

**BRUKER AXS INC.**

5465 E. Cheryl Pkwy. Madison, WI 53711-5373

UNIVERSITY OF WASHINGTON  
ACCOUNTS PAYABLE  
3917 UNIVERSITY WAY N.E.  
SEATTLE WA 98105-6692  
USA

**Bruker AXS Inc.****Quotation**

Number 100107522  
Date 03/28/2017  
Your reference number 003332924611/0000

Contact Todd Larsen  
Phone +1 608-276 3035  
Fax +1 608-276-9162  
Email todd.larsen@bruker.com  
Page 1 / 10

**Ship To:**

University of Washington  
Chemistry Dept.  
36 Bagley Hall  
SEATTLE WA 98195  
USA

**Bill to address**

UNIVERSITY OF WASHINGTON  
ACCOUNTS PAYABLE  
3917 UNIVERSITY WAY N.E.  
SEATTLE WA 98105-6692  
USA

Dear Madam or Sir,

Thank you very much for your interest in our products and your inquiry. We are pleased to quote the technical specification(s) described below according to the mentioned terms and conditions.

Item	Material/Description	Qty	Unit price	Ext price USD
10	K180B220 MICRO SWITCH (mod. lever)	2.00 PC	68.00	136.00
Subtotal				<b>136.00</b>
Total amount				<b>136.00</b>

This quotation may be changed prior to expiration of the validity date upon written notice from Company. Documents and related correspondence shall be sent to the Company's office at: 5465 East Cheryl Parkway, Madison, WI 53711-5373. This quotation is based upon the Company's interpretation of the Purchaser's requirements and specifications and is subject to correction for

Remit payments to: Bruker AXS Inc, Box 536502, Pittsburgh, PA 15253-5907  
Remit wire transfers to: Citizens Bank, Account#1310873043, ABA#011500120  
Remit ACH to: Citizens Bank, Account#1310873043, ABA#211070175



**BRUKER AXS INC.**

5465 E. Cheryl Pkwy. Madison, WI 53711-5373

UNIVERSITY OF WASHINGTON  
ACCOUNTS PAYABLE  
3917 UNIVERSITY WAY N.E.  
SEATTLE WA 98105-6692  
USA

**Bruker AXS Inc.**

**Quotation**

Number 100107522  
Date 03/28/2017  
Page 2 / 10

Item	Material/Description	Qty	Unit price	Ext price USD
------	----------------------	-----	------------	---------------

errors. This document and any other documents specifically referred to as being a part here of constitutes the entire agreement on the subject matter and shall not be modified except in writing signed by both parties. This quotation is based upon the standard terms and conditions of sales on the reverse side. The Company hereby objects to any additional or different terms set forth in Purchaser's request for quotation, purchase order or any other document of Purchaser. Acceptance of additional or different terms must be specifically assented to in writing by Company.

**Purchaser's Acceptance**

**Bruker AXS Inc.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: 03/28/2017

Name/Title: \_\_\_\_\_

Name/Title: Todd Larsen

**Terms and conditions**

TERMS OF PAYMENT

Payment is requested as follows:  
100% upon shipment, Net 30.

DELIVERY TIME

4 weeks ARO

EXPORT LICENSE

This offer or fulfilment of contract is subject to the proviso that required export licenses have been granted or that there are no other impediments arising from German, American or other export regulations.

WARRANTY

90 days limited parts and labor warranty. Installation is not included.

"Goods labeled with "AL not equal to N" are subject to European or German export authorization when being exported out of the EU. Goods labeled with "ECCN not equal to EAR99" are subject to US reexport authorization. Even without a label or with label "AL:N" or "ECCN:EAR99 authorization may be required due to the final whereabouts and purpose for which the goods are to be used."

