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 Canada

Quotation number :- 7154/F  
 Appel d'offres S-0147-05

September 6, 2005

### QUOTATION

| ITEM | DESCRIPTION  | \$PRICE |
|------|--|---------|
|      | <a href="#">Option 1: 16/18 magnet and associated equipment</a>  |         |
| 1    | <p><b>MF150</b> S16/18/52/13 superconducting magnet for INTEGRA systems:</p> <ul style="list-style-type: none"> <li>• 18 T at 2.2 K, 16 T at 4.2 K guaranteed field</li> <li>• Homogeneity 0.1% over a 10 mm dsv</li> <li>• Magnet cold bore 52 mm diameter</li> <li>• Operating current approximately 120 A</li> <li>• Fitted with superconducting switch</li> <li>• Stability in persistent mode 1 part in 10<sup>4</sup>/hr</li> <li>• 10 V resistor/diode protection circuit</li> </ul> <p><b>Note:</b> The offer assumes that no static or structural steel is within a distance of 1.7 m and that no moving steel is within 2.5 m of the field centre. OIS should be advised if any such magnetic material exists which may result in a change of specification, price and delivery. If in doubt please ask.</p> |         |
| 2    | <p><b>CANC16/18</b> cancellation coil for S16/18/52/13 magnet</p> <ul style="list-style-type: none"> <li>• Cancellation coil to reduce field to less than 100 gauss over a volume 50 mm diameter x 50 mm long centred on the base of the mixing chamber</li> <li>• Wound in series with main magnet</li> </ul>   |         |

3 **DE100** SMD10/15/VS/EX and MSSSMD10LPF for INTEGRA systems.

Vapour shielded dewar:

- 250 mm neck diameter.
- Usable LHe volume approx. 63 litres.
- LHe consumption less than 575 cm<sup>3</sup>/hr (with zero flow through insert).

Magnet support system including:

- Fixed vapour cooled magnet current leads.
- Cryogenic services.
- Manually operated lambda point refrigerator.

**Note:** This cryostat must be chosen in conjunction with either a magnet (**MFnnn**) or zero field (**CRnnn**) option.

**Note:** Lambda point refrigerator control wiring only supplied with (**MFnnn**) magnet option.

**Note:** The usable LHe volume is stated for the case when no insert is present. This volume will be reduced by the addition of an insert. The insert may also raise the effective 'MIN LHe LEVEL' from that shown in A270121. See Sales Illustrations for Complete System Examples.

**Note:** LHe consumption quoted with zero flow through insert and with zero current in magnet current leads.

Note: integration of the dewar/magnet system and mechanical fit to equipment other than that supplied by Oxford Instruments cannot be guaranteed.

4 **EPSLPF** pumping system for Lambda point refrigerator comprising:

- 65 m<sup>3</sup>/hr rotary pump
- Base pressure 1 mbar
- 2 m long flexible pumping line and valve

5 **IPS120-10** superconducting magnet power supply:

- $\pm 120$  A output current
- $\pm 10$  V output voltage
- Current setting to 1 mA from the front panel, 0.1 mA via the computer interface
- Bipolar operation
- Current stability of  $\pm 3$  mA/°C
- RS232 and IEEE interfaces
- Switch heater control
- Digital display of field or current as required
- Auto rundown facility.
- Instrument case and 6 m current leads

- 6 **ILM210** single liquid helium level meter and probe:
  - Sensing method: superconducting wire
  - Probe maximum length 1 m, diameter 4.8 or 9.5 mm
  - Variable sample rate for helium level (5 s to 33 hr)
  - Low level fill indicators for auto-fill systems
  - Audible low level alarm
  - Digital display
  - Display units: percent
  - Display resolution 0.1%
  - RS232 interface
  
- 7 **TTN2FDH** flexible liquid helium transfer tube with demountable coupling:
  - 2 x vertical legs, 1 m long x 9.5 mm diameter, 1.5 m long x 9.5 mm diameter
  - Flexible horizontal section, 1.5 m long including demountable coupling for ease of use
  - Fitted with standard evacuation port
  
