



#### INTERNAL REFERENCE

Account Name	Central NM Community College	Quote Number	00007035
Country	UNITED STATES OF AMERICA	Prepared By	Tanya Nielsen
		Email	tanya.nielsen@saesgroupusa.com
		Created Date	8/13/2025

#### QUOTATION

Dear Brian,

I'm pleased to send you the quote for the items of your interest:

Part Number	Description	Quantity	Unit	Unit Price
5G0125	RB/NF/3.4/12 FT10+10	20	EA	USD 51.24
9L0900	7% TARIFF SURCHARGE	1	EA	USD 72.00

#### OTHER SALES CONDITIONS

Delivery Terms	FCA ORIGIN: Colorado Springs, CO (FOB Destination not accepted)
Payment Terms	Net 30
Shipment	UPS Ground PP&A unless otherwise instructed
Standard Packing	10 each (Universities only) or 50 each
Special Packing	Not allowed
Lead Time	Ships 6 weeks ARO. SAES Italy will be closed in August for Summer Holiday, increasing the lead time by 2 weeks.
Minimum Billing	\$1,200.00
Offer Expiration	9/14/2025

Kindly reference the quotation number above in your purchase order.

Minimum Billing waived for Universities for this item.

We trust that this quotation satisfies your requirements. For order placement, please email to [tanya.nielsen@saesgroupusa.com](mailto:tanya.nielsen@saesgroupusa.com).

Best regards,

Tanya Nielsen  
Inside Sales Rep  
on behalf of Ishwar Niraula, PhD

## **SAES Getters Sales Confirmation**

1. Governing Provisions from Conflicting Forms. SAES Getters. (SAES) acknowledges receipt of Buyers order for the Goods, but acceptance is expressly conditioned on Buyer's assent to the terms and condition herein contained. Any different or additional terms in any other form or document heretofore or hereafter supplied by Buyer to SAES shall not form a part of the contract. Buyer will be deemed to have asserted these terms and conditions unless SAES (A) receives written notice of any objection within fourteen (14) calendar days after Buyer's receipt of this Sales Confirmation and in all events prior to any shipment of Buyer's order, and (B) has not rejected such objection.

2. Related Parties. Any provision herein limiting the liability of SAES with respect to the Goods to be delivered pursuant to this Sales Confirmation shall also extend to any company which SAES owns or controls, or which is under common control with the company that then owns or controls SAES, or which itself, owns or controls SAES.

3. Intended Use and Patent License. If requested by SAES, Buyer shall disclose to SAES and record in its order of the Goods or otherwise the use to which the Goods are intended to be put. To the extent the use of the Goods is covered by any patent owned or controlled by SAES, Buyer is licensed hereunder to use the Goods solely for the use disclosed and recorded.

4. Acceptance. The Buyer shall inspect the Goods when received and shall notify SAES in writing of any deficiencies within fourteen (14) calendar days of such inspection. In the absence of such notice, the Goods shall be deemed to have been accepted by the Buyer. Acceptance by the Buyer shall also be deemed to have been made as soon as the Buyer uses the Goods for its own commercial production or resale.

In the event an item is returned to SAES, all handling, restocking, and transportation charges paid by SAES will be deducted from any credit given Buyer. Freight charges on returned Goods must be prepaid by Buyer.

5. Scope of Contract and Integration. The Sales Confirmation sets forth all of SAES' obligations regarding the sale and delivery of the Goods to Buyer. Any further obligations or specifications not included in this Sales Confirmation must be separately and expressly agreed to by SAES in writing hereafter and may require additional charges. No person has authority to make or claim any change, representation, promise, or condition not expressed herein or in writing accepted by SAES.

6. Shipment Time. Unless otherwise specifically agreed to in writing, SAES does not guarantee a particular date for shipment of the Goods. Shipment dates quoted are estimates of approximate dates. Compliance by SAES with the quoted shipment time is conditional upon the Buyer's fulfillment of its obligations, including, but not limited to, notification of all essential technical specifications, providing samples and securing applicable import or export permits.

7. Force Majeure. SAES shall be excused from, and under no circumstances, shall be liable for any loss or damage arising from delays in performance due to fire, strikes, labor matters, governmental regulations, acts of the elements, transportation, failure to receive materials, or causes of a like or different nature reasonably beyond its control in the conduct of its business. If such delays extend the shipment date for more than 90 days, SAES or Buyer may cancel this contract, without liability. All payments received by SAES from Buyer will be refunded.

8. Delay Damages. SAES shall not be liable to the Buyer for any special, indirect, consequential or incidental damages, or for lost profits, revenues, production, use of orders arising from any delay in the shipment of Goods.