**BRUKER AXS INC.**

5465 E. Cheryl Pkwy. Madison, WI 53711-5373

UNIVERSITY OF WASHINGTON  
ACCOUNTS PAYABLE  
3917 UNIVERSITY WAY N.E.  
SEATTLE WA 98105-6692  
USA

**Bruker AXS Inc.****Quotation**

Number 100107522  
Date 03/28/2017  
Page 3 / 10

---

Item	Material/Description	Qty	Unit price	Ext price USD
------	----------------------	-----	------------	---------------

---

**DELIVERY TERMS**

F.O.B.: Origin, Prepaid Add

**PARTS**

FREIGHT CHARGES NOT INCLUDED

All parts orders have a \$30.00 processing fee per purchase order.

**REPAIRS**

PLEASE NOTE, THIS IS AN ESTIMATE ONLY, ACTUAL CHARGES WILL BE BILLED

**SYSTEM MOVES**

THIS QUOTE REPRESENTS BRUKER'S 'BEST ESTIMATE' TO MOVE THE SYSTEM TO ITS NEW LOCATION.

PLEASE NOTE, CUSTOMER IS RESPONSIBLE TO FURNISH ALL PERSONNEL, PACKING MATERIAL AND EQUIPMENT NECESSARY TO PHYSICALLY MOVE THE SYSTEM TO ITS NEW LOCATION.

**CANADIAN QUOTES**

CANADIAN PRICES ARE SUBJECT TO CHANGE DUE TO THE DAILY FLUCTUATION OF EXCHANGE RATES.

BRUKER AXS INC. IS REQUIRED TO CHARGE HST IN PROVINCES OBSERVING THE HARMONIZED SALES TAX. ALL OTHER PROVINCES WIL BE CHARGED GST ONLY.

**REPAIR EXCHANGE**

Many PC boards and modules are available on an exchange basis.

The current list price plus freight is charged for all exchange parts. Defective parts are to be returned within 30 days and a 20% discount will be issued upon receipt.

**RESTOCKING EXCHANGE**

A 15% restocking fee not to exceed \$400.00 is charged for all returned purchased parts.

**BILLABLE ORDERING INFORMATION**

Remit payments to: Bruker AXS Inc, Box 536502, Pittsburgh, PA 15253-5907  
Remit wire transfers to: Citizens Bank, Account#1310873043, ABA#011500120  
Remit ACH to: Citizens Bank, Account#1310873043, ABA#211070175

**BRUKER AXS INC.**

5465 E. Cheryl Pkwy. Madison, WI 53711-5373

UNIVERSITY OF WASHINGTON  
ACCOUNTS PAYABLE  
3917 UNIVERSITY WAY N.E.  
SEATTLE WA 98105-6692  
USA

**Bruker AXS Inc.****Quotation**

Number 100107522  
Date 03/28/2017  
Page 4 / 10

Item	Material/Description	Qty	Unit price	Ext price USD
------	----------------------	-----	------------	---------------

**Ordering by credit card:**

Call 1-800-234-XRAY(9729), and at the prompt enter 1. Along with the credit card number (American Express, Visa, and Master Card) you will need the part number(s) and price(s), the system type and serial number i.e. D8 SN:001234 or 201234, contact person with phone number, and basic description of the work to be done. Please include the Ticket number (if one was given) or Reference Number from the quote, to speed up processing.

**Ordering with a Purchase Order (PO):**

Email a copy of the PO to customer.service@bruker.com or fax (608)276-9162. Along with the PO we will need the part number(s) and price(s), the system type and serial number i.e. D8 SN:001234 or 201234, contact person with phone number, and basic description of the work to be done. Please include the Ticket number (if one was given) or Reference Number from the quote, to speed up processing.

**Bruker AXS Inc. Terms and Conditions of Sale**

1 WARRANTY. Bruker AXS Inc (#Company#) warrants that on the date of shipment to the purchaser named on the face hereof (#Purchaser#) the goods described on the face hereof (the #Goods#), but not any software included therein, will be of the kind and quality described herein and free of any defects in workmanship and material that materially affect the functionality of the Goods.

