

To: QMC Instruments Ltd	Agent:	Billing & Shipping Address:
Station Mills, Daux Road Billingshurst, West Sussex RH14 9SH, GB E-mail: k.wood@terahertz.co.uk Phone: +44-1403-782-045	Attn: E-mail:	Bar-Ilan University Intl. Purchasing & Import Dept. Ramat Gan 5290002 Israel Tel: +972-3-534-9000 Fax: +972-3-535-1521 V.A.T: 580063683

Date: February 22, 2021

Purchase Order No. 1449079 rev 0

This order is subject to your reference: Israel/May20/01

Ln.	Item No.	Description	Unit	Qty.	Unit Price	Amount	Remarks
1	QNbB/PTC	Air cooled detectorQNbB/PTC QNbB/XPT403air cooled detectorQuotation Ref: Israel/May20/01	EA	1	79,950.00	79,950.00	
2	Commisioning	installation support via video link	EA	1	0.00	0.00	

Total Amount : GBP 79,950.00

Delivery: TO BE ADVISED

Payment Terms: Net 30 Days

Delivery Method: AIR FREIGHT

Delivery Terms: DAP (RAMAT GAN, ISRAEL) (Incoterms 2010)

Forwarder: Other

Comments: Bar Ilan's P.O number MUST BE PRINTED on ALL EXPORT DOCUMENTS & PARCELS/CRATES.

- ☐ Please indicate on your invoices value for customs & H.S classification code of the goods (at least 4 digits), Part Number, Serial Number etc.
- ☐ Partial shipment is prohibited unless specifically instructed
- ☐ A Packing slip/list is needed for shipments with 2 or more parcels
- ☐ In order to avoid unnecessary delays with the payment, please send me your full bank details (bank name, branch number, IBAN, SWIFT, ABA)

Ship: By air via your forwarder.

According to international trade agreements, in order to receive an exemption from customs please send with the shipment the original invoice with the exporter declaration, as previously discussed.

Please kindly confirm receiving by returned e-mail, and send me shipping details & full set of documents by e-mail (including a copy of the invoice with the

exporter declaration).

Best Regards,

Inbal Paz Hershko

inbal.hershko@biu.ac.il
Intl. Purchasing & Import Dept.
BAR ILAN UNIVERSITY

GENERAL CONDITIONS:

Application of conditions:

Bar Ilan University (hereinafter "BIU") hereby submits a purchase order to person/body mentioned above (hereinafter "The supplier"), and the supplier hereby accepts the purchase order, subject to the conditions detailed herein and or in the appendices of the order (hereinafter "the special conditions") and subject to the conditions set forth hereunder (hereinafter "the general conditions").

Execution of the order:

The goods or services detailed in the purchase order (hereinafter "the ordered goods") to be supplied to BIU shall be of the type, quality, size, material and finish all as specified in the order and/or the specifications and/or any other document attached to the order (hereinafter "the specifications") and shall be identical to the models/samples agreed upon by both parties. If no such specifications have been drawn up and/or no models/samples have been agreed upon, then the goods shall be of the best quality, material and workmanship.

Packing:

The Goods shall be properly packed, secured, marked in accordance with all applicable regulations related to such Goods and transportation or Buyer's instructions if such are issued and dispatched by Supplier at its expense so that they arrive in good condition and unharmed at the time and place of delivery specified in the Contract. The packing and the package materials are included in the price. Unless otherwise stated in the Order, Buyer shall have no obligation to return packages or package materials.

Inspection:

Without derogating from any of the other conditions of the order, BIU, may inspect the ordered goods at any stage of their manufacture or supply, before their acceptance, at the time of their acceptance or after their acceptance, and the supplier shall allow BIU to carry out the said inspections at any reasonable time and for this purpose shall make models/samples available to BIU free of charge. BIU may refuse to accept the ordered goods, in whole or in part, if, in its opinion, they do not conform to the models/samples and/or the specifications and/or they are deficient and/or defective.

Dispatch:

The supplier shall dispatch the goods in accordance with the specific instructions appearing in the purchase order. Any costs incurred by Buyer as a result of Seller's failure to comply with Buyer's routing instructions shall be borne by Seller. The parties agree that time is of the essence of each Order and deliveries must be received on the time frame and at the destination(s) specified in the Order. If delivery is not completed within the time(s) specified, Buyer reserves the right, without liability, in addition to its other rights and remedies, to cancel the entire Order or that part of the Order not delivered, or to extend the time of delivery or payment. Partial Shipment is prohibited unless Buyer has given specific written consent.

Documentation:

A full set of original documents shall be submitted by supplier to BIU.

1 set of Original Hard Copy of each document (especially: invoice & COO) will be inserted into an envelope that marked: TO BE OPEN ONLY IN ISRAEL. This envelope must be in a separate pouch attached to the package/crate.

Invoices shall contain the following information: BIU Purchase Order number, item number, Part number, Serial number, description of goods and services, H.S code, sizes, quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. In addition, invoices shall contain **FULL** company details (including TAX / V.A.T / FEDERAL Number), FULL bank details, BANK NAME, BRANCH, BANK ADDRESS, ACCOUNT, SWIFT, ABA, IBAN.

