs and taxes*
- 4 *SHIPMENT AND PASSAGE OF TITLE: Unless otherwise mutually agreed upon in writing, shipment to Customer will be made Ex works. Shipment costs (including any insurance) shall be pre-paid by Nanalysis on behalf of Customer and included on Nanalysis' invoice to Customer.*

5 *DELIVERY: Nanalysis will use commercially reasonable efforts to meet delivery dates, but these dates are estimates only. In no event will Nanalysis be liable for any damages, consequential or otherwise, which are claimed to have been incurred by reason of delays in delivery of Products. If Nanalysis cannot deliver the Products for any reason beyond its control, including an act of God or of the public enemy or of the Customer, labour dispute, accident, riot, fire, transportation conditions, government action, war, pandemic, inability to secure adequate material or otherwise, then Nanalysis shall duly notify the Customer of its inability to perform and having done so, be relieved of its obligation to supply the Products without any liability whatsoever to the Customer thereto except the return of the amounts paid by the Customer.*

6 *TERMS OF PAYMENT: Customer shall pay all invoiced amounts due to Nanalysis within 30 days from the date of Nanalysis' invoice, unless otherwise stated in writing. Customer shall make all payments in US Dollars unless Nanalysis agrees otherwise in writing. Customer shall be charged a 4% processing fee if Customer uses a credit card to make any payment. If Customer fails to pay any amounts when due, Customer shall pay Nanalysis simple interest on all overdue amounts at a rate of 18% per annum (or the highest rate permitted by applicable law) calculated daily and compounded monthly. Customer shall reimburse Nanalysis for all costs incurred in collecting any late payments, including without limitation, legal fees on a full indemnity/solicitor-client basis. In addition, Nanalysis reserves the right, in its sole discretion, to require C.O.D. or secured payment terms from any Customer. Nanalysis may also refuse to sell or deliver to Customer any Products, or provide any Services, until all prior overdue accounts are paid in full.*

7 *CANCELLATION AND RETURNS: Customer may terminate, in writing, the purchase of Products prior to shipment, but in that event the Customer shall pay Nanalysis a cancellation charge of 20% of the Price to reimburse Nanalysis for its labour, material and overhead costs, and any other costs incurred by Nanalysis in the performance of the Offer or Agreement pursuant to these Terms. Returns will not be accepted, unless pre-approved in writing, by an authorized Nanalysis representative. Nanalysis may terminate the Offer or Agreement at any time, with immediate effect upon written notice to Customer, in the event that Nanalysis determines, in its sole discretion, that the Customer is no longer credit worthy or the prospect of payment by the Customer to Nanalysis for the product is or is about to be impaired.*

8 **WARRANTY:** *Nanalysis warrants that the Products will operate substantially in conformance with Nanalysis' specifications, which can change without notice, and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the time specified in the Offer or Agreement beginning on the date of delivery to Customer (the "Warranty Period", which may or may not include an extended warranty beyond a manufacturer's warranty).*

During the Warranty Period, Nanalysis will provide Customer with technical support via phone (1-855-NMREADY or 1-855-667-3239), via email (service@nanalysis.com), and via remote connection to the Product by Nanalysis technical service specialists. Customer will receive periodic updates to proprietary software and firmware in Nanalysis' sole discretion.

Nanalysis will offer, with the permission of the Customer, remote monitoring of the instrument and proactive troubleshooting. Customer acknowledges that Nanalysis intends its Products to receive remote monitoring as a preferred method of technical support. In the event Customer declines or is unable to accept remote monitoring, Nanalysis will provide a list of alternative methods and applicable costs of technical support.

In cases where it is determined that Customer's information technology (IT) infrastructure is insufficient to allow for remote monitoring provided by Nanalysis, Nanalysis will not be obligated to provide support to Customer to troubleshoot, update or upgrade Customer's IT infrastructure for this purpose.

Nanalysis is not obligated to provide support to Customer for third party equipment (e.g., printers, computers, monitors, keyboards, mice, terminals, and other devices such as tablets and smartphones) that Customer may wish to use with Nanalysis products.