Except as noted below for upgrades, accessories, parts and X-ray tubes, if within one (1) year from the date of initial operation, but not more than eighteen (18) months from date of shipment by Company, of any item of the Goods, Purchaser discovers that such item was not as so warranted and promptly notifies Company in writing thereof, Company shall remedy such defect by, at Company#s option, adjustment, repair or replacement of the item and any affected part of the Goods. The same obligations and conditions shall extend to replacement items furnished by Company hereunder. Company shall have the right of disposal of items replaced by it. Purchaser shall grant Company access to the Goods at all reasonable times in order for Company to determine whether there is any defect in the Goods.

The warranty period for upgrades, accessories and parts shall be a period of ninety (90) days from the date of shipment. The warranty period for X-ray tubes shall be a period of one (1) year from the date of shipment or one thousand (1000) hours of use, whichever occurs first.

Company#s responsibility does not extend to any item of the Goods which has not been manufactured and sold by the Company. Such item shall be covered only by the express warranty, if any, of the manufacturer thereof. Company and its suppliers shall also have no responsibility if the Goods have been improperly stored, handled or installed, if the Goods have not been operated or maintained according to their ratings or according to instructions in Company or supplier-furnished manuals, or if unauthorized repairs or modification have been made to the Goods.

**BRUKER AXS INC.**

5465 E. Cheryl Pkwy. Madison, WI 53711-5373

UNIVERSITY OF WASHINGTON  
ACCOUNTS PAYABLE  
3917 UNIVERSITY WAY N.E.  
SEATTLE WA 98105-6692  
USA

**Bruker AXS Inc.****Quotation**

Number 100107522  
Date 03/28/2017  
Page 5 / 10

Item	Material/Description	Qty	Unit price	Ext price USD
------	----------------------	-----	------------	---------------

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES (EXCEPT TITLE), INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND CONSTITUTES THE ONLY WARRANTY OF COMPANY WITH RESPECT TO THE GOODS.

The foregoing states Purchaser's exclusive remedy against Company and its suppliers for any defect in the Goods or for failure of the Goods to be as warranted, whether Purchaser's remedy is based on contract, warranty, failure of such remedy to achieve its essential purpose, tort (including negligence), strict liability, indemnity or any other legal theory, and whether arising out of warranties, representations, instructions, installations or defects from any cause.

2 PATENT INFRINGEMENT. Company shall at its expense and at its option either defend or arrange for the defense of any suit or proceeding brought against Purchaser to the extent that it is based upon a claim that the Goods infringe a valid patent of the country in which the Goods are to be initially installed, and Company shall pay all costs and damages therein awarded against Purchaser, provided in all instances that Purchaser promptly notifies Company in writing of such claim, suit or proceeding and gives Company full authority, information and assistance for the defense of such suit or proceeding. In the event that, in Company's opinion, the Goods appear to infringe valid claims of such patent, Company shall at its expense and at its option do one or more of the following: (1) procure for Purchaser the right to continue using such Goods; (2) replace the same with non-infringing items; (3) modify the Goods so that they become non-infringing; or (4) remove the affected items and refund to Customer the purchase price therefor, less depreciation. The foregoing states Company's entire liability for patent or other infringement by the Goods. Company shall have the right to settle any claim referred to in this Section 2. The foregoing shall not apply to, and Company shall have no responsibility respecting, infringement: (a) by the use of the Goods in a manner or purpose other than that specified by Company, (b) by the use of the Goods in a system not designed by Company, (c) by the use of the Goods for the practice of a method not designed by Company, or (d) by any Goods manufactured to a design specified by Purchaser.

If any action or claim is asserted or brought against Company based on a claim that the Goods provided by Company in compliance with Purchaser's specifications, or that any modification or any combination or any application of the Goods by persons other than Company, directly infringe any patent or proprietary rights of a third party, then the defense and indemnity obligation stated above with respect to Company shall reciprocally apply with respect to Purchaser.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF THE PARTIES HERETO FOR INFRINGEMENT OR THE LIKE OF PATENTS, TRADEMARKS, COPYRIGHTS AND OTHER PROPRIETARY RIGHTS WHETHER DIRECT OR CONTRIBUTORY, AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY IN REGARD THERETO, INCLUDING, WITHOUT LIMITATION, THE WARRANTY AGAINST INFRINGEMENT SPECIFIED IN THE UNIFORM COMMERCIAL CODE.

