

MEPNN Supplier Scouting Opportunity Synopsis

Section 1: General Information

Scouting Number	2025-366
Item to be Scouted	Somerville Screen
Days to be scouted	30
Response Due By	12/19/2025
Description	Somerville Std. Screen 110V/60Hz-1 phase w/o Screen Designed for measuring shive content of pulps, now increasingly used for centrate determination in secondary fiber. Meets Tappi T 275. Supplied

Section 2: Technical Information

Type of supplier being sought	Manufacturer
Reason	BABA
Describe the manufacturing processes (elaborate to provide as much detail as possible)	Rugged stainless steel construction. The precision engineered stainless steel screenplate has 756 slots. The standard screenplate has slot width of 0.006" (0.15mm). An optional screenplate with 0.004" (0.10mm) slots is also available. Electrical characteristics: 110volts/60Hz.
Provide dimensions / size / tolerances / performance specifications for the item	The standard screenplate has slot width of 0.006" (0.15mm). An optional screenplate with 0.004" (0.10mm) slots is also available. Electrical characteristics: 110volts/60Hz. Replacement Screens also required: Special Somerville Screen (K134), 0.15mm (0.006") wide slot. Precision engineered stainless steel screen plate, which is critical for consistent results. Plate dimensions: 318mm x 268mm x 10 mm Special Screen for Somerville Screen (K134), 0.25mm (0.010") wide slot. Precision engineered stainless steel screen plate, which is critical for consistent results. Plate dimensions: 318mm x 268mm x 10 mm
List required materials needed to make the product, including materials of product components	Stainless Steel, Electrical Components, Rubber
Are there applicable certification requirements?	Yes
Details	Meets Tappi T 275
Are there applicable regulations?	No
Are there any other standards, requirements, etc.?	No
Additional Technical Comments	

Section 4: Business Information

Estimated potential business volume	1 Somerville Screen Complete unit with Replacement Screens should last 10+ years with use at 100 hours/year
Estimated target price / unit cost information (if unavailable explain)	\$25,000-\$35,000 (based on current quote from manufacturer)
When is it needed by?	1 Month
Describe packaging requirements	Best available. Delivered undamaged. Specifics discussed in negotiation.

Where will this item be shipped?	University of Maine Orono, ME 04469 USA
----------------------------------	--

Additional Comments

Is there other information you would like to include?	The attached document is a quote for the Somerville Screen requested. We have not been able to find a U.S. manufacturer. The quote is from a U.S. distributor, but the unit is not manufactured in the U.S. We seeking an alternative distributor/manufacturer that will satisfy BABA requirements.
---	---

University of Maine At Orono

Quotation

To:	Jamie Hargreaves james.hargreaves@maine.edu	Quotation Number:	Q-28264
From:	Mike Salucci FlexPack Sales Manager, Americas (315) 706-8900 msalucci@industrialphysics.com	Date:	May 21, 2025
		Quote Expires On:	June 20, 2025

#	Quantity	Product SKU	Product Description	Unit List	Extended Total
1	1	71-20-00-0003	Somerville Std. Screen 110V/60Hz-1 phase w/o Screen Somerville Screen, designed for measuring shive content of pulps, now increasingly used for contrary determination in secondary fiber. Meets Tappi T 275. Supplied complete and ready to use with stand, electrical control box, spray pistol, and hose (DOES NOT INCLUDE SCREENPLATE). Rugged stainless steel construction. The precision engineered stainless steel screenplate has 756 slots. The standard screenplate has slot width of 0.006" (0.15mm). An optional screenplate with 0.004" (0.10mm) slots is also available. Electrical characteristics: 110volts/60Hz. *This model is the same as 71-20-00-0001 except it does NOT include any screenplates, they will need to be ordered separately.	\$19150	\$19150.00
2	1	71-20-02	Standard screen plate (complete) for Somerville Screen: 0.15mm screen Replacement Special Screen for Somerville Screen (K134), 0.15mm (0.006") wide slot. Precision engineered stainless steel screen plate, which is critical for consistent results. Plate dimensions: 318mm x 268mm x 10 mm	\$3550	\$3550.00
3	1	71-20-07	Standard screen plate (complete) for Somerville Screen: 0.25mm screen Replacement Special Screen for Somerville Screen (K134), 0.25mm (0.010") wide slot. Precision engineered stainless steel screen plate, which is critical for consistent results. Plate dimensions: 318mm x 268mm x 10 mm	\$3550	\$3550.00
				Sales Amount:	\$26,250.00
				Order Disc (%):	\$0.00
				Sales Tax:	\$0.00
				Freight/Misc Charges	\$0.00
				Total Amount:	\$26,250.00

Please be aware that IP products can be produced by sites that are located outside of the country from which this quote originates. Applicable import fees may be charged directly to the customer.