In cases where the Products require field initiation and/or Customer's acceptance of performance testing at Customer's facility, initiation and/or performance testing must be conducted by a Nanalysis technical service specialist, a certified Nanalysis remote technical service specialist or a certified Nanalysis third party service provider, and Products shall be warrantied from the date of initiation or Customer's acceptance of performance testing, but in no case shall the Warranty Period begin more than sixty (60) days after delivery of Products from Nanalysis' production facility to the Customer.

Nanalysis will, at its option, repair or replace defective Products so as to cause the same to operate in substantial conformance with the said specifications during the Warranty Period, provided the Customer promptly notifies Nanalysis in writing upon the discovery of any defect and further provided that all costs of returning the defective Products to Nanalysis are in accordance with Section 12 below.

Replacement parts may be new or refurbished at the election of Nanalysis. All replaced parts shall become the property of Nanalysis. All expendable items are expressly excluded from the warranty under this Section 8.

If Nanalysis determines that Products for which Customer has requested warranty services are not covered by the warranty hereunder, Customer shall pay or reimburse Nanalysis for all costs of investigating and responding to such request at Nanalysis' then prevailing time and materials rates. If Nanalysis provides repair services or replacement parts that are not covered by the warranty

provided, Customer shall pay Nanalysis therefor at Nanalysis' then prevailing time and materials rates. Shipment to Customer of repaired or replacement products shall be made in accordance with the provisions of Section 4 above.

Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering of the Products performed by any person or entity other than Nanalysis without Nanalysis' prior written approval, or any use of replacement parts not supplied by Nanalysis, shall immediately void and cancel all warranties with respect to the affected Products. The obligations created by this Section 8 to repair or replace a defective Product shall be the sole remedy of Customer in the event of a defective Product. Except as expressly provided in this Section 8, Products are "as is" and Nanalysis disclaims all representations, warranties, conditions and guarantees whether express or implied, oral or written, with respect to the Products, including those of merchantability, fitness for any particular purpose, non-infringement and durability. Nanalysis does not warrant that the Products are error-free or will accomplish any particular result.

Nanalysis reserves the right to repair or replace a Customer's Product under warranty without extending the Warranty Period.

In cases where Nanalysis has updated, improved, or enhanced its Products such that repair or replacement of Customer's Products would provide updated, improved, or enhanced efficiency, safety, or other Customer benefit, Nanalysis reserves the right to repair or replace Customer's Products at any time, free of charge to the Customer in Nanalysis' sole discretion.

A Customer's Warranty Period is not transferable unless written authorization is obtained from

Nanalysis may assign to Customer a third party supplier's warranty to the extent the same is assignable. In no event shall Nanalysis have any obligation to make repairs, replacements or corrections , in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Customer or any third party, (iv) use of Products in a manner for which they were not designed, (v) causes external to the Products, such as power failure or electrical power surges, (vi) improper storage or transport of the Products or (vii) use of the Products in combination with equipment or software not supplied by Nanalysis.

#SPILL! INTELLECTUAL PROPERTY: Nanalysis exclusively owns all intellectual property and other rights in and to the Products and all designs, tools, patterns, drawings, information and equipment furnished to the Customer. Nanalysis shall, up to a limit of \$1,000,000 CAD, indemnify, defend and hold harmless the Customer with respect to any claims by a third party that allege infringement of such third party's intellectual property rights with respect to Customer's use of any Product provided that: (a) the Product was not supplied by a third party; (b) the Product was not made wholly or partially to the Customer's design or specification; (c) the Customer notifies Nanalysis promptly in writing about any potential claim; (d) the allegation of infringement does not arise due to the combined use of any Product and any third-party product; and (e) Customer grants Nanalysis authority, information and assistance (at Nanalysis' expense) for the defense of the same. If a court of competent jurisdiction finds that the Products infringe and the use of said infringing Product is enjoined, or if Nanalysis determines in its sole discretion there is a reasonable basis to, then Nanalysis shall, at its own expense and option, procure for the Customer the right to continue using said infringing Product, modify said infringing Product so it becomes non-infringing, or remove said infringing Product and refund the Price to the Customer. The foregoing states the entire liability of Nanalysis for patent infringements by the Products or any part thereof, or its operation.

