



Campinas, 2023, March 16

Dear Prof. Adilson Jesus Aparecido de Oliveira, thank you for your interest in our products and services.

Quantum Design Inc. (QD) is the manufacturing arm of Quantum Design International (QDI), and has been located in San Diego, California since its inception in 1982. QD is the leading commercial source for automated materials characterization systems incorporating superconducting technology. These systems offer a variety of measurement capabilities and are in widespread use in the fields of physics, chemistry, biotechnology, materials science, microscopy and nanotechnology.

QD instruments may be found in the world's leading research institutions, and have become the reference standard for a variety of magnetic and physical property measurements. QD instruments are cited in, and provide the data for, more scientific publications than any other instrument in the fields of magnetics and materials characterization. This means that each year, literally hundreds of scientific publications, advancing the science of materials, use data generated from QD instruments.

QD has been active in the Latin America region since 1998. By the end of 2010, the Latin American office was opened in Brazil to meet the needs of the sizable and growing research base using QD's systems.

Nowadays, as other 20+ QD's offices around the globe, the Latin America office offer a wide range of specialized products manufactured by the company and many other worldwide players, and also services, installation, support and maintenance. The office is fully operational and new features are continually being added to facilitate activities for researchers.



**CONFIDENTIALITY NOTE** - The information contained in this PROFORMA INVOICE is intended only for the personal and confidential use of the recipient Prof. Adilson Jesus Aparecido de Oliveira. This PROFORMA INVOICE is a work product and as such is privileged and confidential. If the reader of this PROFORMA INVOICE is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this document is strictly prohibited, so please notify Quantum Design immediately by email and delete this file.

## PARTNER



Quantum Design, Inc.  
10307 Pacific Center Ct.  
San Diego - CA 92121 - USA  
qdusa.com

## PROFORMA INVOICE: #22032902-9

Date: 2023, Mar 16  
Validity: 2023, May 15  
Talk to: Giancarlo Colombo  
giancarlo@qd-latam.com  
Mobile: +55 19 981.900.321  
QDL12L2C#

## CUSTOMER INFORMATION

### Customer

#### UFSCAR - Universidade Federal de Sao Carlos

Rodovia Washington Luis, km 235 - SP-310  
Sao Carlos - SP, Brazil  
13565-905

#### Prof. Adilson Jesus Aparecido de Oliveira

adilson@df.ufscar.br  
+55 16 3351.9721

### Bill to

#### UFSCAR - Universidade Federal de Sao Carlos

Rodovia Washington Luis, km 235 - SP-310  
Sao Carlos - SP, Brazil  
13565-905

#### Prof. Adilson Jesus Aparecido de Oliveira

adilson@df.ufscar.br  
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### Ship to

#### UFSCAR - Universidade Federal de Sao Carlos

Rodovia Washington Luis, km 235 - SP-310  
Sao Carlos - SP, Brazil  
13565-905

#### Prof. Adilson Jesus Aparecido de Oliveira

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+55 16 3351.9721

**ITEMS**

1	4099-626-03 <b>Cryomech 66' Compressor Lines Set of 2</b>	1	8.240	8.240
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**Total USD 8.240**

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## COMMERCIAL INFORMATION

### MANUFACTURER

**Quantum Design, Inc.**  
10307 Pacific Center Ct.  
San Diego - CA 92121 - USA  
qdusa.com

### EXPORTER

**Quantum Design, Inc.**  
10307 Pacific Center Ct.  
San Diego - CA 92121 - USA  
qdusa.com

Quantum Design as well as all companies that manufacture scientific systems have been systematically suffering from a lack of replacement components, which has significantly delayed deliveries. What we send as a delivery deadline is the best-case scenario, but it is still liable to change without any prior notice. Companies have made efforts to achieve the deadline, however the level of difficulty in delivery and/or finding new suppliers for extremely sensitive parts/accessories has proven to be very difficult, for which we ask for your understanding. System #SVSM-075

=Quantum Design as well as all companies that manufacture scientific systems have been systematically suffering from a lack of replacement components, which has significantly delayed deliveries. What we send as a delivery deadline is the best-case scenario, but it is still liable to change without any prior notice. Companies have made efforts to achieve the deadline, however the level of difficulty in delivery and/or finding new suppliers for extremely sensitive parts/accessories has proven to be very difficult, for which we ask for your understanding. =

