



TENNESINE INSTRUMENTS CORPORATION

6245 North Federal Highway 526

Fort Lauderdale, FL 33308

EIN #: 82-3936236

Ref:PLS

PROFORMA INVOICE

Number:	ATS_0107-24 ver 2
Customer Ref:	N/A
Date:	16/07/2024
Bill To:	Centro Brasileiro de Pesquisas Físicas – CBPF / MCTI CNPJ: 04.044.443/0001-35 CEP: 22290-180 Rua Dr Xavier Sigaud, 150 Urca– Rio de Janeiro – Brasil Tel : +55 21 21417456 / 21417310

COMMERCIAL CONDITIONS

- | | |
|--|--|
| <ul style="list-style-type: none">• Validity: 30 days• Currency: USD• Payment Terms: In Advance• Suggested NCM : 90279099 | <ul style="list-style-type: none">• Estimated delivery time : 8 – 10 weeks• Warranty: 12 months• Manufacturer: Oxford Instruments / Tomco• Incoterm: Ex-Works, FL |
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#	ITEM	QTY.	UNIT	TOTAL
1	P/N: RSP-1000-48 RF - Power Supply 48V/21A	1	9,240.00	9,240.00
2	P/N: PrBoard Amplifier Board for 53mm probe	1	2,100.00	2,100.00
			TOTAL (USD)	11,340.00

#	TECHNICAL DESCRIPTION
1	RF Power Supply, Tomco, modelo RSP-1000-48, 48V/21A – BT00500 AlphaS
2	53mm Probe rectifier plate, Integrated signal pre-amplifier

ADDITIONAL INFORMATION



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EIN #: 82-3936236

- Weight & Box Size – Gross weight 5,5 kg, Box size 35 x 35 x 25cm

Banking Information:

Beneficiary: Tennessine Instruments Corporation

7901 Kingspointe Pkwy, Suite 31

Orlando – FL 32819 – USA

Phone: +1 321 662 4802

info@tennessine.com.br

Bank of America, FLO-535-01-01

2293 Sand Lake Rd, Orlando, FL 32809

Account number: 8980 9079 6060

Routing: #063100277

Swift Code: BOFAUS6S (US Dollar)

Contacts:

Mr. Tiago Renovato

Tel: + 55 84 98824-5138

tiago.renovato@tennessine.com.br

Mr. Abel Folego

Tel: + 55 21 982057925

abel.folego@tennessine.com.br

Electronic signature of the directors:



Abel A. F. Ribeiro
Business Director



Tiago Renovato
Business Director



Tennessine Instruments Corporation - General Sales Contract

Definitions

"Vendor" means Tennessine Instruments Corporation, Pompano Beach, Florida, USA
"Purchaser" means the company, institute, or authorized representative issuing the Order
"Goods" means the items described in the Order and any associated items implicit in that description
"Specification" means the technical specification (if any) of the Goods contained in, or referred to, in the Order
"Order" means the order placed by the Purchaser for the supply of the Goods
"Quotation" means an officially issued description including Specifications and prices issued by the Vendor
"Incoterms" means the international commerce terms determined in the Quotation

General

The Purchaser's Order must be accompanied by sufficient information to enable the Vendor to proceed forthwith with the Order but shall not constitute a contract until accepted by the Vendor in writing. All Orders are accepted; Goods supplied, and Quotations submitted subject to and upon these general conditions and no addition or variation thereto shall apply unless specifically agreed in writing by an authorized representative of the Vendor.

Resale

If the Goods are to be purchased for resale, the Purchaser must inform the final client previously to the Order. All responsibility to the final client is exclusively of the Purchaser, exempting the Vendor. Extra costs, guarantees and agreements between the Purchaser and the Final Client will not be considered as commercial terms with the Vendor unless a request is made and an addendum to the agreement is established prior to the sale. The Vendor will respect the Purchaser's resale price policy, but no overpricing and unethical market actions that can damage the Vendor's commercial competitiveness will be allowed.

Shipment

Shipment will be made ExWorks as per 2010 ICC Incoterms unless other terms have been agreed and stated in the Quotation. In all cases, responsibility - except as stated in its warranty - ceases and risk of loss shall pass upon delivery of the material to the shipping agent, irrespective of methods of shipment and methods of payment for shipment.

Title

Neither the legal nor the equitable title in the Goods shall pass to the Purchaser until the Goods have been paid for in full. If, nevertheless, the Goods or items into which the Goods have been incorporated are sold before the Goods have been paid for in full, the Purchaser shall hold the proceeds of sale in trust for the Vendor and shall be entitled to trace the Goods into such items. For the purpose of recovery of the Goods, the Vendor may enter upon the premises of the Purchaser where the Goods are stored or where the Goods are reasonably thought to be stored and may repossess the same.

Installation

Where the contract provides for installation by the Vendor, the Purchaser shall at their expense, make provision for the following:

- a) Electrical supplies, argon, and water supply as per the Vendor's pre-installation terms
- b) Any other items described in the Quotation or in any site preparation guide supplied by the Vendor
- c) Scheduling the installation will only occur if the Purchaser's contractual obligations are being fulfilled within the pre-established terms described the contract.