INTELLECTUAL PROPERTY: Nanalysis exclusively owns all intellectual property and other rights in and to the Products and all designs, tools, patterns, drawings, information and equipment furnished to the Customer. Nanalysis shall, up to a limit of \$1,000,000 CAD, indemnify, defend and hold harmless the Customer with respect to any claims by a third party that allege infringement of such

10 COLLECTING PRODUCT FUNCTIONALITY DATA: From time to time, including before Customer's actual use, at Nanalysis' discretion, Nanalysis may request that Customer take steps to allow Nanalysis to remotely collect functionality data from a Product, to help optimize Product performance and enhance Customer experience. For clarity, functionality data does not include any data generated by customer's use of the Product.

11 ALTERNATIVE PRODUCT AND SERVICE: In cases where any Product or Service is quoted for a future delivery date but is unavailable ("Backordered Product or Service") Nanalysis reserves the right, in its sole discretion, to provide Customer with an alternative, substitute product or service ("Alternative Product or Service"). Customer may purchase the Alternative Product or Service at the price published by Nanalysis or quoted by a Nanalysis' authorized representative. Customer may either choose to keep the Alternative Product or Service or return the Alternative Product or Service when the Backordered Product or Service becomes available, at which time any additional amounts owing for the Backordered Product or Service will become due.

- 12 *SHIPMENT OF DEFECTIVE OR ALTERNATIVE PRODUCT: Customer shall ship defective Products or applicable Alternative Products back to Nanalysis within two (2) weeks of receiving return shipping labels from Nanalysis. If the applicable Products are not shipped to Nanalysis within the two (2) week period, additional charges to Customer shall apply at Nanalysis' sole discretion. Customer is responsible for providing all applicable Products to Nanalysis in the original product packaging. If Customer no longer has the original product packaging, in its sole discretion Nanalysis will invoice the Customer for any additional packaging costs required to return the applicable Products.*
- 13 *SECURITY INTEREST: Nanalysis reserves and Customer grants to Nanalysis a purchase money security interest in all Products until such time as Customer fully pays for such Products. Customer agrees to assist Nanalysis in taking the necessary steps to perfect and protect such security interest.*
- 14 *SOFTWARE: Any software incorporated in or forming a part of Nanalysis' Products ("Software") are licensed to Customer, not sold, and the words "purchase", "sell" or similar words mean "license". Notwithstanding anything to the contrary, Nanalysis or its licensor retains all rights and interest in the Software. Nanalysis hereby grants to Customer a royalty-free, non-exclusive, non-transferable license, without power to sublicense. Customer may use the Software solely for Customer's own internal business purposes on the hardware Products provided and may use the related documentation solely for Customer's own internal business purposes. This license terminates when Customer's lawful possession of the associated hardware Products provided ceases, unless earlier terminated as provided herein. Customer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the Software and related documentation provided. Customer may not disassemble, decompile or reverse engineer, copy, modify, enhance or consent. Nanalysis will be entitled to terminate this license if Customer fails to comply with any term or condition herein. Customer agrees, upon termination of this license, to immediately return to Nanalysis all Software and related documentation provided and all copies and portions thereof. Certain of the Software provided by Nanalysis may be owned by one or more third parties and licensed to Nanalysis. Accordingly, Nanalysis and Customer agree that such third parties retain ownership of and title to such Software. The warranty and indemnification provisions set forth herein shall not apply to software owned by third parties and provided hereunder.*

15 *NON-PERMITTED USES:*

Customer acknowledges that the Products may be subject to the export control laws and/or economic sanctions laws of Canada, the United States, the United Nations and other applicable jurisdictions. Customer certifies that it is not a restricted entity and does not fall under Canadian, United States of America, or United Nations sanctions. Customer represents and warrants that the Products will not be resold, re-transferred or re-exported or transhipped to other destinations or otherwise diverted to a use that differs from the purpose(s) set out in the Offer or Agreement, nor used for any of the following purposes:

Nuclear activities: This includes research on or development, design, manufacture, construction, testing, handling, operation, storage, detection, dissemination or maintenance of any nuclear explosive device, nuclear reactor, facility for fabrication, conversion, processing or storage of nuclear fuel, materials or components thereof, or other similar activities including any activity relating to maritime nuclear propulsion plants, their land prototypes and facilities for their construction, support or maintenance.