1 pallet

Gross Weight: 47,70kg (approx)

Dimensions 122 x 112 x 82 cm (approx)

### DISTRIBUTOR/REPRESENTATIVE



Quantum Design - Latin America  
Av. João Scarparo Netto, 170 | Milão #117 | Praça Capital  
13080-655 Campinas - São Paulo - Brazil  
CNPJ: 13439482000122  
Tel +55 19 3212.0230 - Mobile +55 19 992.476.554

### SHIPMENT DATE

- Shipment Deadline: 10 months after the Purchase Order
- Destination: Sao Carlos - SP, Brazil

### PAYMENT

- Commercial Conditions: 100% Prepayment
- 

### INCOTERMS

- EXW - Ex Works

### TAXES

- Federal, State & Local taxes & fees are all responsibility of the Purchaser

### N.C.M.

- 8504.40.90

### LOGISTICS

- Export License: EXEMPT ACCORDING TO LAW 8010/90

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**COUNTRY OF MANUFACTURE**

- United States of America

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**PORT OF DEPARTURE**

- LAX, US

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**WARRANTY**

- The goods in the quotation (equipment and options) are guaranteed for a period of 12 months, which starts counting when the system arrives at the Customer's site. This warranty does not apply to consumables, fixtures or tools that were not properly handled or stored by the user. The warranty is void in case of damages by any sort of electrical power surge or instability.

**BANK ACCOUNT**

Beneficiary: Quantum Design, Inc.  
10307 Pacific Center Ct.  
San Diego, CA 92121 - USA

Advising Bank: JPMorgan Chase Bank, N.A.  
CA2-4710  
101 W. Broadway, Suite 840  
San Diego, CA 92101

Account Number: 316279907

SWIFT: CHASUS33  
ABA: 021000021- wire payment only  
ACH: 322271627 □ ACH only  
CABLE: JPMorgan Chase New York NY 10004

## TERMS AND CONDITIONS OF SALE

### 1. DEFINITIONS

- **Contract** means the contract for sale by Quantum Design to the Customer of the goods and/or services formed in accordance with clause 2.
- **Customer** means the purchaser of goods and/or services from Quantum Design.
- **Quantum Design (QD)** means Quantum Design Inc., and/or any other its subsidiaries across the globe and/or any legally distributed or represented company in the Latin America region.
- **PROFORMA INVOICE** means the written quotation to the Customer
- **Purchase Order (PO)** means the written acceptance of a Customer's order issued by QD.
- **Terms and Conditions of Sale (TCS)** mean these Terms and Conditions of Sale, as amended from time to time by QD.
- **Warranty Period** means the period of 12 months, which starts counting when the system arrives at the Customer's site.

### 2. FORMATION AND TERMS OF THE CONTRACT

- 2.1. No Contract shall come into existence until QD accepts a Customer's order for goods or services by issuing a PO.
- 2.2. These TCS shall be incorporated into every Contract, except to the extent expressly varied in a PO.
- 2.3. These TCS prevail over any other terms and conditions stipulated or referred to by the Customer.

### 3. PROFORMA INVOICE

- 3.1. The PROFORMA INVOICE, which is valid for a right period, does not give rise to a binding contract between the Customer and QD.
- 3.2. The Customer acknowledges and agrees that a PROFORMA INVOICE is based on information provided by the Customer, who is solely responsible for the accuracy of any information so provided.
- 3.3. If the Customer notifies QD of any change to its information or to the goods or services required by the Customer after the date of the PROFORMA INVOICE, QD may withdraw and replace the PROFORMA INVOICE.

### 4. PRICE

- 4.1. The price shall be increased by the amount of any taxes and/or duties which may be applicable by the local laws of importation, depending of the terms chosen by the Customer.
- 4.2. The Customer acknowledges that it is liable, when duly agreed, for all shipping charges and taxes and duties (such as import and customs duties), logistics costs and/or any legal documentation regarding the goods or services.

