

**BRUKER AXS INC.**

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

UNIVERSITY OF WASHINGTON  
PROF. WERNER KAMINSKY  
DEPT. OF CHEMISTRY  
SEATTLE WA 98195

**Quote Number Q10-5087-0**

**Number/Date**

Q10-5087-0 / 11/09/2007

**Customer no.**

9484

**Your reference no./Date**

**Contact person**

**Sales group:** Eva Blanpied

**Phone:** (608)347-6072

**Fax:**

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**Assistant:** Dave Malina

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**EMail:** dave.malina@bruker-axs.com

Item	Material/Description	Qty	Total Price USD
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0010	Part#: 2995345	1	7,600.00
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**MICRACOL FIBER OPTICS 0.5 MM DIAMETER  
CAPILLARY COLLIMATOR OPTICS**

(0.5 mm size) for improved intensity of both Mo and Cu radiation and reduction of beam divergence.

0020	Part#: 862-057500	1	6,440.00
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**WATER-TO-AIR REFRIGERATED HEAT EXCHANGER, SINGLE PUMP**

R100 Mechanically refrigerated heat exchanger uses low-pressure refrigerant.

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 errors. This document and any other documents specifically referred to as being a part hereof constitute 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: 11/09/2007

Name/Title: \_\_\_\_\_ Name/Title: Eva Blanpied

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Heat removal capacity 3,150 Watts with 80°F cooling air. Includes option ABOR: flowmeter, high-temperature thermostat to shut off pump, manual shut-off valves, and high-capacity pump. Not for use with SRS 303. 325 lbs, 21"W x 29"D x 32"H. Single pump system. (208V, 60Hz. 1-phase)

#### **TERMS AND CONDITIONS**

Freight Terms:  
F.O.B.: Origin, Prepaid & Add to invoice

Payment Terms:  
100% upon shipment, Net 30  
Delivery: 60 Days ARO

Warranty:  
1 year limited parts and labor warranty. Installation is not included.  
Valid to: 12/09/2007

Purchase order may be faxed or emailed to your Sales Assistant shown on page 1 of quote.

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

1. **WARRANTY.** Company warrants that on the date of shipment to Purchaser the Goods will be of the kind and quality described herein, merchantable, 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 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 warranted above 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. Purchaser shall assume all responsibility and expense for removal, reinstallation, freight and any applicable duties in connection with the foregoing remedy. 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 any defect in the Goods. In the event that adjustment, repair or replacement does not remedy the defect, the Company and Purchaser shall negotiate in good faith an equitable adjustment in the contract price which shall reflect the age and usage of the Goods.

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

Software licensed by the Company to the Purchaser is warranted for a period of one (1) year from date of delivery. During this one year period, all bugs documented to the Company by the Purchaser will be fixed, free of charge, to the best of the Company's ability.

The 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. The 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.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES (EXCEPT TITLE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, 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 its option either defend or arrange for the defense of any suit or proceeding brought against Customer to the extent that it is based upon a claim that the Equipment infringes upon a valid patent of the country in which the Equipment is to be initially installed, and COMPANY shall pay all costs and damages therein awarded against Customer, provided in all instances that Customer 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 Equipment appears 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 Customer the right to continue using such Equipment; (2) replace same with non-infringing equipment; (3) modify the Equipment so that it becomes non-infringing; (4) remove the Equipment and refund to Customer the Contract Price, less depreciation. The foregoing states COMPANY's entire liability for patent infringement of the Equipment. COMPANY shall have the right to settle any claim referred to in this paragraph but shall have no obligation to pay any sum in settlement of such claims if such settlement is made without its consent. The foregoing shall not apply to, and COMPANY shall have no responsibility respecting, infringement: (a) by the use of the Equipment in a manner or purpose other than that specified in the Proposal and Contract, or as later may be approved by COMPANY in writing, or (b) by the use of the Equipment in a system not designed by COMPANY, or (c) by the use of the Equipment for the practice of a method not designed by COMPANY, or (d) by any Equipment manufactured to a design specified by the Customer.

If any action or claim is asserted or brought against the company based on a claim that the Goods provided by Company in compliance with the 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 in the first paragraph of this article 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 article, the terms described below shall have the following meaning:

(i) *Equipment.* The item(s) of hardware delivered hereunder, including but not limited to controllers, controls, interface units, and 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 delivered hereunder 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 and designated hereunder to which the Programs are applicable, all in accordance with the terms of this License as stated above.