- 8 **Extended Warrantee Option:** extends standard 1 year warrantee to 3 years parts and labor
  
- 9 **Installation:** An Oxford service engineer will assemble, leak test, cooldown and demonstrate the equipment operation at your facility. Customer is expected to provide all liquid cryogenes, and suitable electrical and mechanical services.
  - Quench test of magnet on site included
  - Installation cost assumes existing customer equipment is in proper working order

|  |                   |
|--|-------------------|
| <b>Sub-Total (items 1 – 9 inclusive)</b>                         | <b>\$246,155</b>  |
| <b>CFI Discount</b>  | <b>(\$49,231)</b> |
| <b>Educational Discount:</b>                                     | <b>\$0</b>        |
| <b>Sub-total (items 1 – 9 inclusive)</b>                         | <b>\$196,924</b>  |
| <b>Estimated Ship Cost from Montreal Airport to U Sherbrooke</b> | <b>\$500</b>      |
| <b>Total:</b>  | <b>\$197,424</b>  |

## Option 2: 15/17 magnet and associated equipment

- 10 **MF140** S15/17/52/13 superconducting magnet for INTEGRA systems:
- 17 T at 2.2 K, 15 T at 4.2 K guaranteed field
  - Homogeneity 0.1% over a 10 mm dsv
  - Magnet cold bore 52 mm diameter
  - Operating current approximately 120 A
  - Fitted with superconducting switch
  - Stability in persistent mode 1 part in 10<sup>4</sup>/hr
  - 10 V resistor/diode protection circuit
- Note:** The offer assumes that no static or structural steel is within a distance of 1.5 m and that no moving steel is within 2.3 m of the field centre. OIS should be advised if any such magnetic material exists which may result in a change of specification, price and delivery. If in doubt please ask.
- 11 **CANC15/17** cancellation coil for S15/17/52/13 magnet
- Cancellation coil to reduce field to less than 100 gauss over a volume 50 mm diameter x 50 mm long centred on the base of the mixing chamber
  - Wound in series with main magnet
- 12 **DE100** SMD10/15/VS/EX and MSSSMD10LPF for INTEGRA systems.  
Vapour shielded dewar:
- 250 mm neck diameter.
  - Usable LHe volume approx. 63 litres.
  - LHe consumption less than 575 cm<sup>3</sup>/hr (with zero flow through insert).
- Magnet support system including:
- Fixed vapour cooled magnet current leads.
  - Cryogenic services.
  - Manually operated lambda point refrigerator.
- Note:** This cryostat must be chosen in conjunction with either a magnet (**MFnnn**) or zero field (**CRnnn**) option.
- Note:** Lambda point refrigerator control wiring only supplied with (**MFnnn**) magnet option.
- Note:** The usable LHe volume is stated for the case when no insert is present. This volume will be reduced by the addition of an insert. The insert may also raise the effective 'MIN LHe LEVEL' from that shown in A270121. See Sales Illustrations for Complete System Examples.
- Note:** LHe consumption quoted with zero flow through insert and with zero current in magnet current leads.

Note: integration of the dewar/magnet system and mechanical fit to equipment other than that supplied by Oxford Instruments cannot be guaranteed.