### 5. CUSTOMER'S OBLIGATIONS

- 5.1. The Customer is responsible for obtaining, at its cost, every necessary or prudent authorization (including licenses, permits and consents) to buy, import, possess or use import any goods or services supplied or provided by QD.
- 5.2. If the Contract provides for installation of goods by QD, the Customer shall provide suitable premises, necessary services and amenities for the safe and lawful installation of the goods as specified in file specifications sent by QD. If the Customer does not comply with its obligation under this clause, QD may charge the Customer for the lost time of your installation's staff.

### 6. TERMS OF PAYMENT

- 6.1. The Customer must pay the purchase price according the terms for the goods or services described on the PROFORMA INVOICE, and after that on the PO.
- 6.2. QD will issue its invoice upon the goods being shipped or on completion of the performance of the services - as the case may be.
- 6.3. The Customer authorizes the company to obtain such reports from a credit reporting agency relating to the Customer and any guarantors as the QD considers necessary.
- 6.4. Payments shall be made by e-telegraphic transfer/Swift or by provision of a Letter of Credit (LoC). Bank account details for payment are detailed in the PROFORMA INVOICE, and after that on the PO.
- 6.5. Any Letter of Credit (LoC) must be in the standard format and the Customer shall provide it the document by your own expense.

### 7. DELIVERY

- 7.1. Goods will be delivered according the agreed Incoterms (2010) to the destination between the Customer and QD and described on the PROFORMA INVOICE, and after that on the PO.
- 7.2. QD will use all its efforts to cause the goods or services to be delivered to the Customer by the date specified at the PO. However, any dates so stated are estimates only, and QD does not guarantee a particular delivery date. QD shall not be liable for any delay in delivery of the goods or services, however caused, and a failure to delivery by a particular date shall not entitle the Customer to cancel its order.
- 7.3. Goods will be packed for shipment in accordance with QD's best practices.

## 8. RISK AND PROPERTY

- 8.1. Until payment has been made of the price for the goods and other monies due by the Customer to QD's title to the goods shall remain QD's and the Customer shall hold the goods as QD's fiduciary agent and bailee, stored separately from those belonging to the Customer and properly labeled, protected, treated and insured.
- 8.2. The Customer acknowledges that QD shall have a security interest in the goods and any proceeds of the goods (both being "Collateral") until such time as payment in full has been made (see in clause 8.1), and the Customer will not sell or dispose of any of the Collateral or permit any other person to have or obtain a security interest in any of the Collateral until such payment in full.
- 8.3. If the Customer is in breach of any of its obligations in respect of the Collateral or if the Customer fails to deliver any of the Collateral as required under these Terms, QD may at any time, either itself or through an authorized agent, enter into any place where the Collateral is located and remove it.

## 9. ACCEPTANCE OF GOODS AND SERVICES

- 9.1. Where the Customer is responsible for installation, the Customer shall inspect and test the goods within 10 working days of the accept delivery, and shall give QD written notice of any damage or claim within that period.
- 9.2. Where QD is responsible for installation, the Customer shall:
  - 9.2.1. Not open any package containing the goods; and
  - 9.2.2. Inspect the outside of the packaging when received, making notes to the shipping receipts if any damage is found and report that damage to QD; and
  - 9.2.3. Wait for a QD representative to check locally if the goods can be used for installation or refused for insurance purposes.
- 9.3. Unless the Customer notifies Quantum Design in writing of any claim or damage within the period set out in clauses 9.1 or 9.2, the goods and services shall be deemed to have been accepted by the Customer as being in good condition and in accordance with the Contract.

## 10. RETURNS

- 10.1. The goods are sold on the basis that there is no right of return, but notwithstanding that, QD may, in its sole discretion, accept a return of goods if:
  - 10.1.1. The Customer requests that QD accept a return of the goods within 30 days of delivery, or the goods in question are part of QD's usual stock-in-trade and are not custom made, or the goods are in the same condition as when delivered; and
  - 10.1.2. The Customer agrees to pay all costs in relation to the return of the goods.