Chemical or biological weapons activities: This includes the design, development, production, handling, storage, detection, identification, stockpiling, dissemination or use of chemical or biological weapons or materials or equipment for use in such weapons.

Rocket systems activities: This includes the design, development, production, handling, operation, storage, maintenance or use of rocket systems including missiles capable of delivering chemical, biological, nuclear weapons or materials or equipment thereof, ballistic missile systems, space launch vehicles, sounding rockets, and unmanned air vehicles including cruise missile systems, target drones, and reconnaissance drones.

Military activities: This includes any activity with a military or defense organization or an entity owned or controlled by a military or defense organization.

16 *LIMITATION OF LIABILITY: Excluding the indemnity provided under Section 9 , the entire liability of Nanalysis under the Offer or Agreement and these Terms (whether by reason of breach of contract, tort, indemnification, or otherwise, but excluding liability of Nanalysis for breach of warranty (the sole remedy for which shall be as provided under Section 8 above)) shall not exceed the total Price paid by Customer to Nanalysis with respect to the Products giving rise to such liability. Notwithstanding anything to the contrary contained herein, in no event shall Nanalysis be liable to Customer for any indirect, special, consequential or incidental damages (including damages for loss of use of facilities or equipment, loss of revenue, loss of data, loss of profits or loss of goodwill), regardless of whether Nanalysis (a) has been informed of the possibility of such damages or (b) is negligent. Nanalysis assumes no liability for damages arising from the improper installation or improper use of its Products by Customer. By purchasing Nanalysis Products, Customer assumes all liability for damages which may result from misuse by the Customer's employees or other third parties.*

- 17 *MODIFICATIONS, WAIVER, LANGUAGE: These Terms may be modified and any provision may be waived upon written agreement signed by Nanalysis and Customer. Any variance from these Terms in any order or other written notification from Customer will be of no effect. All information in the Offer or Agreement and the Terms is confidential and proprietary to Nanalysis; the Customer will keep all such information confidential and will not permit the publication, release, disclosure or use of it without Nanalysis' prior written consent. The parties have required that this document and all instruments relating thereto be drawn in the English language.*
- 18 *GOVERNING LAW: These Terms shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada, and the Federal laws of Canada applicable therein, without the principles of conflicts of law.*
- 19 *ARBITRATION: All disputes arising in connection with the Offer or Agreement and these Terms or the Products or performance of the Services shall be resolved by final and binding arbitration in Calgary, Alberta, under the rules of the Canadian Arbitration Association. The arbitrators shall have no power to add to, subtract from or modify any of these Terms. Any award rendered in such arbitration may be enforced by either party in the courts of Alberta, Canada, to whose jurisdiction for such purposes Nanalysis and Customer each hereby irrevocably consent and submit.*
- 20 *ASSIGNMENT: Customer shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of Nanalysis. Any purported assignment or delegation in violation of this Section 20 is null and void. No assignment or delegation relieves Customer of any of its obligations under these Terms.*
- 21 *SEVERABILITY: If any term or provision of these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other terms or provisions of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.*
- 22 *NOTICES: Any notice required or authorized under these Terms to be given by either party shall be in writing and may be delivered in person, by courier or by email, and addressed to the addresses described in the Offer or Agreement or such other addresses whereby the parties have successfully exchanged correspondence in the past. Any notice given shall be deemed to be received on the date of delivery by person, by courier, or by email.*

Quotation

Quote Details:

Magritek Quote Number	332507-3	Payment Terms	50% on PO - 50% on Delivery, due in 30 days
Created Date	10/4/2024	Delivery	UCC - FOB Destination - Freight Prepaid
Expiration Date	12/31/2024	Estimated Lead Time from POA	16 Weeks

Your Contact Details:

Name	Jason Maxwell	Phone	(925) 424-1331
Mailing Address	3000 Campus Hill Drive Livermore, California 94551 United States	Email	jmaxwell@laspositascollege.edu

Your Organization Details:

Account Name	Las Positas College
Billing Address	3000 Campus Hill Drive Livermore, California 94551 United States

Our Contact Details:

Prepared By	Ryan Blough	Phone	(855) 667-6835
Title	Technical Sales	Email	ryan@magritek.com
Company Name	Magritek Inc		

