

VBS srl  
Avenue Landas, 17  
B-1480 SAINTES

Tel. +32 2 3547177  
E-Mail sales@vbseurope.com

## ORDER CONFIRMATION

Page: 1  
Date: Saintes, 20/10/2021  
O/Ref. 10290  
Y/Ref. 9170000249

MwST	BE 0461.784.336	Fortis	271-0521767-36
RPR	Nivelles	Bic	GEBABEBB
Web	www.vbseurope.com	Iban	BE46 2710 5217 6736

### Invoice address

Istituto Nanoscienze-CNR  
Piazza S. Silvestro 12  
56127 PISA  
ITALY

### Delivery address

C.N.R. Istituto Nanoscienze - NEST  
Piazza S. Silvestro, 12  
56127 PISA  
ITALY

We thank you for your order and confirm as follows :

Product	Quantity	Description	Unit price	Total
36104	1,00	<u>L/V Phase Separator with 4 bottom outlets</u> With modulating level control Dynamic vacuum insulated 85 - 265 V / 47- 440 Hz  Includes: - Built-in vacuum jacketed modulating valve - Liquid level measurement and display console - 2 vacuum zone valves (for inlet to phase separator and for vacuum connection) - Vacuum coupling cap for vent bayonet - Mesh strainer for bulk tank connection - Jumper hoses for all bayonet connections  Specify either 110V or 220V	18.514,73	18.514,73
TRIAXS10UP	2,00	Triax upper bayonet, dynamic, feed or return	1.006,07	2.012,14
TRIAXS5	18,00	S-5 Triax line - Stainless steel, price per meter	273,08	4.915,44
59220	1,00	1/4" A-5 V.J. Pneumatic. Valve (220V) F5 x Elbow M5	4.794,22	4.794,22
SEMS5DYN	19,00	Semiflex S-5, dynamic vacuum, price per meter, In 2 sections, MBE return line	215,59	4.096,21
SEMBAYOM5	2,00	Semiflex A-5/S-5/FS-5 male bayonet, dynamic Lower MBE connections	533,83	1.067,66
X	1,00	Cap for Bayonet during bake-out	150,00	150,00

VBS srl  
Avenue Landas, 17  
B-1480 SAINTES

Tel. +32 2 3547177  
E-Mail sales@vbseurope.com

MwST	BE 0461.784.336	Fortis	271-0521767-36
RPR	Nivelles	Bic	GEBABEBB
Web	www.vbseurope.com	Iban	BE46 2710 5217 6736

## ORDER CONFIRMATION

Page: 2  
Date: Saintes, 20/10/2021  
O/Ref. 10290  
Y/Ref. 9170000249

### Interconnecting line

SEMFS5SEA	1,00	Semiflex FS-5 sealed per meter	339,80	339,80
S- SEMBAYOSETS5	1,00	Semiflex S-5 bayonetset, sealed	1.357,39	1.357,39

### Vent Line

SEMS10DYN	9,50	Semiflex S-10, dynamic vacuum, price per meter	276,16	2.623,52
SEMBAYOSETA1C	1,00	Semiflex S-10 bayonetset, dynamic	1.170,32	1.170,32

<b>Delivery date</b>	03/11/2021	<b>Total:</b>	<b>€ 41.041,43</b>
<b>Payment terms</b>	30 days		
<b>VAT number</b>	IT02118311006		
<b>Incoterms</b>	DDP		
<b>Warranty</b>	10 Years on material, pump 1 year		