3 SOFTWARE PROGRAMS LICENSE. When used in this Section 3, the following terms shall have the designated meaning:

(i) Equipment. The item(s) of hardware delivered hereunder, including, but not limited to, controllers, controls, interface units, spare and repair parts.

(ii) Programs. Instructions (included in the Goods and delivered hereunder), in whatever form, for controlling the internal processing of the Equipment, including subsequent revisions, improvements or updates thereto, listings, manuals, logic diagrams and flow charts provided by Company, but excluding those delivered under separate end user or other license agreement.

(iii) Use. When the Program package contains a separate end user or other license agreement, the right to use is determined by that agreement. Otherwise, #Use# means a non-transferable and non-exclusive license to use the Programs solely with the Equipment purchased hereunder to which the Programs are applicable, all in accordance with the terms of this Section 3.

**BRUKER AXS INC.**

5465 E. Cheryl Pkwy. Madison, WI 53711-5373

UNIVERSITY OF WASHINGTON  
ACCOUNTS PAYABLE  
3917 UNIVERSITY WAY N.E.  
SEATTLE WA 98105-6692  
USA

**Bruker AXS Inc.****Quotation**

Number 100107522  
Date 03/28/2017  
Page 6 / 10

Item	Material/Description	Qty	Unit price	Ext price USD
------	----------------------	-----	------------	---------------

(iv) Modify. The right of Purchaser to develop or have developed by third parties for Purchaser#s internal use other application software programs which include any portion of a Program in any identifiable form.

Company hereby grants to Purchaser a non-transferable and non-exclusive license (the #License#) to the Programs to Use the Programs and Modify any Programs solely for Use with the Goods, all in accordance with this Section 3.

Programs are provided under the License for installation and Use on the controller, control interface unit or other Equipment identified by model and location in Company#s packing memo included with shipment of the Goods.

Purchaser will not provide or otherwise make available the Programs or copies thereof to any person or entity. Purchaser#s rights to copy Programs for its own use shall be limited to three (3) copies for archival purposes only. Copies in whatever form shall include all copyright and proprietary notices. In the event Purchaser wishes to Use Programs on equipment other than the Equipment, Company shall (to the extent it then has sufficient rights and authority) grant Purchaser such as a license upon the same terms and conditions contained in the License and upon payment to Company of the then applicable fees (if any) and the giving of written notice to Company describing the additional equipment by model and serial number. Purchaser will not decompile, disassemble, or reverse engineer works based on any Program in whole or in part.

The License is effective until Purchaser#s possession of the Equipment to which the Programs are applicable ceases or until the License is otherwise terminated as provided herein. The License will automatically terminate: (a) upon any breach or default by Purchaser in the performance of its obligations hereunder; (b) if Purchaser assigns, transfers, or attempts to assign or transfer the License or any of its rights or obligations hereunder without the prior written consent of Company; (c) in the event there is filed by or against Purchaser any petition for bankruptcy or reorganization; or (d) Purchaser assigns the License for the benefit of Purchaser#s creditors. Immediately upon termination Purchaser will, at Company#s sole discretion, either return the Programs and all copies, modifications and updates of any kind to Company or destroy the Programs together with all copies, modifications and updates and certify in writing to Company that the Programs and all copies, modifications and updates have been destroyed.