Magritek Inc. Company Information:

EIN / Fed Tax ID: 80-0954821
 DUNS: 079439189

Product Code	Product Description	Sales Price	Quantity	Total Price
	SPINSOLVE 80 CARBON (1H and 13C) - Proton Frequency 80 MHz (1.9 Tesla) - Spectral Resolution @ 50/0.55/0.11% signal height < 0.4/15/30 Hz - Sensitivity (SNR) > 200:1 for 1% Ethylbenzene - Operating Temperature Range: 18 - 28 °C (65 - 82 °F) - External lock - No deuterated solvents required - 3D PFG for gradient-selected (gs) sequences - Uses 5 mm tubes - Weight 72 kg (158lb) - Dimensions 58 x 43 x 40 cm (23" x 17" x 16") (D x W x H) - Stray Field < 2 Gauss Outside the system Permanent Spinsolve Software license, including the protocols: - 1D Proton (1H) with C-Decoupling - T1 and T2 Relaxation			

SP80HFC	- 2D gs-COSY, gs-TOCSY, gs-JRes, gs-ROESY - 1D Carbon NOE with H-Decoupling - DEPT with H-Decoupling - APT with H-Decoupling - 2D gs-HSQC, gs-HSQC-ME, gs-HMQC, gs-HMBC, and gs-HETCOR - Reaction Monitoring - Advanced Autosim - Queue Manager Accessories included: - Sample Holder/Depth Gauge - Shim Sample - 100 NMR Tubes - Manual	USD 119,900	1.00	USD 119,900
SPSSP	Solvent Suppression Package including: - PRESAT - WET - WET-T2 Filter - WET-2D-gsCOSY	USD 2,750	1.00	USD 2,750
SPEDM	SPINSOLVE EDUCATIONAL MANUAL Chemistry Education Experiment Manual	USD 300	1.00	USD 300
SPWAR1Y	SPINSOLVE FIRST YEAR WARRANTY One year parts and labor with return to factory for the full offered package.	USD 0	1.00	USD 0
SPINREMINST	REMOTE INSTALLATION AND TRAINING Customer performs the installation with remote assistance from Magritek support engineer.	USD 0	1.00	USD 0
SPSHIP	Shipping from Magritek factory to destination, including insurance.	USD 900	1.00	USD 900
SPACDISC	DISCOUNT FOR ACADEMIC CUSTOMERS	USD -20,850	1.00	USD -20,850

Totals:

Subtotal	USD 103,000
Total Price	USD 103,000

Quote does not include sales taxes.

Additional notes:

The quote is applicable to sales tax of 10.25%. Estimated total cost = \$113,558.00.

MAGRITEK TERMS AND CONDITIONS OF TRADE

By accepting this quotation the customer confirms that he/she has carefully read, understood and accepted Magritek's Terms and Conditions of Trade and understands that the order is made on the basis of them.

Terms and Conditions of Sale
1. Definitions

“Contract” means the contract for sale by Magritek to the Customer of the goods and/or services formed in accordance with clause 2.

“Customer” means the purchaser of goods or services from Magritek.

“Magritek” means Magritek Inc.

“Purchase Order Acceptance” or “POA” means the written acceptance of a Customer’s order issued by Magritek.

“Terms and Conditions” mean these Terms and Conditions of Sale, as amended from time to time by Magritek.

“Warranty Period” means the period of 1 year from the date of delivery of the goods or, where the goods are installed by Magritek, 1 year from the date that installation is complete, or such other period as is expressly stated in the POA.

2. Formation and terms of Contract

2.1. No Contract shall come into existence until Magritek accepts a Customer’s order for goods or services by issuing a Purchase Order Acceptance.

2.2. These Terms and Conditions shall be incorporated into every Contract, except to the extent expressly varied in a Purchase Order Acceptance.

2.3. These Terms and Conditions prevail over any other terms and conditions stipulated or referred to by the Customer.

3. Quotations

3.1. A quotation does not give rise to a binding contract between the Customer and Magritek.

3.2. Unless otherwise stated in writing or withdrawn, a quotation is valid for a period of ninety (90) days from the date of the quotation.

3.3. The Customer acknowledges and agrees that a quotation is based on information provided by the Customer. The Customer is solely responsible for the accuracy of any information so provided.

