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Subject: Nikhef Thermal Strap Quotation, Technology Applications, Inc. (TAI) Proposal P22-09150

Reference: RE: Thermal cable - Nikhef (08/30/22 – Email)

TAI is pleased to submit this firm fixed price quotation for copper thermal strap (CuTS®) fabrication of the following:

QTY	DESCRIPTION	FINAL PRICE – USD	LEAD TIME
3	Custom CuTS® "Same L-Fitting Dimension Design – Option A"	\$4,020	9 weeks
3	Custom CuTS® "Large L-Fitting Dimension Design – Option B"	\$4,200	9 weeks

This quotation is valid for 30 days from the date of this letter.

Terms of our offer are as follows:

- Deliver CuTS® with certified C10100 OFHC copper end fittings and conductive braid material in accordance with customer approved drawings. Final part drawings to be approved by customer prior to fabrication.
- The CuTS® will be assembled under TAI Quality Assurance Program which meets AS9100D.
- Quoted lead time is based off of day of written drawing approval and may vary due to workload at time of order.
- Certificate of conformance and material certifications are included. Certain material traceability may not be directly from the source due to proprietary/confidentiality reasons.
- Unless purchased in the table above, TAI will not perform or provide source inspection, first article inspection, dimensional inspection reporting, thermal conductance testing, mechanical testing, environmental testing, part/serial number labels (as applicable), raw material validation, material samples, or any other reporting.
- If purchased from table above:
 - TAI will plate parts per note listed on drawing. Plating and threaded insert installation is best-effort.
 - TAI will perform thermal conductance testing in vacuum at room temperature and provide a Certificate of Thermal Performance for parts tested. Actual performance will be verified during test and is best-effort.
 - TAI will perform stiffness testing at room temperature and provide a Certificate of Mechanical Performance for parts tested. Actual performance will be verified during test and is best-effort.
 - TAI will perform mechanical proof testing at room temperature and provide a Certificate of Mechanical Proof Test. Actual mechanical strength will be verified during test and is best-effort.
 - TAI will perform thermal cycling and provide a Certificate of Thermal Cycling for parts tested. Post-thermal cycle part performance is best-effort.
 - TAI will perform First Article Inspection per AS9102 using customer approved TAI part drawings.
 - TAI will perform dimensional inspections using customer approved TAI part drawings and provide report.
- TAI sub-tier suppliers, manufacturing processes and areas, work procedures, and QMS records are proprietary or contain proprietary information and will not be made available for audit unless authorized by TAI.
- TAI terms and conditions shall supersede buyers. Placing an order is acceptance of TAI terms and conditions.
- Payment terms: NET 30. Shipping terms: DAP via FedEx (no other brokers, carriers, or forwarders will be used unless authorized).

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- All units will be ultrasonically cleaned prior to plating, and will be delivered as clean as possible, but not in explicit compliance with any cleanliness specification. Additional cleaning of these units is recommended when used with contamination sensitive instruments or in UHV environments. TAI can perform additional cleaning to meet certain cleanliness requirements.
- Each thermal strap comes with a one-year limited warranty on parts and labor and is not warranted for any specific intended use.

We are available to discuss this submittal should you have any questions regarding technical, cost or contractual issues. We thank Nikhef for the opportunity to provide this quotation.

Sincerely,



Tyler Link

Director of Business Development

Technology Applications, Inc.

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TECHNOLOGY APPLICATIONS, INC. TERMS AND CONDITIONS OF SALE

1. General. These Standard Terms of Sale ("Terms of Sale") govern the offering, sale and delivery of all goods (hereinafter jointly referred to as the "Product(s)") from or on behalf of Technology Applications and its subsidiaries and affiliates, as applicable (the applicable selling entity referred to herein as "Seller"), to customer ("Buyer"). By contracting on the basis of these Terms of Sale, Buyer agrees to the applicability thereof in respect of all future dealings, even if this is not explicitly stated. These Terms of Sale supersede any and all terms of prior oral and written quotations, communications, agreements and understandings of the parties in respect of the sale and delivery of the Products and shall apply in preference to and supersede any and all terms and conditions of any order placed by Buyer and any other terms and conditions submitted by Buyer, which are hereby expressly rejected.

2. Quotations, Orders and Confirmation; Prices and Payment. Unless otherwise stated by Seller in writing, quotations made by Seller in whatever form are not binding to Seller and merely constitute an invitation to Buyer to place an order. All quotations issued by Seller are, unless otherwise stated, for immediate acceptance, are revocable and are subject to change without notice. Orders are not binding until accepted by Seller in the form of a written sales acknowledgment ("Confirmed Order"). Each Confirmed Order (i) is non-cancellable by Buyer and (ii) is subject to Seller being able to obtain the necessary raw materials and subject to Seller's mill schedule, government priorities and other government regulations that may be issued from time to time. Stenographic and clerical errors in any order are subject to correction by Seller. Seller's prices are subject to change without notice. All Product shipments to Buyer will be billed at Seller's prices, in effect on the days on which shipments are made. Seller's prices do not include any sales, use or similar taxes, duties, levies or charges in any jurisdiction levied in relation to the Products or the delivery thereof. The amount of any taxes levied in connection with the sale of Products to Buyer shall be for Buyer's account and shall either be added to each invoice or separately invoiced by Seller to Buyer. Payment shall be due to Seller within thirty (30) days following the date of Seller's invoice. All payments shall be made without any deduction on account of any taxes and shall be free of set-off or other counterclaims. Seller may, without prejudice to any other rights of Seller, charge interest on any overdue payment at 1% per month or the maximum rate permitted by law from the due date, computed on a daily basis until all outstanding amounts are paid in full. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, court costs and other expenses of litigation) shall be for Buyer's account. Seller reserves the right, at any time, to alter or suspend credit and/or to change credit terms.