- 13 **EPSLPF** pumping system for Lambda point refrigerator comprising:
- 65 m<sup>3</sup>/hr rotary pump
  - Base pressure 1 mbar
  - 2 m long flexible pumping line and valve
- 14 **IPS120-10** superconducting magnet power supply:
- $\pm 120$  A output current
  - $\pm 10$  V output voltage
  - Current setting to 1 mA from the front panel, 0.1 mA via the computer interface
  - Bipolar operation
  - Current stability of  $\pm 3$  mA/ $^{\circ}$ C
  - RS232 and IEEE interfaces
  - Switch heater control
  - Digital display of field or current as required
  - Auto rundown facility.
  - Instrument case and 6 m current leads
- 15 **ILM210** single liquid helium level meter and probe:
- Sensing method: superconducting wire
  - Probe maximum length 1 m, diameter 4.8 or 9.5 mm
  - Variable sample rate for helium level (5 s to 33 hr)
  - Low level fill indicators for auto-fill systems
  - Audible low level alarm
  - Digital display
  - Display units: percent
  - Display resolution 0.1%
  - RS232 interface
- 16 **TTN2FDH** flexible liquid helium transfer tube with demountable coupling:
- 2 x vertical legs, 1 m long x 9.5 mm diameter, 1.5 m long x 9.5 mm diameter
  - Flexible horizontal section, 1.5 m long including demountable coupling for ease of use
  - Fitted with standard evacuation port
- 17 **Extended Warranty Option:** extends standard 1 year warranty to 3 years parts and labor

18 **Installation:** An Oxford service engineer will assemble, leak test, cooldown and demonstrate the equipment operation at your facility. Customer is expected to provide all liquid cryogenes, and suitable electrical and mechanical services.

- Quench test of magnet on site included
- Installation cost assumes existing customer equipment is in proper working order

|  |                   |
|--|-------------------|
| <b>Sub-Total (items 10 – 18 inclusive)</b>                       | <b>\$167,808</b>  |
| <b>CFI Discount</b>  | <b>(\$33,562)</b> |
| <b>Educational Discount:</b>                                     | <b>\$0</b>        |
| <b>Sub-total (items 10 – 18 inclusive)</b>                       | <b>\$134,246</b>  |
| <b>Estimated Ship Cost from Montreal Airport to U Sherbrooke</b> | <b>\$500</b>      |
| <b>Total:</b>  | <b>\$134,746</b>  |

**OPTIONAL ITEMS/SYSTEM ACCESSORIES**

|    |   |          |
|----|---|----------|
| 9  | <p><b>OXSOFT</b> Oxford Instruments LabVIEW® system control software with virtual instrument drivers and interface cabling (Isobus master and Isobus slaves) to Oxford Instruments electronics<br/>         To run OXSOFT on a PC, the requirements are :</p> <ol style="list-style-type: none"> <li>1) 500MHz (slower processors will work, but less efficiently)</li> <li>2) 200 MBytes free hard disk space</li> <li>3) 64MBytes RAM (preferably 128 or more - better efficiency)</li> <li>4) LabVIEW 5 or later</li> <li>5) Windows 95, 98, 2000, NT, XP</li> <li>6) Interfaces are either standard RS232 (Com ports) for ISOBUS or GPIB cards from National Instruments</li> <li>7) CD drive to read the software from a CD</li> </ol> | \$1,181  |
| 10 | <p><b>LPC</b> automatic lambda point refrigerator controller including 65 m<sup>3</sup>/hr pump, 2 m long flexible pumping line and valve, stepper motor with controller and pressure transducer</p>  | \$10,393 |
| 11 | <p><b>EC3</b> electronics cabinet, 12U high</p>   | \$2,303  |

**NOTE: ALL OXFORD INSTRUMENTS EQUIPMENT ARE CSA APPROVED**

All prices are US Dollars (excluding TVQ and TPS) and  
DDU Customs Broker Montreal Airport

|                       |   |  |
|-----------------------|---|--|
| Terms of Payment      | : | 30% invoiced on order, the<br>remainder at 30 days nett      |
| Validity of Quotation | : | Dec 31, 2005   |
| Estimated Delivery    | : | 8 months from receipt of<br>order<br>6 months for (option 2) |

Signed,

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Superconductivity  
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## Note on Stray Magnetic Field and Siting Issues

The effects of stray magnetic fields on system performance and the environment can often require complex finite element modelling. The following information is provided as a guideline only.

### Static Steel

The presence of steel in close proximity to the magnet can cause two possible problems; Excess force on the cryostat components leading to damage to the magnet support system or poor cryogenic performance.