(iv) *Modify.* The right of the 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 non-transferable and non-exclusive license (the "License") to the Programs (as defined below) to (1) Use; and (2) Modify application software provided by the Company in its Proposal (if any) for Use with the Goods, all under the following terms and conditions.

Programs are provided under this 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 agrees not to provide or otherwise make available the Programs or copies thereof to anyone. 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 Licensor's copyright and proprietary notices. In the event Purchaser wishes to Use Programs on equipment other than that listed above, 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 this 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 granted herein is effective until Purchaser's possession of the Equipment delivered hereunder to which the Programs are applicable ceases or until the License is otherwise terminated as provided herein. This license will automatically terminate: (a) upon any breach or default by the Purchaser in the performance of its obligations hereunder; or (b) if the Purchaser assigns, transfers, or attempts to assign or transfer this License or any of its rights or obligations hereunder without the prior written consent of the Company; or (c) in the event there is filed by or against the Purchaser and petition in bankruptcy or reorganization; or (d) the Purchaser assigns this 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 the 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 this License. The Programs are confidential and proprietary to Company and Company's Licensor(s) (where applicable). Purchaser shall, during the term of this License and after any termination of the rights hereunder, maintain the Programs in confidence and shall secure and protect them from disclosure and shall take action 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 this 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 their License, including confidentiality and protection of Company's proprietary rights. Modified copies in whatever form shall include Company's and/or 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.

Purchaser agrees to disclose promptly to Company and 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 this License. Purchaser agrees to Use the licensed 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 granted herein. Purchaser agrees that it will take appropriate action by instruction, written agreement or otherwise with its employees permitted access to licensed 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.

The Company warrants that at the time of delivery, Company has sufficient rights to grant the foregoing license set forth herein. EXCEPT FOR THE EXPRESS WARRANTY STATED IN THE IMMEDIATELY PRECEDING SENTENCE, COMPANY DISCLAIMS ALL CONDITIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED WITH REGARD TO THE PROGRAMS LICENSED HEREUNDER (INCLUDING THOSE WHICH ARE FROM RESIDENT) 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 in writing within a reasonable time after Company becomes aware of any such delay.

5. **DELAYED SHIPMENT: STORAGE.** Any item of the Goods on which manufacture or shipment is delayed by Purchaser or by causes which affects 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.

6. **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 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 supplied hereunder.

Title to the Goods (excepting title to the Programs) and risk of loss or damage shall pass to the Purchaser at the f.o.b. point. Company shall not be responsible for damage to the Goods after having received in good order receipts from 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 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.

7. **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).

8. **TERMS OF PAYMENT.** Unless otherwise stated, terms of payment are net thirty (30) days. Payments shall be made in United States dollars, unless otherwise agreed, and a pro rata payment shall become due as each shipment is made. 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 contract price shall, without prejudice to Company's right to immediate payment be increased by 1 1/2% 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.

9. **NONCANCELLATION.** Purchaser may not cancel or terminate 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.

10. **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 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.

11. **NUCLEAR.** Purchaser represents and warrants that the Goods covered by this contract shall not be used in or in connection with a nuclear facility or application.

12. **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 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.

13. **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 the 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 provided hereunder. Purchaser will comply with all applicable laws and regulations governing the export or re-export of any Goods, software or technical data including the obtaining of licenses, permits, and letters of assurance.

14. **GOVERNING LAW AND ASSIGNMENT.** The laws of the State of Wisconsin and the laws of the United States applicable therein shall govern the validity, interpretation and enforcement of this contract. Assignment may be made only with written consent of both parties. Any attempted assignment or transfer of any of the rights, duties, or obligations of this contract 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 and permitted assigns, provided, however that this Agreement may not be assigned by any party hereto without the prior written consent of the other party hereto.

15. **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.

16. **SERVICES.** Unless otherwise specified, Services to be provided by the Company hereunder, including without limitation programming and training, must be requested by Purchaser to be performed by Company within one year of delivery of Goods. Failure by Purchaser to request the Company to perform the Services within such one year period shall relieve Company of its obligation to do so.

17. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, representations or warranties, negotiations and discussions, whether oral or written among the parties hereto with respect thereto. No supplement, modification, waiver, qualification or termination of the Agreement shall be binding unless executed in writing by the parties to be bound thereby.