Industrial Physics reserves the right to pass along incremental export duties at time of shipment as a service charge.

Payment Terms:
Shipment Method: Ex Works New Albany, IN, US
Delivery Time:

Additional Notes

NOTE 1: PRICE QUOTE DOES NOT INLCUDE TAX OR SHIPPING.

Industrial Physics Inc. Terms and Conditions of Sale

These Terms & Conditions of Sale apply to all goods and services (collectively, "Products") provided by Industrial Physics Inc. ("IP") or its affiliate (in each case, "Seller") and sold to the original purchaser thereof ("Buyer"). See [\[IP Affiliates\]](#) for current contact information for IP and its affiliates. Unless otherwise specifically stated herein, the term "Seller" includes only the legal entity from which you are ordering and none of its affiliates. Unless otherwise specifically stated in a written purchase agreement signed by authorized representatives of Seller and Buyer, these Terms & Conditions of Sale exclusively establish the contract rights, obligations and remedies of Seller and Buyer arising out of or related to the Products. No salesperson is authorized to bind Seller to any promise or understanding not expressed herein.

1. APPLICABLE TERMS & CONDITIONS: Seller's offer, website, order acknowledgment, and invoice documents contain these Terms & Conditions of Sale directly or by reference. The first to occur of the following acts constitutes an acceptance of Seller's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with and incorporating these Terms & Conditions: (i) Buyer's issuance of a purchase order against Seller's offer; (ii) acknowledgement of Buyer's order by Seller; or (iii) Seller's commencement of performance of Buyer's order. All other terms and conditions, general terms of purchase, or other terms of Buyer (whether contained in Buyer's purchase documents, electronic commerce interfaces, or otherwise) are hereby expressly excluded and not part of the Contract and Seller rejects any additional or inconsistent terms and conditions offered by Buyer at any time, irrespective of Seller's acceptance of Buyer's order. In the case of sales via Seller's Website, Buyer's submission of its order on the website constitutes Buyer's acknowledgement and acceptance of these Terms & Conditions of Sale and Seller's express acceptance of Buyer's Website order or, if none, Seller's delivery of the ordered Products, constitutes the formation of the contract for website sales subject to these Terms & Conditions of Sale.

2. DELIVERY: Delivery point is FCA Seller's premises, Incoterms 2024, and all risk of loss and damage to Products passes to Buyer at that point. Legal title to goods and to any works products prepared for Buyer in the course of performing services pass to Buyer only upon Buyer's full payment of the purchase price, services fee, and other agreed compensation for the Products. At the request of Seller, Buyer will, at its cost, fully cooperate to fulfill any further requirements to enforce Seller's retention of title. Seller may at any time, in its sole discretion, without liability or penalty, make partial deliveries of Products to Buyer. Each delivery will constitute a separate sale, and Buyer will pay for the Products shipped whether such shipment is in whole or partial fulfillment of Contract. If the shipment contains reusable packing of more than nominal value, Buyer agrees to follow Seller's reasonable instructions regarding the return or other disposition of such packaging.

3. TIME FOR DELIVERY: Seller will use commercially reasonable efforts to deliver the Products within the time specified on the face of the Contract or, if no time is specified, within Seller's normal lead-time necessary for Seller to deliver the Products. Upon prior agreement with Buyer and for an additional charge, Seller will expedite delivery. Standard service delivery hours are the local office hours from Monday through Friday, excluding public holidays, of the country of Seller's legal entity from which Buyer is ordering ("Country of Order"). Where Buyer notifies Seller that it cannot take timely delivery of the Products, Seller may place such Products in storage, at the risk of Buyer, and Buyer will reimburse Seller for all expenses incurred in connection with such storage. If Buyer does not accept delivery within a reasonable time, Seller may dissolve the Contract, retain the Products, and recover from Buyer 25% of the order value, representing the parties' best estimate of Seller's actual damages.