Perturbations of the magnetic field leading to poor homogeneity.

In order to avoid these problems it is necessary to ensure that there is no structural steel within the 30 gauss field contour. This distance can be determined from the system stray field plot. Items such as steel beams or pillars and concrete reinforcing can cause problems, in particular any non-symmetric steel in the structure.

It is possible that steel in the building will become magnetised and cause areas of increased field at some distance from the system, in particular steel beams may cause increased field areas in adjacent rooms that may affect VDU's.

### Moving Steel

The effect of moving steel can be the same as detailed above with the added problem of field disturbances that may be visible in experimental results. Objects such as vehicles or elevators should be well outside the 1 gauss contour. Large steel equipment, such as gas bottles or pallet trucks, should be kept well outside the 10 gauss contour, movement of this equipment should be controlled as even at this distance effects may be observed. These distances can be determined from the system stray field plot. The relative position and steel content of doors and windows should also be determined.

### Approximations to force calculation

The force between the magnet and a ferromagnetic object can be approximated if the magnetic field gradient is known. The critical limit is = 500 Gauss/metre; any iron located on this line is exerting a force on the magnet equal to its mass. Any iron within the region bounded by this line is exerting a greater force which can be approximated as force = (mass of iron object) x (field gradient at that point) / 500; e.g. A 5kg iron mass centred on the 1000 Gauss/metre line will exert a force =  $5 \times 1000/500 = 10 \text{ kgf} = \text{approx. } 100\text{N}$ . However, note that this is only a guideline.

**If there is any significant amount of ferromagnetic material within 2 metres of magnet centre field, contact Oxford Instruments for advice.**

### Field Limits for Devices (Unshielded Magnet Systems)

The following can affect the system and should be positioned outside of the following limits:

#### **1 gauss**

- Motor vehicles
- Elevators



**10 gauss**

- Large steel equipment

**30 gauss**

- Typical structural steel beams

The following will be affected by the magnetic field and should be outside of the following limits:

**1 gauss**

- Image intensifiers
- Electron microscopes
- Accurate measuring scales
- X-ray machines
- Graphics terminals

**5 gauss**

- Pacemakers
- Public access without warning signs
- Cathode ray tubes
- **10 gauss**
- Computers
- Watches and clocks
- Credit cards

**20 gauss**

- Magnetic storage media

**50 gauss**

- Magnet power supply



## Terms and Conditions of Quotation and Sale

### Definitions

In these terms ("Terms"):

"AO" means the Acknowledgement of Order Form (if any) issued by the Company to the Purchaser.

"Contract" means the agreement between the Purchaser and the Company for the supply of the Goods on the terms and conditions stipulated herein.

"Goods" means the goods and/or services (as appropriate) listed in the AO or which the Company otherwise agrees to supply to the Purchaser (including any installments or parts of the goods).

"Purchaser" means the purchaser of the Goods as stated in any applicable AO.

### QUOTATIONS, SPECIFICATION, VARIATION AND CANCELLATION

The prices quoted herein or on an attached list are not intended as firm offers or an offer at which price the Company would sell in all events. The Company will attempt to provide notice of any change, but reserves the right to change prices without notice.

No acceptance shall be effective and no offer shall be deemed accepted if it varies the Terms and Conditions of this Contract or if it proposes additional terms to the Contract. Any such proposals shall be deemed to be rejected unless expressly approved by the Company in writing.

The Company may alter the specification of any Goods if this does not materially affect their performance or utility.

If any variation in the Goods or the Contract is agreed upon or is required for compliance with any applicable law, or regulation the

Company may increase its price accordingly. The Company shall also have reasonable additional time to perform the Contract.

Orders may be cancelled on the condition that Purchaser pays the Company for all completed work allocated to Purchaser's order at time of termination of work at the retail price plus all other costs, direct and indirect, for work in process, as well as costs resulting from the cancellation, plus reasonable profit thereon.