9. Shipment/Passing of Title and Risk. Unless otherwise specified by SAES, all sales are F.C.A. shipping point. Unless otherwise specified in its order, Buyer agrees to pay for the Goods in accordance with the terms of payment of this Sales Confirmation, upon notification that the Goods are ready for shipment, notwithstanding the fact that Buyer may be unable to receive or provide suitable storage space for any partial shipment. At Buyer's request, the Goods may be stored by SAES at Buyers risk and expense, until Buyer is ready and able to receive the Goods.

10. Forwarding, Transport, and Insurance. SAES will use reasonable efforts to comply with Buyer's shipping and insurance requests, but reserves the right to ship all or part of the Goods using carriers of SAES' selection if Buyer has not provided adequate shipping and/or insurance requests when the Goods are ready for shipment. All loading, delivery, insurance, forwarding, and transportation of the Goods are at the Buyer's risk, and for Buyer's account

11. Sales Taxes. In addition to the price for the Goods stated in SAES' quotation or in Buyer's order. Buyer shall pay any applicable sales, use, value-added, or similar taxes, or provide SAES with a tax exemption certificate acceptable to the taxing authorities, at the time payment is made for the Goods.

12. Standard Terms of Payment. Payment shall be made net 30 days from date of invoice. Invoices shall be issued when the Goods are ready for immediate shipment. Buyer is obligated to comply with the payment terms even if transportation or acceptance of the Goods is delayed, restricted, interfered with or prevented due to any reason or event, foreseeable or unforeseeable, beyond SAES' control.

The Buyer shall pay a late payment charge of 1 1/2 percent per calendar month or portions thereof on amounts due by owing to SAES from the date on which such payment was due until the date such payment is received. The right to claim further damages is expressly reserved by SAES.

If in the judgment of SAES, the financial condition of the Buyer at the time the Goods are ready for shipment does not justify the foregoing terms, SAES may require payment in cash before making shipment

13. Security Interest. SAES shall retain a security interest in all Goods until SAES receives full payment.

At the request of SAES, the Buyer shall execute any and all documents and take all action necessary to establish and record SAES' security interest in the Goods. In the event of the Buyers failure to pay any amounts due, SAES shall be entitled without liability, to repossess, retain, and sell the Goods, with or without notice, and the Buyer shall be obliged to surrender the Goods on reasonable demand, and shall be liable to SAES for all costs associated with the repossession and sale of the Goods, or a deficiency in the case of a sale.

14. Scope of Warranty. SAES warrants to the Buyer that the Goods manufactured by SAES sold to the Buyer hereunder will be free from defect in material and workmanship when used under proper and normal use in accordance with standard industry practice, for the period of twelve (12) calendar months from the date of initial operation or eighteen (18) months from the date of shipment, whichever ends first.

If a separate product warranty certificate is supplied with the Goods or any portion thereof and such certificate specifies a warranty period of a longer duration, such warranty certificate shall control the length of the warranty period. If such warranty certificate contains other terms and conditions which are additional to the provisions of this Sales Confirmation, such terms shall be incorporated by reference in this Sales Confirmation. If the certificate contains terms and

conditions (other than the length of the warranty period or the period for asserting warranty claims), which are in conflict with any provision contained herein, they shall have no force or effect.

SAES shall not be responsible for labor charges for removal or reinstallation of defective components, charges for transportation, shipping and handling, or charges for chemical losses. If the Goods sold hereunder are used with toxic, corrosive or caustic liquids and/or gases, SAES will not be liable for the effect of such materials upon the Goods, whether or not such liquids and gases are necessarily used with the Goods. Components of the Goods manufactured or supplied by others, but furnished by SAES hereunder, carry the same warranty to Buyer as SAES receives from the supplier.

Upon any failure of the Goods to conform to the above warranty within such period and upon prompt written request of the Buyer within such period or the six (6) months following its expiration and confirmation that the Goods have been stored and used in accordance with standard industry practice. SAES shall inspect or cause an inspection of the Goods claimed to be defective. If an inspection confirms the claim, SAES shall repair or replace at its option, all parts which are defective or unserviceable due to improper material, faulty design or poor workmanship. Replaced parts shall be SAES' property. SAES shall only be responsible for the repair and the replacement of defective parts, and not for costs or expenses of Buyer due to the need for such repair or replacement. SAES' obligations of warranty repairs and replacement shall be rendered void if Buyer attempts or performs repairs prior or subsequent to SAES' opportunity to inspect the Goods.