3. Delivery; Transfer of Risk of Loss and Title. Unless stated in a Confirmed Order (i) all domestic deliveries of Products shall be FOB Uniform Commercial Code, Seller's facility, and all International deliveries of Products shall be DAP (Incoterms 2010, or any successor thereto), Seller's facility and (ii) any times or dates for delivery by Seller are estimates. Title and Risk of loss of the Products shall pass to Buyer upon delivery of the Products at the applicable Seller facility.

4. Limited Warranty; Limitation of Liability. Seller solely warrants that on the date of delivery the Products and for a period of one (1) year thereafter, the Products shall be free of defects in manufacture or workmanship and shall be the same as identified in a Confirmed Order. If and to the extent Products are in breach of such warranty, subject to timely receipt from Buyer of a written notice of same delivered within the warranty period, Seller may at its own option and within a reasonable period of time, either make modifications to the Products that Seller deems necessary to enable the Products to conform to the foregoing warranties, replace the Products at no charge to Buyer, or issue a credit for any such Products. No Product shall otherwise be will be taken back and credited or replaced except upon consent and upon terms and conditions agreed upon by the Seller in writing. No representative of Seller is authorized to make any warranties, promises or representations as to any Product and none shall be binding upon the Seller. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY SHALL BE BINDING UPON SELLER UNLESS SET FORTH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

5. Force Majeure. Seller shall not be liable for loss or delay, nor be deemed to be in default for non-performance due to acts of God, acts of Buyer; war (declared or undeclared); terrorism or other criminal conduct; fire; weather; sabotage, strikes, or labor or civil disturbances; governmental requests, restrictions, laws, regulations, or orders; unavailability of, or delays in, utilities or transportation; default of suppliers or other inability to obtain necessary materials or services; embargoes, or unforeseen circumstances or any other similar or dissimilar events or causes beyond Seller's reasonable control (each, a "Force Majeure"). Deliveries or other performance may be suspended for an appropriate period of time or cancelled by Seller upon written notice to Buyer in the event of a Force Majeure.

6. Export Regulations; Anti-boycott Laws; Foreign Corrupt Practices Act. Buyer acknowledges and agrees that the Products may be subject to US export control laws and regulations, including without limitation, Export Administration Regulations and International Traffic in Arms Regulations. Buyer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release any Products to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any Products is prohibited by applicable federal or foreign law, regulation or rule. Buyer shall be responsible for any breach of this Section by its, and its successors' and assigns', parent, affiliates, employees, officers, directors, equity holders, customers, agents, distributors, resellers or vendors. Buyer shall comply with all applicable federal and foreign laws, regulations and rules, and complete all required undertakings (including without limitation, by obtaining any necessary export license or other governmental approvals), prior to exporting, re-exporting or releasing any Products. Buyer will execute and deliver to Seller such letters of assurance as may be required under applicable export regulations. Buyer shall comply with all US anti-boycott laws and regulations, including, but not limited to, the Export Administration Act and the Internal Revenue Code (collectively, "Anti-boycott Laws"). Buyer shall, and shall cause its Representatives to, comply with the Foreign Corrupt Practices Act of 1977, as amended ("FCPA"), including maintaining and complying with all policies and procedures to ensure compliance with the FCPA. Buyer shall indemnify and hold harmless Seller against any loss related to Buyer's failure to comply with this Section.

7. Governing Law. The parties' rights and obligations arising out of or in connection with a Confirmed Order and/or these Terms of Sale shall be governed by the laws of Colorado without giving effect to its choice of law's provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto, shall not apply and is hereby expressly excluded.

8. Intellectual Property. Seller maintains ownership of all intellectual property rights relating to Products, including without limitation, product designs, drawings, trade secrets, specifications, processes and know-how. No waiver hereunder by a party shall be deemed to constitute a continuing waiver, unless such is expressed in writing and signed by both parties. These Terms of Sale cannot be modified except by in writing and signed by both parties. Nothing herein shall confer upon any third party any right or remedy under or by reason hereof. In the event that any provision of these Terms of Sale shall be held invalid or unenforceable, the same shall not affect in any respect, the validity and enforceability of the remaining provisions between the parties and shall be severed therefrom. The parties' rights and obligations under these Terms of Sale shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

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