### PRICES, PAYMENT and security interest

The sales price for the Goods shall be that as quoted and/or confirmed in any AO. If no price has been quoted or confirmed, the price shall be the list retail price as in effect at the time of the delivery. Unless the Purchaser has made prior written arrangements for credit with the Company, Payment terms are as shown on the quotation.

Purchaser shall pay to the Company interest on the unpaid balance of 1.5% per month or at the highest rate provided by law on all past due accounts. Time of payment is of the essence of each Contract. Without limiting the Company's remedies if payment is overdue, all costs incurred to collect such amount, including collection agency fees, court costs, and/or attorneys fees, shall be paid by Purchaser.

Purchaser acknowledges that the Company has the right to limit the amount of credit extended to Purchaser, refuse further credit, or require a deposit or full payment as a condition of shipment. The Company shall not be required to proceed with performance of this Contract while Purchaser is in default under this or any other contract or agreement with the Company, or upon



the suspension of business, insolvency, bankruptcy, or liquidation of Purchaser.

Purchaser hereby grants the Company a purchase money security interest under the UCC in all Goods to secure full payment for such goods is received. Purchaser shall execute any documents required by the Company to perfect such security interest in the Goods, and where permitted Purchaser hereby authorizes the Company to sign and file the same without Purchaser's signature. Purchaser agrees to pay any and all expenses related to the preparation and filing of such documents.

Unless stipulated to and priced in any AO, the Company may make reasonable additional charges for complying with any special requirements of the Purchaser. Payment, subject to any AO, shall be made at the Company's office in the Commonwealth of Massachusetts unless otherwise stipulated on the AO.

Unless separately stated, all prices are quoted, all orders accepted and all billings rendered exclusive of all governmental taxes of any kind and, therefore, subject to an increase equal in amount to any tax the company may be required to collect or pay upon the sale or delivery of Goods. The Company will not report, collect or pay any tax that may be imposed on the Purchaser and Purchaser shall report and pay all taxes so imposed and shall hold the company harmless therein.

#### Delivery and risk of loss

All Goods shall be shipped using a means as determined by the Company, unless otherwise instructed by the Purchaser in writing. Purchaser shall pay all actual shipping charges. Any amount specified for shipping on or related to this document is an

estimated cost only. Time shall not be of the essence as to any delivery schedule. The Company will not assume any liability, consequential or other, for any delay or failure to deliver all or any part of ordered Goods for any reason.

The Company may deliver Goods in installments. Delay in delivery of any installments will not entitle the Purchaser to refuse acceptance or terminate the Contract.

If the Purchaser fails to take delivery or to give adequate delivery instructions, the Company may (without prejudice to its other rights) store or dispose of the Goods, in which case the Purchaser shall pay to the Company upon request the amount of any reasonable storage or disposal charges.

Risk of loss for all Goods shall pass to Purchaser upon delivery to the carrier at the point of shipment. The Company shall not be responsible for any delays in delivery caused by carrier.

The Purchaser shall clear the Goods for export from the United States and import into the country of delivery.

#### INSPECTION AND ACCEPTANCE

Missing or damaged items must be reported within 5 days of receipt of the Goods. The Company will not be responsible for items not reported within this time frame.

Purchaser shall inspect and test Goods within 10 days of delivery (and in respect of services, within 10 days of the completion of such services) and shall give written notice, stating the specific defect or other reason for rejection, to the Company of any damage or claim within those 10 days ("Notice of Return"). Purchaser will be precluded from relying on defects that are not stated in the Notice of Return as a basis for justifying



rejection or claiming breach. In the absence of a timely Notice of Return, the Goods shall be deemed to comply with the Contract and the Purchaser shall be deemed to have accepted them.

If Goods are delivered in installments, the delivery of nonconforming Goods, or a default of any nature, in relation to one of more installment(s) will not substantially impair the value of the contract as a whole nor will it constitute a total breach of the Contract.