**TERMS OF SALE**

1. **Controlling Terms.** These terms and conditions shall supercede any provisions, terms, and/or conditions contained on any confirmation order or other writing the Buyer may give or receive, and the rights of the parties shall be governed **exclusively** by the provisions, terms, and conditions of this document.
2. **Guarantee.** The Seller guarantees to replace or, at its sole option, repair any products or parts thereof which are found defective in material or workmanship within two years for Seller's fabricated parts and one year for purchase parts from date of shipment. The Seller's obligation with respect to such products or parts shall be limited to replacement or repair, and in no event shall Seller be liable for consequential or special damages, or for transportation, installation adjustment, or other expenses which may arise in connection with such products or parts. Service on products after the expiration of the guarantees provided in this paragraph shall be in accordance with and governed by a separate Maintenance Agreement between Seller and Buyer.
3. **DISCLAIMER OF WARRANTIES.** SELLER MAKES NO WARRANTIES BEYOND THOSE SET FORTH IN PARAGRAPH 2 OF THIS DOCUMENT. SPECIFICALLY, SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY NOT SET FORTH IN PARAGRAPH 2 OF THIS DOCUMENT. THE GUARANTEES SET FORTH IN PARAGRAPH 2 OF THIS DOCUMENT DO NOT APPLY TO DAMAGE RESULTING FROM IMPROPER USE OF THE PRODUCT(S) OR BUYER'S FAILURE TO MAINTAIN THE PRODUCT(S) ACCORDING TO SELLER'S RECOMMENDED SPECIFICATIONS. MOREOVER THE GUARANTEES SET FORTH IN PARAGRAPH 2 OF THIS DOCUMENT ARE LIMITED TO THE AMOUNT OF THE INVOICE.
4. **Exclusive Remedies for Breach of Warranty.** The Buyer's **exclusive** remedies for any breach of the warranties set forth in paragraph 2 of this document are (i) repair or replacement by Seller in accordance with the terms of paragraph 2 of this document, or (ii) refund of purchase price should the Seller be unable to repair or replace the goods within a reasonable time.
5. **Consequential Damages Excluded.** IN NO CASE SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of business equipment or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. Buyer and Seller agree that this exclusion of consequential damages shall remain in full force and effect even if the exclusive remedies, set forth in paragraph 4 of this document, are deemed to fail of their essential purpose.
6. **Nonconformity.** All materials made by the Seller are to be inspected before shipment, and should any of such materials prove defective due to faults in manufacture, or fail to meet the written specifications accepted by the Seller, the Buyer shall not return the goods, but shall notify the Seller immediately, stating full particulars in support of his claim, and the Seller will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly, but under no circumstances shall the Seller be obligated for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use materials purchased for any purpose.
7. **Time for Making Claims.** Claims for defective merchandise, shortages, delays, or failures in shipment or delivery, or for any other cause, shall be deemed waived and released by the Buyer, unless made in writing within ten days after arrival of the merchandise.
8. **Conditions.** All orders or contracts are accepted with the understanding that they are subject to the Seller's ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to the Seller's current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.
9. **Materials.** Materials furnished by the Seller are to be within the limits and of the sizes published by the Seller and subject to the Seller's standard tolerances for variations.
10. **Seller's Right of Possession.** The Seller shall have the right, in addition to all others it may possess, at any time, for credit reasons or because of the Buyer's default or defaults, to withhold shipments, in whole or in part, and to recall goods in transit, retake same and repossess all goods which may be stored with the Seller for the Buyer's account, without the necessity of taking any other proceedings, and the Buyer consents that all the merchandise so recalled, retaken, or repossessed shall become the absolute property of the Seller, provided that the Buyer is given full credit therefore.
11. **Payment Terms.** Net amount of invoice in full within the agreed payment terms. If in our opinion the financial condition of the Buyer at any time does not justify continuance of production or shipment on the terms of payment specified, we may require full or partial payment in advance. Terms of lease of Seller's equipment shall be governed by Seller's lease terms and conditions.
12. **Delays.** The Seller will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the Buyer by reason of such delay, when such delay is, directly or indirectly, caused by, or in any manner arises from, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of there hereinbefore specified) beyond its control.
13. **Cancellation.** An order once placed with and accepted by Seller can be cancelled only with Seller's consent and upon terms that will indemnify Seller against loss.
14. **Process Licenses.** The purchase or lease of any of Seller's products does not include a license to Seller's process technology, which may require, depending upon Buyer's use of the products, a license from Seller and the payment of royalties.
15. **Purchases for Resale.** If Buyer purchases goods from Seller with the intent to resell the goods to third parties, Buyer represents and warrants that it will provide an executed copy of this document to any prospective or actual purchasers of the goods.
16. **Governing Law.** This agreement shall be governed in accordance with the Belgian laws. Only the courts of Brussels shall have jurisdiction as to any disputes between the parties unless other specified.