Title to each of the Programs and that portion of the modified Programs (if any) containing identifiable portions of the Programs shall at all times remain with Company. Purchaser has no rights to sell, lease, sublicense, or otherwise transfer Programs in whole, in part, or as part of modified versions, except as provided in the License. The Programs are confidential and proprietary to Company and Company#s licensor(s) (where applicable). Purchaser shall, during the term of the License and after any termination of the License, maintain the Programs in confidence and shall secure and protect them from disclosure and shall take such actions as are necessary to satisfy Purchaser#s obligations hereunder. Purchaser may disclose the Programs to its employees to the extent such disclosure is necessary to enable Purchaser to Use the Programs within the scope of the License. In the event Purchaser designates a third party to Modify any of the Programs for which a right to Modify is granted, Purchaser shall contractually in writing bind its third party designee to observe Purchaser#s obligations under the terms of the License, including confidentiality and protection of Company#s proprietary rights. Modified copies in whatever form shall include Company#s and Company#s licensors# copyright and proprietary notices. Purchaser shall not remove, modify, or obliterate any patent, copyright, or other proprietary rights notice contained on or in the Programs.

**BRUKER AXS INC.**

5465 E. Cheryl Pkwy. Madison, WI 53711-5373

**Bruker AXS Inc.****Quotation**

Number	100107522
Date	03/28/2017
Page	7 / 10

UNIVERSITY OF WASHINGTON  
ACCOUNTS PAYABLE  
3917 UNIVERSITY WAY N.E.  
SEATTLE WA 98105-6692  
USA

Item	Material/Description	Qty	Unit price	Ext price USD
------	----------------------	-----	------------	---------------

Purchaser will disclose promptly to Company and hereby grants to Company a non-exclusive, perpetual and royalty-free license to use, distribute, and modify any modifications or improvements in the Programs which are conceived by it or any third party designee pursuant to the License. Purchaser will Use the Programs and that portion of the modified Programs containing identifiable portions of the Programs only as provided herein and only during the term of the License. Purchaser will take appropriate action by instruction, written agreement or otherwise with its employees permitted access to Programs or such modified Programs to notify its employees, and to require their observance, of the obligations with respect to Use, reproduction and protection of Programs and Company's proprietary rights.

COMPANY DISCLAIMS ALL CONDITIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED WITH REGARD TO THE PROGRAMS INCLUDING ALL IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All Programs are provided on an AS IS basis.

4 PERFORMANCE DELAYS. Timely performance by Company is contingent upon Purchaser's supplying to Company, when needed, all required technical information and data, including drawing approvals, and all required commercial documentation.

If Company suffers delay in performance due to any cause beyond its reasonable control, including, but not limited to, act of God, act or failure to act of government, act or omission of Purchaser, war, fire, flood, strike or labor trouble, sabotage, or delay in obtaining from others suitable services, materials, components, equipment or transportation, the time for Company's performance shall be extended a period of time equal to the period of the delay and its consequences. Company will give to Purchaser notice within a reasonable time after Company becomes aware of any such delay.

5 ACCEPTANCE OF GOODS. When the purchase of the Goods includes installation, a Company technical representative will run the Acceptance Test Procedure. Upon successful completion of the Procedure, the Purchaser and the Bruker employee shall sign an Acceptance report, and the Goods will be considered accepted in full according to the term of the Sale.

Should Purchaser have not accepted the Goods within ninety (90) days after receipt of Goods by Purchaser, through no fault of Company, the Goods shall be deemed to be accepted by Purchaser as of the expiration of said ninety (90) days.

Should additional testing be required after acceptance, these tests will be specified and defined in a separate Sales Agreement. These tests can be purchased, and will be performed by a Company technical representative to the installation but are not considered to be part of the acceptance of Goods.

6 DELAYED SHIPMENT: STORAGE. Any item of the Goods for which manufacture or shipment is delayed by Purchaser or by causes which affect Purchaser's ability to receive the Goods, may be placed in storage by Company for Purchaser's account and risk, and Purchaser shall pay all charges for storage, trucking, and other incidental expenses incurred by Company. In the event of delayed shipment, Company may invoice Purchaser upon completion of manufacture or upon date the Goods would have been ready for shipment.

7 SHIPMENT, SUBSTITUTION, TITLE, AND RISK OF LOSS. The term shipment means delivery to the first carrier in accordance with the delivery terms of this order. Company may make partial shipments. Company shall select the method of transportation and route, unless terms are F.O.B. point of shipment and Purchaser specifies the method and route and is to pay the freight costs in addition to the price. When terms are F.O.B. destination or freight allowed to destination, destination means common carrier delivery point (within the continental United States, excluding Alaska) nearest the destination.