No Goods may be returned prior to the Company receiving the Notice of Return and without the Company providing prior written approval for such return. Goods returned to the Company must be properly packed, shipped and insured by the Purchaser, at the Purchaser's expense. The Company will return repaired or replacement Goods at its expense.

No credit allowance or replacements will be effected until alleged defects are established to the Company's satisfaction by tests and inspections to be performed by the company at a reasonable time and place it designates.

Risk of loss of Goods or merchandise sent to the company for any reason shall remain with the Purchaser until the Company receives such Goods or merchandise at its facilities.

### Warranty

The Company warrants that the goods manufactured by it are free from defects in material or workmanship under normal use and service. There shall be no warranty on consumables. Any Goods found to be defective within twelve months from the date of shipment (the "Warranty Period")

shall be repaired or replaced free of charge, provided that:

- the Purchaser gives written notice of the defect (with reasonable relevant information) to the Company as soon as reasonably practicable and within the Warranty Period;
- the Goods have been used solely for their proper purpose and in accordance with the operating instructions;
- the defect has not been caused by fire, accident, misuse, neglect, incorrect installation by the Purchaser or its customers, agents or servants, unauthorised alteration, repair or maintenance or the use of sub-standard consumables and has not arisen from fair wear and tear;
- the defect has not arisen from any design, specification, component or material supplied by or on behalf of the Purchaser;
- no part of the Goods has been replaced with a part not supplied or approved by the Company;
- payment in full of all sums due in respect of the Goods has been made;
- the Purchaser shall be liable for any costs incurred by the Company in responding to claims caused by operator error or incorrect application or other default of the Purchaser or other third party; and
- the Purchaser shall pay the costs of all consumables.

The Company, at its sole discretion, shall determine whether to replace or repair the Goods.

If a part fails within this Warranty Period and is replaced or repaired, then the new part



will have a warranty period equal to the remaining period of the part that failed.

The Company, at its option and sole discretion, may repair the Goods at the site of the Purchaser or direct the Purchaser to have such Goods returned to the Company's premises. If repairs are made at the location of the Purchaser, the Company will not charge for the cost of materials or labor but will, at its discretion, charge travelling and subsistence expenses incurred by the Company's representatives; the Purchaser shall accord the Company and its representatives or agents sufficient and timely access to the Goods to enable its staff to inspect and adjust, repair, remove or replace the Goods. Should the Company elect to have Purchaser return the Goods, all such actions shall be governed by Section 5.

If the Goods incorporate goods or services provided by a third party, the obligations of the Company in respect of such goods or services shall not exceed the warranty obligations of such third party to the Company nor exceed any time limit upon those obligations.

This Warranty is given in lieu of all other warranties, express or implied, including warranties of merchantability, description and fitness for particular purpose.

#### LIMITATION OF LIABILITY

THE COMPANY SHALL NOT BE RESPONSIBLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, AND IN NO EVENT SHALL BE RESPONSIBLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PARTICULAR GOODS AT ISSUE.

#### TERMINATION OF CONTRACT

The Company may terminate any or all of the Contract, and every other contract with the Purchaser, if:

the Purchaser fails to make payments to the Company under any contract as obligations fall due or the Purchaser otherwise breaches any such contract and the breach or non-payment is not remedied within 7 days of notice from the Company; or  
in the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Purchaser, or in the event of the appointment, with or without the Purchaser' consent, of an assignee for the benefit of creditors or of a receiver; or  
in the reasonable opinion of the Company the Purchaser has ceased or threatened to cease to trade.

If the Contract is terminated, in addition to any other legal remedies, the Company may do any of the following:

declare immediately payable (and interest-bearing under Section 3 any sums owed by the Purchaser, suspend further performance of any Contract (and the time for delivery by the Company shall be extended by the period of such suspension);  
take possession of any materials and other assets of the Purchaser held by or on behalf of the Company and apply any proceeds of sale in payment of any sums owing under or damages arising in connection with any Contract including any interest and costs arising thereon.