COO - According to international trade agreements, in order to benefit from the provisions of the international trade agreements, a special "Certificate of Origin" should be issued by the competent governmental authority in the exporting country and is provided by the exporter to the importer in Israel and the ORIGINAL hardcopy must be presented to Israel Customs (photocopies will not be accepted)

For EUR preferential origin – EUR1, EFTA – EURO-MED, CANADA – CIFTA, USA – FORM-A.

Payment of an invoice shall not constitute acceptance of goods or services and shall be subject to adjustment for errors, shortages, defects in the goods or services, or other failure of Seller to meet the requirements of the Order. Payment due dates, including discount periods, will be computed from the date of receipt of all goods and services or date of receipt of correct invoice, whichever is later. Payment shall be Net thirty (30) days after receipt of correct invoice, unless otherwise stated on the face of the Order. Buyer may at any time set off any amount owed by Buyer to Seller against any amount owed by Seller to Buyer or any of its affiliated companies.

Guarantee for ordered goods:

The supplier is responsible for any deficiency, malfunction or other defect that is discovered in the ordered goods or in any part thereof, which are a result of the quality of the materials from which they were manufactured and/or their nonconformity with the specifications and/or models/samples. The supplier will compensate BIU for any damage and/or loss that shall be incurred by BIU as a result of the said deficiency, malfunction or other defect.

Rights:

BIU shall have the right to cancel the purchase order, in whole or in part, by written notice at any time without giving reasons, but provided, that the cancellation notice shall not provide the supplier with a cause of action

for damages against BIU in excess of the direct damages-save and except loss of profit caused to him as a result of the cancellation. Partial cancellation or reduction of the order by BIU shall not exempt the supplier from its responsibility for the goods it had supplied until the date of partial cancellation or reduction of the order.

Changes:

BIU may make changes in the specifications and/or models/samples and the supplier shall execute them in accordance with the written instructions of BIU.

Prices:

The price for the Goods shall be the price stated in the specific written agreement between the parties, or if none, in the Purchase Order. The price shall include all related costs, fees, charges or taxes including VAT, where applicable and are agreed and fixed in advance and no additional payments shall be made as a result of changes which may occur in wage rates, the cost of living index, manufacturing costs, materials costs or for any other reason whatsoever.

Assignment of the order:

The supplier may not assign this order or his rights hereunder, in whole or in part, directly or indirectly, and the supplier may not contract for the execution of the order, in whole or in part, with another supplier, without the written approval of BIU. Such approval, if given, shall not create direct contractual relations between the other supplier and BIU and the supplier shall always be solely responsible towards BIU for the execution of the order.

Appendices:

All appendices enclosed with the order and forming an integral part thereof shall be deemed to complement the order, but in the event of any contradiction between these general conditions and any condition of the special conditions, the special conditions shall prevail.

Supplier's insurance:

In the event that the execution of the order shall require the supplier, its workers or any person authorized by it, to work on the campus of BIU, the supplier undertakes to insure itself, its said workers and authorized persons as well as any third party against any damage that may be caused to them within the said limits. To remove any doubt, it is hereby emphasized that no responsibility shall devolve upon BIU to compensate the supplier or its workers or anyone authorized by it, or any third party in respect of damage that may be caused as a result of the execution of the order, and such responsibility shall devolve on the supplier who hereby undertakes to indemnify BIU in full (including legal fees) if it will be held responsible for such damage.

Miscellaneous:

Any waiver, abstention or extension by BIU shall not be deemed a waiver of BIU's rights concerning the purchase order and shall not constitute an estoppel or prevent the bringing of any claim or action unless BIU shall have made such waiver explicitly and in writing.

The supply of part of the ordered goods to BIU shall be deemed to be an acceptance of the order by the supplier and all its conditions, notwithstanding the fact that the supplier has not signed a copy of the order.

Goods will not be considered as delivered without BIU signature on the POD. Signature on POD confirms that the goods were delivered but not necessarily that the quantity and/or quality of the goods match those required in the purchase order or that the goods meet the other requirements in the purchase order or that the goods meet the conditions of the warranty.

In case of delay in delivery BIU will not pay additional costs.

The supplier declares that he is acting in accordance with all relevant laws and regulation, and he has all the necessary licenses, permits and rights to supply the goods and or services, and that he is acting in accordance with these licenses/permits/rights. The supplier will indemnify the University in case of any claims or expenses due to the supplier not acting accordingly.

All notices will be considered received if delivered to the specified address and receipt was verified.

Jurisdiction:

This transaction and its terms and conditions shall be governed by the law of Israel. The courts of Israel shall have exclusive jurisdiction in any dispute or matter concerning the purchase order and the parties shall submit to the jurisdiction of the said courts.

The supplier acknowledges that he/she has read these conditions and will act accordingly. Supply of goods and/or services will be considered agreement by the supplier to above conditions.