The foregoing warranty for the Goods expressly does not cover consumable parts, or damage or defects caused by ordinary wear and tear, faulty maintenance, or the Buyer's failure to observe instructions for installation or operation of the Goods, or repair not carried out or authorized by SAES, as well as other reasons for which SAES is not responsible. The warranty described herein does not apply to Goods, accessories, components of Goods, or auxiliary equipment manufactured by a third party and not authorized for use by SAES. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL INARRANTIES WHETHER WRITTEN, ORAL, EXPRESS, OR IMPLIED, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE GOODS WHICH SAES MAY DELIVER. THE BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON SAES' SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SAES' LIABILITY - INCLUDING ATTORNEY'S FEES- ON ANY CLAIM FOR NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, OR OTHERWISE FOR ANY DAMAGE OR INJURY TO PERSON OR PROPERTY OR LOSS ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS CONTRACT, OR FROM THE PERFORMANCE OF BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, OR USE OF ANY GOODS DELIVERED HEREUNDER, SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE GOODS OR PART THEREOF WHICH GIVES RISE TO THE CLAIM, AND, UPON THE EXPIRATION OF ONE YEAR FROM DATE OF SHIPMENT, UNLESS OTHERWISE EXTENDED BY A TERM OF THIS SALES CONFIRMATION, ALL LIABILITY OF ANY NATURE TO BUYER SHALL TERMINATE. SAES SHALL HAVE NO LIABILITY TO BUYER RESULTING FROM ANY USE OF THE PRODUCTS IN MODIFIED FORM, AS ADAPTED FOR USE IN OTHER PRODUCTS, AND/OR IN COMBINATION WITH OTHER PRODUCTS OR COMPONENTS NOT PROVIDED BY SAES.

15. Scope of Liability. ALL CASES OF BREACH OF CONTRACT AND THE RELEVANT CONSEQUENCES, AS WELL AS ALL RIGHTS AND CLAIMS ON THE PART OF THE BUYER, ARE COVERED BY THIS SALES CONFIRMATION. IN NO CASE WHATSOEVER SHALL THE BUYER BE ENTITLED TO CLAIM DAMAGES OTHER THAN AS SPECIFIED HEREIN AND BUYER WAIVES ALL OTHER CLAIMS, DAMAGES, REMEDIES, WARRANTIES OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, OCCASIONED BY STRICT LIABILITY, OR ANY CONTRACTUAL THEORY, AND SAES SHALL NOT BE LIABLE FOR ANY PENALTY OR DAMAGES WITH RESPECT TO ANY LOSS OF PRODUCTION, LOSS OF USE, LOSS OF OTHER GOODS, LOSS OF ORDERS, LOSS OF PROFITS, LOSS OF REVENUES, DOWNTIME COSTS OR ANY COSTS ASSOCIATED WITH THE REMOVAL OF GOODS FROM SERVICE, AND OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

16. Technical Documents. The information in all Technical Documents, relating to the assembly, use, and maintenance of the Goods, when and if furnished by SAES to Buyer, (A) remain the sole property of SAES and (B) are licensed solely for Buyer's own use for its use, sale or maintenance of the Goods. Without separate written approval from SAES, Buyer shall not reproduce, use other than for permitted uses, or make available to any third party, such Technical Documents or their contents.

Technical Documents furnished by SAES are for information or illustration purposes only, and shall not imply, directly or indirectly, any warranties that the Goods will conform to such data, specification or information. SAES reserves the right, in its sole discretion, to make changes to such Technical Documents or the data, specifications or information they contain.

17. Patent Indemnity. SAES shall indemnify the Buyer against liability for infringement of any United States Letters Patent arising out of the manufacture, sale, or use of SAES Goods delivered hereunder unless the infringement arises because of (A) compliance with the Buyers specifications or (B) the use of such Goods in an infringing process or combination and such infringement would not arise from the use of such Goods alone. This indemnification is conditioned upon the Buyer giving SAES (x) prompt notice of and the full right to defend and settle any such claim or suit and (y) the right to modify such Goods so as to make them non-infringing without materially departing from the requirements of Buyer's purchase order.

18. Arbitration. Any dispute arising under or with respect to the sale confirmed by this Sales Confirmation which cannot be settled amicably within sixty (60) days after a claim is made by either the Buyer or SAES shall be resolved exclusively by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Either party may apply to any court of competent jurisdiction for injunctive relief or other interim measures, and any such application shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate. The arbitration shall be conducted by a single arbitrator and shall be held in Denver, Colorado. The arbitrator shall be guided by, in descending priority, the terms of this Sales Confirmation, the usage of the trade in the place where the party charged with an act or failure to act is principally located, and by what he deems just and equitable under the circumstances without binding reference to the law of any jurisdiction. The award of the arbitrator shall be final and binding and not subject to judicial review. Enforcement of the award may be sought in any court of competent jurisdiction over the parties of their assets.

19. Assignment. Any assignment of this contract by Buyer, in whole or in part, without SAES' prior written consent is void.

20. Severability. In the event of a judicial or arbitration determination that any provision within this contract is unenforceable, or fails in its essential purpose, such determination or arbitration shall have no effect on the enforceability of the balance of the provisions herein.