3.4. If the Customer notifies Magritek of any change to its information or to the goods or services required by the Customer after the date of the quotation, Magritek may withdraw and replace the quotation.

4. Price

4.1. The price shall be increased by the amount of any GST and other taxes and duties which may be applicable except to the extent that such taxes and duties are expressly included in any POA.

4.2. The Customer acknowledges that it is liable for :

4.2.1 All shipping charges and taxes and duties (such as import and customs duties) not expressly included in the POA; and

4.2.2. The price of the goods notwithstanding any delay or other difficulty relating to the import of the goods arising from a breach by the Customer of the Contract (including non-payment of any taxes and duties referred to in clause 4.2.1).

5. Customer’s obligations

5.1. The Customer is responsible for obtaining, at its cost, every necessary or prudent authorization (including licences, permits and consents) to buy, import, possess or use import any goods or services supplied or provided by Magritek.

5.2. If the Contract provides for installation of goods by Magritek, the Customer shall provide suitable premises, necessary services and amenities for the safe and lawful installation of the goods by Magritek’s staff as specified in writing by Magritek. If the Customer does not comply with its obligation under this clause 5.2, the Customer will be liable for, and Magritek may charge the Customer for, the lost time of Magritek’s staff.

6. Terms of Payment

6.1. The Customer must pay the purchase price for the goods or services within 7 days of the issue of the POA, unless Magritek, at its sole discretion, decides to permit:

6.1.1. the Customer to pay a deposit (of such amount as Magritek determines) within 7 days of the issue of the POA and the balance in full within 30 days of the date of Magritek’s invoice; or

6.1.2. the Customer to pay the purchase price in full within 30 days of the date of Magritek’s invoice.

6.2 If clause 6.1.1 or 6.1.2 will apply, Magritek will use commercially reasonable efforts to notify the Customer of the proposed payment terms either in Magritek’s quotation or prior to the Customer placing its order.

6.3. Magritek will issue its invoice upon the goods being shipped or on completion of the performance of the services (as the case may be).

6.4. The Customer authorises Magritek to obtain such reports from a credit reporting agency relating to the Customer and any guarantors as Magritek considers necessary.

6.5. Payments shall be made by telegraphic transfer/Swift MT103 or by provision of a Letter of Credit. Bank account details for payment are detailed in the Invoice and on Magritek’s website.

6.6. Any Letter of Credit must be in the standard format provided by Magritek, a copy of which is on Magritek’s website, and will incur an additional processing fee. Details of the relevant Letter of Credit fees are contained on Magritek’s website.

6.7. All sums not paid when due shall accrue interest daily at the rate which is 2% per annum above the rate charged by Magritek’s bankers for unsecured overdraft facilities as at the due date for payment on the unpaid balance until paid in full or, if lower, the maximum rate allowable by law.

7. Delivery

7.1. Goods will be delivered DAP (Delivery at Place) (Incoterms 2010) to the destination agreed between the Customer and Magritek.

7.2. Magritek will use commercially reasonable efforts to cause the goods or services to be delivered to the Customer by the date specified in the POA. However, any dates so stated are estimates only, and Magritek does not guarantee a particular delivery date. Magritek shall not be liable for any delay in delivery of the goods or services, however caused, and a failure to delivery by a particular date shall not entitle the Customer to cancel its order.

7.3. Goods will be packed for shipment in accordance with Magritek’s standard practices.

8. Risk and Property

8.1. Until payment has been made of the price for the goods and other monies due by the Customer to Magritek's title to the goods shall remain Magritek's and the Customer shall hold the goods as Magritek's fiduciary agent and bailee, stored separately from those belonging to the Customer and properly labelled, protected, treated and insured.