Company reserves the right to substitute equipment of comparable quality or upgrades for Goods ordered hereunder.

**BRUKER AXS INC.**

5465 E. Cheryl Pkwy. Madison, WI 53711-5373

UNIVERSITY OF WASHINGTON  
ACCOUNTS PAYABLE  
3917 UNIVERSITY WAY N.E.  
SEATTLE WA 98105-6692  
USA

**Bruker AXS Inc.****Quotation**

Number 100107522  
Date 03/28/2017  
Page 8 / 10

Item	Material/Description	Qty	Unit price	Ext price USD
------	----------------------	-----	------------	---------------

Title to the Goods (excepting title to the Programs) and risk of loss or damage shall pass to Purchaser at the F.O.B. point. Company shall not be responsible for damage to the Goods after having been received in good order by the carrier. All claims for loss, damage, and delay in transit are to be handled by Purchaser directly with the carrier. Claims for shortages or incorrect items must be made in writing to Company within thirty (30) days after receipt of shipment. Failure to give such notice shall constitute an unqualified acceptance and waiver by Purchaser of all claims for such shortages or incorrect items.

8 TAXES. Any applicable duties or sales, use, excise, value-added or similar taxes will be added to the price and invoiced separately (unless an exemption certificate acceptable to Company is furnished).

9 TERMS OF PAYMENT. Unless otherwise stated on the face hereof, terms of payment are net thirty (30) days after invoice. Payments shall be made in United States dollars. If shipment is delayed by Purchaser, date of notice of readiness for shipment shall be deemed to be date of shipment for payment purposes.

On late payments, the price shall, without prejudice to Company's right to immediate payment, be increased by 1½% per month on the unpaid balance, but not to exceed the maximum permitted by law.

All collection and enforcement costs of whatever nature, including attorney's fees incurred by Company, shall be borne by Purchaser. If at any time in Company's judgment Purchaser is unable or unwilling to meet the terms specified, Company may require satisfactory assurance or full or partial payment as a condition to commencing or continuing manufacture or making shipment, and may, if shipment has been made, recover the Goods from the carrier, pending receipt of such assurances.

10 NON-CANCELLATION. Purchaser may not cancel this order or terminate it for convenience, or direct suspension of manufacture or delivery, except with Company's written consent and then only upon terms that will compensate Company for its engineering, fabrication, storage, purchasing and handling charges and any other costs relating to such cancellation, termination or suspension, plus a reasonable amount for profit.

11 GOODS RETURNING FOR CREDIT. Company will not accept Goods for return unless an authorization for such return has been issued by Company in writing. Only Goods currently manufactured by Company and invoiced within the preceding twelve (12) month period will be considered for return. If Company's permission to return any Goods is granted, the amount of credit will be governed by the facts in each case. Credit issued for any item not returned in its original crate or carton will be subject to a deduction to compensate for crate or carton replacement. Special Goods fabricated to order are not returnable under any conditions.

12 NUCLEAR. Purchaser represents and warrants that the Goods shall not be used in or in connection with a nuclear facility or application.

13 LIMITATION OF LIABILITY. NEITHER COMPANY, NOR ITS SUPPLIERS, SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, LOSS OF REVENUE OR PROFIT, OR FOR COST OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY PURCHASER FOR SUCH DAMAGES RESULTING TO ANY THIRD PARTY. ANY ACCESS BY PURCHASER TO THE GOODS, SUCH AS TO INSTALL SPARE PARTS OR OTHERWISE, WILL BE AT PURCHASER'S SOLE RISK.