4. INSPECTION & COSTS: Buyer will promptly inspect and accept all Products upon receipt. If the Products do not conform to their applicable specifications, Buyer will promptly notify Seller of such nonconformance in writing. Seller will have a reasonable opportunity to repair or replace the nonconforming Products at its option. Seller will, at its own discretion, perform any repairs at Seller's designated factory, bench repair location, or at the Buyer's site. A Buyer seeking warranty service must contact Seller for instructions on repair location and associated logistics. In the case of nonconforming goods, Seller will cover shipping costs from / to an original purchasing address within the Country of Order when shipment is arranged with Seller's preferred transportation vendor; all other forms of shipment, shipments and/or repairs outside the Country of Order, and de-installation and installation costs are at Buyer's expense. Buyer will be deemed to have accepted delivered Products and to have waived any such nonconformance if Seller does not receive written notice of nonconformance within thirty (30) days of delivery. This does not apply to any hidden defects in the Products; Buyer must notify Seller in writing immediately upon the earlier of Buyer's discovery of same or the time that Buyer should have discovered such hidden defect if acting with reasonable diligence, failing which, Seller is responsible for all costs of remediation.

5. PRICES & ORDER SIZES: All prices are based on delivery as stated above and are in US Dollars, unless Seller's order acknowledgement for shipments outside the US states otherwise. The prices listed represent an estimate for the Products based on the current price lists at the time of order. The actual amounts charged are determined on the date

of actual delivery along with shipping and transportation charges according to Seller's rates then in effect. Additionally, Seller is entitled to impose a reasonable surcharge if the supply chain costs (e.g., material, labor, and freight costs) significantly increase between the effective date of the Contract and the date of delivery. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory, or excise taxes; import or export duties; special financing fees; VAT, income, or royalty taxes; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Seller with acceptable exemption certificates, which obligation survives performance under the Contract. Seller reserves the right to require minimum order sizes and will advise Buyer accordingly. If Buyer requests the supply of additional Products versus the amounts or types of set forth in the Contract, or where substantial changes to the Products are requested, Seller is entitled to additional compensation in accordance with Seller's prices then in effect.

6. CANCELLATION: Seller may cancel all or part of any order before delivery without liability if the order includes any Products that Seller determines, in its sole reasonable discretion, may not comply with export, safety, local certification, or other applicable compliance requirements. Buyer may cancel all or part of any order before delivery, subject to prior written approval of Seller's authorized representative and reasonable restocking charges, except in the case of any Products specifically designed for Buyer as stated in the Contract. With respect to any service programs that have expired or been cancelled by Buyer, Seller may require inspections and re-instatement fees prior to reactivation.

7. PAYMENTS: Buyer must make all payments in US Dollars, unless Seller's order acknowledgement for shipments outside the US states otherwise. For Web orders, the purchase price is due at the time and manner set forth on Seller's Website. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation. Buyer must make all payments by wire transfer or ACH to the account stated on the front of Seller's invoice, or for customers with no established credit, Seller may require cash or credit card payment in advance of delivery. If Buyer does not meet credit standards, the Seller reserves the right to require payment in advance of shipment.

8. PAYMENT FRAUD: Buyer and Seller both recognize that there is a risk of payment fraud when individuals impersonating a business demand payment under new wire transfer or other payment instructions. To avoid this risk, Buyer must verbally confirm any new or changed payment transfer instructions by calling Seller at the appropriate number listed in [\[IP Affiliates\]](#) and speaking with Seller's Finance (Receivables) Department before transferring any monies using the new payment instructions. Both parties agree that they will not institute payment transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment transfer instruction changes before any outstanding payments are due using the new instructions. Buyer's payment to any new account other than one that Seller has verbally confirmed using the above procedure will not discharge Buyer's payment obligation to Seller.

9. PAYMENT DEFAULT: If Buyer fails to make payments within 30 days of its receipt of Seller's invoice, Seller may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate the Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) demand a lump sum payment at the rate provided by law; (f) repossess the Products for which payment has not been made; (g) recover all costs of collection including reasonable attorney's fees exceeding the lump sum payment pursuant to (e); or (h) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under the Contract from any other sums, liquidated or otherwise, that are or may be due Buyer, which arise out of a different transaction with Seller or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Seller in its reasonable discretion, Seller may require cash payment or other security. If Buyer fails to meet these requirements, Seller may treat such failure as reasonable grounds for termination of the Contract, in which case reasonable cancellation charges will be due Seller. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under the Contract and affords Seller all the remedies of a secured party under applicable law plus the remedies stated above for late payment or non-payment.