#### INSTALLATION

The Purchaser warrants that the site where the Goods are to be used is in all respects



suitable for the safe and lawful installation and operation of the Goods.

The Purchaser shall obtain any certificates or other approvals required in good time before installation and shall inform the Company of all relevant safety, building and electrical codes and other requirements relevant to installation and shall indemnify the Company against any liability or expense resulting from failure so to do.

If the Company is to effect or supervise the installation the Purchaser shall prepare the site in good time and provide all services (including labor) for efficient installation, failing which the Company may charge for lost time of its personnel. Upon completion of installation the Company shall issue and the Purchaser shall, within 10 days, review and, if accurate, accept a certificate which verifies conformity of the Goods and services to the Contract (the "Installment Certificate"). Acceptance of the Installment Certificate shall be conclusive evidence of the Goods' conformity with the Contract. Failure to respond to the Installment Certificate within the time allotted shall constitute acceptance by the Purchaser.

#### INTELLECTUAL PROPERTY AND CONFIDENTIALITY

The Company retains ownership of all inventions, designs, copyrights and processes and all and any other intellectual property rights whether or not registered or registerable and all goodwill associated thereto relevant to the Goods and all specifications, designs, programs or other material issued by or on behalf of the Company. The Purchaser agrees not to use any such item for any purpose (other than the purpose for which it was disclosed). The Purchaser shall not seek to abstract from the

Goods any confidential information regarding their design, construction or otherwise (and without limiting the foregoing shall not decompile any software comprised in the Goods) and all rights subsisting in such material are reserved.

The Purchaser shall impose the requirements of Section 10.1 on any and all of its customers as well as indemnify the Company against any liability in relation to any failure to do so. The Purchaser shall upon request sign and/or require its customers to sign the Company's form of non-exclusive licence to use programs necessary to operate the Goods; all obligations of the Company under any contract are conditional upon execution of such agreement and compliance with its terms.

#### FORCE MAJEURE

The Company shall not be liable for any failure to perform its obligations hereunder by reason of any cause whatsoever beyond its control (including without limitation trade dispute; fire, flood or act of god; armed conflict; equipment or supply difficulties; any rule or action of any public authority; transportation delays; refusal or delay in granting any necessary licence or permit; or any repudiatory event by the Purchaser). In such circumstances it may terminate the Contract whereupon the Purchaser shall pay a sum equal to the costs to the Company of performing the Contract and the Company's liability shall be limited to repayment of any sums paid in respect of undelivered Goods (or unperformed services) less such costs.

#### GENERAL

The Purchaser shall indemnify the Company against all liability in relation to any specification, design, information or component which the Purchaser has supplied





or arranged for the supply to the Company and warrants that the use of such specifications, designs, information or components will not infringe the rights of any third party.

The obligations set forth in Sections 3.3, 3.5, 4, 6, 7, 10 and 12 shall be deemed continuous notwithstanding any expiration or termination of this Contract.

Except as otherwise expressly provided herein, nothing herein expressly or implied is intended or shall be construed to confer upon or to give any person, firm or corporation, other than the Company and the Purchaser, any rights or remedies under or by reason of this Contract

All Contracts shall be governed, construed and enforced in accordance with the law of the Commonwealth of Massachusetts. The Purchaser hereby irrevocably agrees to submit to the exclusive jurisdiction of the federal and state courts of the Commonwealth of Massachusetts.

All Terms and Conditions of this Contract are severable. If any term, condition or provision, or portion thereof, of this Contract is held invalid, illegal or unenforceable to any extent, or in any application, then the remainder of this Contract, and such term or condition except to such extent or in such application, shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforceable to the fullest extent and in the broadest application permitted by law.

The Company's failure to enforce any right under any provision of this Contract shall not be deemed a waiver of that right or provision or the Company's right to enforce that provision in the future.

This Contract contains the entire understanding of the parties with respect to the subject matter. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

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