**BRUKER AXS INC.**

5465 E. Cheryl Pkwy. Madison, WI 53711-5373

UNIVERSITY OF WASHINGTON  
ACCOUNTS PAYABLE  
3917 UNIVERSITY WAY N.E.  
SEATTLE WA 98105-6692  
USA

**Bruker AXS Inc.****Quotation**

Number 100107522  
Date 03/28/2017  
Page 9 / 10

Item	Material/Description	Qty	Unit price	Ext price USD
------	----------------------	-----	------------	---------------

14 COMPLIANCE WITH LAWS. Company will comply with all laws applicable to Company during manufacture and sale of Goods. Purchaser will comply with all laws applicable to Purchaser in the purchase, operation or use of Goods and Purchaser shall be responsible for securing and paying for any necessary registration, licenses, permits or other requirements of any governmental bodies for Goods.

Customer understands that exports and re-exports 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. and 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. Customer shall not export, re-export or otherwise transfer or provide any Item in contravention of any Export Control Law or any end-user certificate provided by Customer, including to an embargoed or otherwise sanctioned country. Customer must notify Bruker before providing any technical data to Bruker that is controlled under any Export Control Law. Bruker will not be liable to Customer for any loss or expense if Customer fails to comply with any Export Control Law. Customer shall indemnify Bruker for all losses, costs, claims, damages and expenses (including attorney fees and expenses) arising from Customer's violation or alleged violation of any Export Control Law.

15 GOVERNING LAW AND ASSIGNMENT. The laws of the State of North Carolina shall govern the validity, interpretation, and enforcement of this order. Any attempted assignment or transfer by Purchaser of any of the rights, duties, or obligations of this order without the prior written consent of Company shall be void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided, however, that this order may not be assigned by Purchaser without the prior written consent of Company.

16 SEVERABILITY. Each provision of these terms shall be deemed severable and, in the event that any part hereof is unenforceable in any action or proceeding, the parties direct that the balance be considered separate and distinct and enforceable as such.

17 ACCEPTANCE OF Terms. The terms and conditions contained herein constitute the sole terms and conditions governing the purchase by Purchaser from Company of the Goods and the license of the Programs. Purchaser may acknowledge its acceptance of these terms and conditions by executing and returning the attached acknowledgement copy to Company and, in any event, Purchaser shall be deemed to have accepted these terms and conditions by placing a purchase order for the Goods or the Programs or by its receipt of the Goods or the Programs. Any terms and conditions different from or in addition to those contained herein, including any contained in Purchaser's purchase order or in any other document furnished by Purchaser, shall be of no force or effect in connection with the sale of the Goods or the license of the Programs and Company hereby objects to and rejects in their entirety all such terms and conditions, as Company's agreement to sell the Goods and license the Programs is expressly made conditional upon the use of these terms and conditions.

18 ENTIRE AGREEMENT. These terms and conditions, the provisions on the face hereof and any other documents incorporated by reference on the face hereof are the sole and exclusive statement of the agreement between the parties concerning the purchase and sale of the Goods and the license of the Programs and supersede any prior or contemporaneous agreements, orders, quotations, demonstrations, samples, proposals or understandings in connection therewith. These terms and conditions may only be amended, waived, or revoked by a written instrument executed by both Company and Purchaser.

**BRUKER AXS INC.**

5465 E. Cheryl Pkwy. Madison, WI 53711-5373

UNIVERSITY OF WASHINGTON  
ACCOUNTS PAYABLE  
3917 UNIVERSITY WAY N.E.  
SEATTLE WA 98105-6692  
USA

**Bruker AXS Inc.****Quotation**

Number 100107522  
Date 03/28/2017  
Page 10 / 10

---

Item	Material/Description	Qty	Unit price	Ext price USD
------	----------------------	-----	------------	---------------

---

19 GOVERNMENT PROCUREMENT PROVISIONS. Unless exempt, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, age, sexual orientation, national origin, protected veteran status or disability. If applicable, the contractor and subcontractor shall also abide by the requirements 41 CFR 61-300.10 regarding veterans# employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.

We hope that our quotation satisfies your technical needs and meets your analytical expectations. For further questions please do not hesitate to contact us again.

Best regards,

**BRUKER AXS**