10. LIMITED WARRANTY: Seller warrants that, except as otherwise stated, goods sold under the Contract will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased. The warranty period for goods is twelve (12) months from delivery unless a shorter or longer period is expressly stated in the applicable Seller manual or in these Terms & Conditions of Sale. Seller warrants that spare parts and services furnished under the Contract will be free from defects in workmanship for a period of ninety (90) days from sale of the

spare parts or the completion of the services. Parts provided by Seller in the performance of services may be new or refurbished parts functioning equivalent to new parts. Seller reserves the right to invoice at list price for any parts replaced during a service visit that are replaced due to normal wear and Buyer agrees to pay for such parts. Seller warrants replacement parts provided for repaired goods against defects for the longer of ninety (90) days or the remainder of the original warranty period, if any. Any non-functioning parts that Seller repairs become the property of Seller. No warranties apply to goods that are normally consumed in operation, such as, without limitation, spares or accessories. **All other guarantees, warranties, conditions, and representations, either express or implied, whether arising under any statute, law, commercial usage, or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** Any modifications on the Products other than those made by authorized representatives of Seller and/or use of parts not originally manufactured by or for Seller invalidate this limited warranty. The sole remedy for Products not meeting this Limited Warranty is, at Seller's reasonable choice, replacement, repair, reperformance of the non-conforming services, credit, or refund (partial or full) of the purchase price. See Article 4 INSPECTION & COSTS for details of location and allocation of logistics costs for repairs and replacements. This remedy will not be deemed to have failed of its essential purpose so long as Seller is willing to provide such repair, replacement or reperformance, credit, or refund. Seller reserves the right to exclude any warranty for Products that have not been commissioned by Seller's technicians or certified representative; any repair of such Products will be at Buyer's cost.

11. INDEMNIFICATION: Indemnification applies to a party and its successors-in-interest, assignees, affiliates, directors, officers, and employees (collectively, "Indemnified Parties"). Seller is responsible for and will defend, indemnify, and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses, or damages which may result from accident, injury, damage, or death due to Seller's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Seller Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any Products by the Buyer or any third party affiliated or in privity with Buyer.

12. PATENT PROTECTION: Subject to all limitations of liability provided herein, Seller will, with respect to any Products of Seller's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any US or European patent for Products that Seller sells to Buyer for end use in the US, UK, or EU that has been issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer under the Contract and from reasonable expenses incurred by Buyer in defense of such suit if Seller does not undertake the defense thereof, provided that Buyer promptly notifies Seller of such suit and offers Seller either (i) full and exclusive control of the defense of such suit when Products of Seller only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Seller are also involved. Seller's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Seller's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Seller will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Seller for patent infringement by the Products. Further, to the same extent as set forth in Seller's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Seller for patent infringement arising from (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Seller's Products when used in combination with any other devices, parts or software not provided by Seller under the Contract.

13. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

14. SOFTWARE: All licenses to Seller's separately-provided software products are subject to the separate software license agreement(s) accompanying the software (which terms Seller will provide to Buyer before entering the Contract as described herein upon Buyer's request). In the absence of such terms and for all other software, Seller grants Buyer only a personal, non-exclusive license to access and use the software provided by Seller with Products purchased under the Contract solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of opensource software, which Buyer may use under the terms and conditions of the specific license under which the opensource software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

15. PROPRIETARY INFORMATION; DATA PRIVACY: "Proprietary Information" means any information, technical data, or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Seller considers proprietary, including but not limited to service and

maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Seller and will not transfer or disclose it without Seller's prior written consent, or use it for the manufacture, procurement, servicing, or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Seller's property. Seller grants no right or license to Buyer or its customers, employees, or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Seller, except for the limited use licenses implied by law. In respect of personal data supplied by Buyer to Seller, Buyer warrants that it is duly authorized to submit and disclose such data, and that the Buyer will comply with all applicable data protection laws. Buyer acknowledges that Seller will manage Buyer's information and personal data in accordance with its Privacy Policy, located at <https://industrialphysics.com/privacy-policy/> and incorporated herein by reference.

16. PRODUCT CHANGES: Seller reserves the right to make design changes or improvements to any products of the same general class as Products subject to the Contract without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date; conversely, Seller may, at its discretion, incorporate changes in Products that do not affect form, fit, or function and deliver these Products in satisfaction of the Contract.

17. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Seller's catalogs and literature as intended uses. Unless Seller has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires a special medical device clearance unless and only to the extent the Product has such clearance. Any warranty granted by Seller is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

18. SERVICE PROVISIONS: In connection with Seller's services, Buyer will permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Seller employees or contractors are performing service, repair, and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites, and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Seller employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the equipment to be serviced is situated in an unsafe environment, Buyer is solely responsible to make it available in an environment where Seller's service technician's safety will be ensured and where the conditions will not interfere with performance of the service work. Seller's service technicians will not work in an unsafe environment and Buyer will bear the costs for any service visit aborted due to non-compliance with these safety responsibilities and for any return visit needed to complete the work. If Buyer requires Seller's employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Seller the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Seller and does not serve to alter, amend, limit, or supersede any part of these Terms & Conditions and/or the Contract. Services necessitated by any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Seller; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the goods are not designed to operate or is not in accordance with Seller's operating manuals; (c) the use of parts or accessories not provided by Seller; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

19. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Seller represents that all Products delivered under the Contract will be produced and supplied in compliance with applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation and use of all Products, including import and export control laws and regulations of the Country of Order, the US, EU, and any other country having proper jurisdiction, and will obtain all necessary licenses in connection with any subsequent export, re-export, transfer and use of Products and technology delivered under the Contract. Buyer is not an agent or representative of Seller and will not present itself as such under any circumstance unless and only to the extent it has been formally screened by Seller's

legal department and received a separate duly-authorized letter from Seller setting forth the scope and limitations of such authorization. Unless otherwise specified in the Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will not sell, transfer, export, or re-export any Seller Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical, or biological weapons or missiles, or use Seller Products or technology in any facility that engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters ("AC Laws") that apply to Buyer's business activities in connection with the Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the United Kingdom Bribery Act of 2010, as amended, and their respective implementing regulations. Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Seller, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to the Contract. Buyer warrants that it does not know or have reason to believe that any consultant, agent, representative, or other person retained by Buyer in connection with the sale or distribution of Products has violated, or caused Seller to violate, AC Laws. Buyer further warrants that Buyer will not violate or cause Seller to violate the U.S. Antiboycott Provisions of the U.S. Export Administration Regulations issued under the U.S. Export Administration Act of 1979, as amended, in connection with Buyer's purchase of Products and that Buyer will not request or require Seller to make statements or certifications against countries that are not subject to boycott by the U.S. Buyer will not facilitate tax evasion or fail to prevent tax facilitation in accordance with the requirements of the UK Criminal Facilitation Act or similar laws of other jurisdictions.

20. FORCE MAJEURE: Except for Buyer's payment obligations, neither party will be liable for delays in performance, in whole or in part, or any loss, damage, cost, or expense resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, epidemics, pandemics, embargos, acts of government or other civil or military authority, war, riots, delays in transportation, difficulties in obtaining labor, materials, manufacturing facilities or transportation, or other similar causes ("Force Majeure Event"). In such event, the party delayed will promptly give notice to the other party and use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The party affected by the delay may: (a) extend the time for performance for the duration of the Force Majeure Event, or (b) cancel all or any part of the unperformed part of this Contract without penalty and without being deemed in default or in breach thereof, if such Force Majeure Event lasts longer than ninety (90) days. If a Force Majeure Event affects Seller's ability to meet its obligations at the agreed upon pricing, or Seller's costs are otherwise increased as a result of such Force Majeure Event, Seller may increase pricing accordingly upon written notice to Buyer.

21. NONASSIGNMENT AND WAIVER: Buyer will not transfer or assign the Contract or any rights or interests thereunder without Seller's prior written consent. Failure of either party to insist upon strict performance of any provision of the Contract, or to exercise any right or privilege contained therein, or the waiver of any breach of the terms or conditions of the Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

22. LIMITATION OF LIABILITY: None of the Seller Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased under the Contract; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the Products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Seller Indemnified Parties arising out of the performance or nonperformance under the Contract or Seller's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Seller for Products delivered thereunder.

23. APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance of these Terms & Conditions of Sale and of the Contract and all transactions thereunder will be governed by the laws of the Country of Order excluding the Convention on the International Sale of Goods (CISG) and without regard to its principles or laws regarding conflicts of laws, and Buyer submits to the exclusive jurisdiction of the Country of Order for resolution of any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation. Unless otherwise specifically agreed upon in writing between Seller and Buyer, any dispute relating to the Contract which is not resolved by the parties will be adjudicated by a court of competent jurisdiction in the Country of Order. If the Country of Order is the US, the parties will resolve disputes under New York State law in a state or federal court located in New York City.

24. ENTIRE AGREEMENT: These Terms & Conditions of Sale together with the Contracts formed as described herein (incorporating these Terms & Conditions) constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. If any provision of these Terms & Conditions of Sale to any extent is declared invalid or unenforceable, said provision will be self-deleting and the remainder of these Terms & Conditions of Sale will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by law.

IP Universal Terms and Conditions of Sale Rev. 2024-10-02