8.2. The Customer acknowledges that Magritek shall have a security interest in the goods and any proceeds of the goods (both being "Collateral") until such time as payment in full has been made (as set out in clause 8.1) and the following provisions shall apply with respect to the Collateral until such payment in full:

8.2.1. Magritek may at any time file a financing statement in respect of all or any of the Collateral and the Customer waives its right to receive a copy of a verification statement in respect of any financing statement;

8.2.2. the Customer will, at Magritek's request, provide all information necessary to enable Magritek to perfect its interest in the Collateral;

8.2.3. the Customer will not sell or dispose of any of the Collateral or permit any other person to have or obtain a security interest in any of the Collateral;

8.2.4. if the Customer is in breach of any of its obligations in respect of the Collateral:

8.2.4.1. it will promptly upon receiving a written request from Magritek, at its own cost and expense, deliver all or any of the Collateral to Magritek at such place or places as Magritek directs; and

8.2.4.2. if the Customer fails to deliver any of the Collateral as required under these Terms, Magritek may at any time, either itself or through an authorised agent, enter into any place where the Collateral is located and remove the Collateral.

9. Acceptance of Goods and Services

9.1. Where the Customer is responsible for installing the goods or where the goods do not require installation, the Customer shall inspect and test the goods within 7 days of delivery, and shall give Magritek written notice of any damage or claim within that period.

9.2. Where Magritek is responsible for installing the goods, the Customer shall:

9.2.1. not open any package containing the goods; and

9.2.2. inspect the outside of the packaging when received and make notes to the shipping receipts if any damage is found and report that damage to Magritek; and

9.2.3. inspect and test the goods within 7 days of the completion of the installation services, and give Magritek written notice of any damage or claim within that period.

9.3. Unless the Customer notifies Magritek in writing of any claim or damage within the period set out in clauses 9.1 or 9.2, the goods and services shall be deemed to have been accepted by the Customer as being in good condition and in accordance with the Contract.

10. Returns

10.1. The goods are sold on the basis that there is no right of return.

10.2. Notwithstanding clause 10.1, Magritek may, in its sole discretion, accept a return of goods if:

10.2.1. the Customer requests that Magritek accept a return of the goods within 30 days of delivery;

10.2.2. the goods in question are part of Magritek's usual stock-in-trade and are not custom made;

10.2.3. the goods are in the same condition as when delivered; and

10.2.4. the Customer agrees to pay all costs in relation to the return of the goods.

11. Intellectual Property and Software Licence

11.1. The Customer acknowledges and agrees that all intellectual property rights in the goods or services supplied by Magritek (including in any software and in any documentation supplied) are and remain the property of Magritek. Nothing in these Terms and Conditions confers any rights of ownership in such intellectual property on the Customer.

11.2. Without limiting clause 11.1, any documentation supplied by Magritek ("Magritek Documentation") may not be copied, reproduced, modified or disclosed to any third party without the prior written consent of Magritek.

11.3. The Customer acknowledges that its use of any software included in or provided with the goods or services is subject to the terms of the Software License Agreement, a copy of which is on our website

<https://magritek.com/about-us/software-license-agreement/>, and the terms of which Customer hereby accepts, or, in the case of third party software, the software licence provided with the software,.

11.4. The Customer must:

11.4.1. take all reasonable steps to ensure the confidentiality of the Magritek Documentation until it is in the public domain;

11.4.2. ensure that its officers, employees and agents do not disclose or copy any part of the Magritek Documentation, except as permitted by this clause;

11.4.3. not transfer, assign or otherwise deal in the Magritek Documentation; and

11.4.4. notify Magritek in writing immediately if the Customer has knowledge of any circumstances that may suggest that any person may have unauthorised knowledge, possession or access to the Magritek Documentation.

12. Warranty and indemnity

12.1. Subject to clause 12.2, Magritek warrants to the Customer that the goods manufactured and supplied by Magritek will continue to perform to the same standard as the goods performed when tested by Magritek for the Warranty Period.

12.2. Magritek will not be liable for breach of the warranty in clause 12.1 where the failure to comply with the warranty results from:

12.2.1. damage (whether accidental or otherwise) to the goods occurring after delivery to the Customer;

12.2.2. any failure to use, store or maintain the goods in accordance with any written instructions provided by Magritek (including in any product manual);

12.2.3. any unauthorised alteration of or modification to the goods by the Customer or any third party;

12.2.4. any attempt by any person other than Magritek personnel or any person authorised by Magritek, to adjust, repair or

support the goods;

12.2.5. the use of the goods in combination with parts, components, equipment, programs or services not authorised by Magritek;
12.2.6. the use of the goods other than in the operating environment recommended by Magritek or otherwise than in accordance with Magritek's directions.