The Vendor reserves the right to charge the Purchaser, at the normal prevailing rates, for any time lost by employees of the Vendor due to delays in providing a suitably prepared site in accordance with the above description.

Limits and Liability

The Vendor shall not be liable in any circumstances for any consequential loss whatever, however caused, including (but without limitation) business interruption and/or loss of profits. The Purchaser should insure accordingly. Any liability to which might become subject (other than in respect of death or personal injury resulting from the negligence of its servants and agents) shall, where such liability arises out or repair or maintenance executed in whatever circumstances by or on behalf of the Vendor, be limited to the cost of replacing the goods, the subject of such repair or maintenance.

Payment

All prices are strictly net and payable in accordance with the Vendor's terms of payment, details of which are given in the relevant Quotation. The prepayment modality is considered as standard, any other modality must be specified in advance and declared both in the Quotation as well as in the Order, without generating extra costs with fees, currency devaluation or bank costs and fulfilled within the legal deadlines in order not to incur any burden on the parties. The Vendor reserves the right to charge interest at the rate of 1 % per month from the due date if payment is not made by the agreed date.

Penalty charges

No penalty charges are applicable to the Vendor for any reason unless specifically agreed in writing prior to the Order being placed.

Termination of Contract

If the Purchaser shall be in breach of, or fail to fulfill, any of this or any other contract with the Vendor, or suffer distress or execution, or commit an act of bankruptcy, make an arrangement with creditors or go into liquidation (except for amalgamation, or reconstruction), or have a receiver



appointed, the Vendor may, without prejudice to any other claim or remedy forthwith suspend performance of, or terminate, this contract by written notice and shall be entitled to payment for goods already delivered and work in progress.

Cancellation Charges

If an Order is issued by the Purchaser and accepted by the Vendor, the contract may thereafter be terminated by the Purchaser prior to delivery of the Goods, but in that event the Purchaser shall pay the Vendor a cancellation charge to reimburse for its labor, materials, overhead costs and any other costs incurred in the performance of the contract. The minimum amount of the charge will be 50%, coming up to 100% of the Order value. Return of goods will be accepted only when approved in advance, in writing, by an authorized representative of the Vendor.

Storage

If forwarding instructions are requested by the Vendor and in the event of the Vendor not receiving forwarding instructions within 7 days after notification to the Purchaser that the Goods are ready for dispatch, the Goods will be stored by the Vendor at the Purchaser's risk and expense. In such a case, a fee for storage equivalent to 0.5% of the total Order value will be charged for each week of delay.

Delivery dates

Any date named by the Vendor for delivery is given and intended as an estimate only. The Vendor shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery.

In the event of delivery being delayed at the request of the Purchaser, and if the Goods are ready for dispatch, the payment terms as described in the Quotation shall be applied and become payable as the Goods had been delivered by the Vendor in accordance with the original contract. The warranty terms as described in the Quotation shall be applied and become effective as the Goods had been delivered by the Vendor in accordance with the original contract.

Recommendations

All recommendations and advice given by the employees or agents of the Vendor to the Purchaser as to the mode of applying or using the Goods are given without liability on the part of the Vendor who will not be responsible for any consequential injury loss or damage provided that such recommendations and advice are given in good faith.

Warranty

The Vendor warrants the Goods supplied shall be free of defects in materials or workmanship for a period of 12 months after installation, or maximum 15 months from date of delivery, whichever occurs first, unless explicitly written in the Quotation. During the warranty period, the Vendor shall replace or repair, any material or constructional defect, providing the instrument has been correctly installed and is used appropriately, without services charge. This warranty specifically excludes consumable parts. Travel expenses and parts shipping costs are borne by the Purchaser. The warranty also excludes any other specific items noted in the relevant Quotation.

Force Majeure

The Vendor shall not be under any liability of whatsoever kind for nonperformance in whole or in part of its obligation under the contract due to cause beyond the control of either the Vendor or of the Vendor's suppliers, including but not limited to acts of God or sabotage, insurrection, government regulations, embargoes, strikes, labor disputes, flood, fire and tempest and all other factors out of the control of the Vendor. In such event the Vendor may, without liability, cancel or vary the terms of the contract, including, but not limited to, extending the time for performance of the contract for a period at least equal to the time lost by reason of such event.

Responsibility and Signature

The individual who signs this term signs it on behalf of the Purchaser and in any event of termination, replacement, promotion, death, or absence does not exempt the Purchaser from being immediately responsible for complying with the agreed terms. The signing of this contract implicates the agreement of all the terms mentioned above by the Purchaser.

Arbitration and Applicable Laws

Any dispute arising in connection with these transactions shall be submitted to arbitration by one arbitrator named by the International Chamber of Commerce in Florida. United States' law will apply, and the place of jurisdiction will be Pompano Beach – Florida – USA.

Purchaser Acceptance of Content:

Purchaser Signature*

*The signature above represents the acceptance of the offered content and general sales contract and must be signed and sent along with the purchase order