## 11. INTELLECTUAL PROPERTY AND SOFTWARE LICENSE

- 11.1. The Customer acknowledges and agrees that all intellectual property rights in the goods or services supplied by QD (including in any software and in any documentation supplied) are and remain the property of QD. Nothing in these TCS confers any rights of ownership in such intellectual property on the Customer.
- 11.2. Any documentation supplied by QD may not be copied, reproduced, modified or disclosed to any third party without the prior written consent of QD.
- 11.3. The Customer acknowledges that its use of any software included in or provided with the goods or services is subject to the terms of the Software License Agreement, a copy of which is on our website, the case of third-party software, the software license provided with the software.
- 11.4. The Customer must:
  - 11.4.1. take all reasonable steps to ensure the confidentiality of the QD's documentation until it is in the public domain; ensure that its officers, employees, and agents do not disclose or copy any part of the QD's documentation;
  - 11.4.2. Notify QD in writing immediately if the Customer has knowledge of any circumstances that may suggest that any person may have unauthorized knowledge, possession or access to QD's documentation.

## 12. WARRANTY AND INDEMNITY

- 12.1. QD warrants to the Customer that the goods manufactured and supplied will continue to perform to the same standard as the goods performed when tested by QD for the Warranty Period.
- 12.2. QD will not be liable for breach of the warranty in clause 12.1 where the failure to comply with the warranty results from (a) damage (whether accidental or otherwise) to the goods occurring during, or after delivery to the Customer; (b) any failure to use, store or maintain the goods in accordance with any written instructions provided by QD; (c) any unauthorized alteration of or modification to the goods by the Customer or any third party; (d) any attempt by any person other than QD personnel or any person authorized by QD, to adjust, repair or support the goods; (e) the use of the goods in combination with parts, components, equipment, programs or services not authorized by QD; (f) the use of the goods other than in the operating environment and stable electrical conditions recommended by QD or otherwise than in accordance with QD's directions.
- 12.3. If any goods fail to comply with the warranty in clause 12.1 during the Warranty Period, QD's liability to the Customer is limited to replacement or repair at QD's sole discretion of the relevant goods.
- 12.4. Except for the warranties expressly set forth in these TCS, QD makes no other warranties regarding the products and services.
- 12.5. Subject to clause 14, QD hereby agrees to defend and indemnify the Customer against, and hold the Customer harmless from and against, all third party actions, proceedings, claims, demands, costs and expenses (including reasonable attorneys' fees) howsoever suffered or incurred by the Customer as a result of any breach of the Contract by QD.

### 13. LIMITATION OF LIABILITY

Except for QD's indemnity obligations, in no event shall QD's liability to customer exceed the amount paid to the company by Customer for the products and services giving rise to such liability. In no event will QD be liable for lost profits, loss of use, loss of data, cost of procurement of substitute goods or services, or any other special, incidental, indirect, or consequential damages, however caused, and on any theory of liability, whether for breach of contract, tort (including negligence and strict liability), or otherwise. These limitations shall apply whether or not QD has been advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy.

### 14. FORCE MAJEURE

- 14.1. QD is not in breach of the Contract and is not liable for any delay or reduction in providing the goods or services (or inability to provide the goods or services) caused by any Force Majeure Event.
- 14.2. A Force Majeure Event means an event or circumstance beyond QD's reasonable control, including fire, floods, storms, tempest, earthquake, any act of a public enemy, war, riot, terrorism, acts of civil or military authority, any act of a person engaged in subversive activity or sabotage, epidemics or quarantine restrictions, failure or defect of electrical power or telecommunications connections or services, prohibition or restrictions on the import or export of goods or services, industrial and labour disputes or stoppages or any act or omission (including laws, regulations, disapprovals or failures to approve) of any governmental agency.

### 15. GOVERNING LAW

These TCS shall be governed by and construed in accordance with the laws of the State of California and the United States, excluding conflict of laws provisions. Any suit hereunder will be brought in the federal or state courts with jurisdiction to hear such suits located in San Diego or Los Angeles, California. QD and Customer consent to the personal jurisdiction of such courts and waive any objection to venue in such courts. The parties consent to enforcement of any judgment rendered in the United States. If an action is commenced to enforce or interpret any of these TCS, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses, in addition to any other relief to which the prevailing party may be entitled.

### 16. GENERAL

If any provision of these TCS is held by any competent authority to be invalid or unenforceable in whole or in part, then that provision will be read down or severed and that invalidity or unenforceability does not affect the validity or enforceability of the remaining terms.

This PROFORMA INVOICE has been approved by the company as evidenced by the signature of its authorized sales representative below.



Giancarlo Colombo  
Quantum Design Latin America  
2023, March 16