12.3. If any goods fail to comply with the warranty in clause 12.1 during the Warranty Period, Magritek's liability to the Customer is limited to replacement or repair (at Magritek's sole discretion) of the relevant goods.

12.4. The Customer shall be responsible for delivering the goods the subject of the warranty to Magritek at the Customer's cost.

12.5. If the goods are found by Magritek to be defective, Magritek will reimburse the Customer for the costs of delivery of the goods to Magritek, and ship the repaired or replacement goods to the Customer at Magritek's cost; and not to be defective, Magritek will ship the goods to the Customer at the Customer's cost.

12.6. Except for the warranties expressly set forth in these terms and conditions, Magritek makes no other warranties regarding the products and services and hereby disclaims any and all such other warranties, express, implied or statutory, including but not limited to any warranties or merchantability, fitness for a particular purpose, or against infringement, which are all hereby excluded. The remedies set forth in clause 12.3 are Customer's sole and exclusive remedies for breach of the warranties set forth in this clause 12 and Magritek's sole and exclusive obligation regarding any breach of such warranties.

12.7. The warranty set out in clause 12.1 does not apply to goods manufactured by third parties and supplied to the Customer by Magritek ("Third Party Products"). To the extent permitted by law, Magritek makes no warranties or representations about, and disclaims any and all liability relating to, any Third Party Product. Any inquiries or claims should be directed to the Third Party Product manufacturer.

12.8. Subject to clause 14, Magritek hereby agrees to defend and indemnify the Customer against, and hold the Customer harmless from and against, all third party actions, proceedings, claims, demands, costs and expenses (including reasonable attorneys' fees) howsoever suffered or incurred by the Customer as a result of any breach of the Contract by Magritek.

13. Customer warranties and indemnity

13.1. The Customer warrants and represents that:

13.1.1. the information provided in support of any application by it for a credit account is complete and accurate; and

13.1.2. it is buying the goods or services for its own use and not for re-sale to any person.

13.2. Subject to clause 14, the Customer hereby agrees to defend and indemnify Magritek against, and hold Magritek harmless from and against, all third party actions, proceedings, claims, demands, costs and expenses (including reasonable attorneys' fees) howsoever suffered or incurred by Magritek as a result of any breach of the Contract by the Customer.

14. Limitation of liability

Except for Magritek's indemnity obligations, in no event shall Magritek's liability to customer exceed the amount paid to Magritek by Customer for the products and services giving rise to such liability. In no event will Magritek be liable for lost profits, loss of use, loss of data, cost of procurement of substitute goods or services, or any other special, incidental, indirect, or consequential damages, however caused, and on any theory of liability, whether for breach of contract, tort (including negligence and strict liability), or otherwise. These limitations shall apply whether or not Magritek has been advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy. The parties acknowledge that the purchase price was determined based upon the foregoing limitation of liability.

15. Force Majeure

15.1 Magritek is not in breach of the Contract and is not liable for any delay or reduction in providing the goods or services (or inability to provide the goods or services) caused by any Force Majeure Event.

15.2. In this clause, a Force Majeure Event means an event or circumstance beyond Magritek's reasonable control, including fire, floods, storms, tempest, earthquake or other act of God, any act of a public enemy, war, riot, terrorism, acts of civil or military authority, any act of a person engaged in subversive activity or sabotage, epidemics or quarantine restrictions, failure or defect of electrical power or telecommunications connections or services, prohibition or restrictions on the import or export of goods or services, industrial and labour disputes or stoppages or any act or omission (including laws, regulations, disapprovals or failures to approve) of any governmental agency.

16. Governing Law; Attorneys' Fees

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Pennsylvania and the United States, excluding conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any suit hereunder will be brought in the federal or state courts with jurisdiction to hear such suits located in Philadelphia, PA. Magritek and Customer consent to personal jurisdiction of such courts and waive any objection to venue in such courts. The parties consent to enforcement of any judgment rendered in the United States. If an action is commenced to enforce or interpret any of these Terms and Conditions, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses, in addition to any other relief to which the prevailing party may be entitled.

17. General

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, then that provision will be read down or severed and that invalidity or unenforceability does not affect the validity or enforceability of the remaining terms.