

14/F., Lee King Industrial Building,
 12 Ng Fong Street, San Po Kong,
 Kowloon, Hong Kong

(852) 2428 9723

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QUOTATION

Quote #: TK-116671-1

Revision: 1

Date: 26 Jul, 2023

To: Yonsei university From: Terry Kwok

Contacts: Jaeho Lee Phone: (852) 2428 9723
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Email: <u>javholee@yonsei.ac.kr</u> Email: terry.kwok@amonics.com

Price and Delivery

Product Code	Leadtime	Standard Unit Price (USD)	Qty.	Education Discount Unit Price (USD)
AFP-850-020-B-FA	6 - 10 weeks	3,500	1 - 5	3,150

Payment Terms: Net 30 Days

Ship Via: -

Shipment Term: Ex-Works Amonics HK

Quotation Validity: 60 Days from the date hereof and is automatically canceled thereafter

NOTE:

- 1. This Quotation and resulting orders are subject to Terms and Conditions printed on the following page.
- 2. To place an order, please send the purchase order to the contact person with the model number listed above.
- 3. The submission of a purchase order or any other reasonable manner of acceptance by Buyer communicated to Amonics shall constitute an offer by Buyer to enter into an agreement on the terms and conditions of this Quotation.
- 4. This Quotation or any order resulting therefrom is contingent upon credit approval by Amonics Limited.
- 5. Amonics Limited reserves the right to amend this Quotation from clerical errors presented herein.
- 6. For detail specification, please refer to the attachment.

Authorized Signature



Restrictions:

Terms and Conditions

- 1. Formation of Contract. Unless the context clearly requires otherwise, as used in these Terms and Conditions the terms "our", "we", "us" and the like mean and refer to Amonics Limited., and the terms "your", "you" and the like mean and refer to the buyer. Our acceptance of your Order is conditioned upon your agreement that, except for your specification of part numbers, quantities, method of packing and shipment, and designation of carrier, and our inclusion of any typed terms on the face of this Order Acknowledgment, these Terms and Conditions will apply exclusively to this Order. Our delay or failure to object to any terms or conditions contained in a communication from you, including your original order paperwork, will not be a waiver of these Terms and Conditions.
- 2. <u>Prices.</u> Prices stated or quoted on the face of this Acknowledgment are U.S. dollars, and are based on shipment F.O.B. our plant unless a different point is typed on the face. Taxes, duties and other government assessments are extra and will be added to the price of the goods in our invoice.
- 3. Payment Terms. Full payment is due promptly on receipt of the shipment, whether complete or partial, unless we have extended credit (which will not, in any event, exceed 30 day terms) to you or imposed cash in advance or C.O.D. terms by provisions typed on the face of this Acknowledgment. We reserve the right to (I) charge interest up to the maximum permitted by law if you make late payments, or (ii) withdraw credit, or (iii) impose other payment terms or late charges, or (iv) cease further shipments, or (v) impose any combination of those actions. Payment is due without regard to performance or outcome of acceptance testing, but your payment will not affect your right to perform timely acceptance testing.
- 4. <u>Title and Risks.</u> Title to the goods will pass to you upon completion of payment for them. Until then, we reserve the right to reclaim possession of the goods, but neither the reservation of that right nor the time of passage of title will affect your obligation to make timely payment as required by this contract. You bear the exclusive risk of loss or damage to the goods at all times after we ship them by turning them over to the carrier.
- 5. Export Control. You agree that you will comply with the Export Control Regulations of the respective government with the respect to re-shipment of any goods or data pertaining to this order. You acknowledge that it is you responsibility to obtain a copy and familiarize yourself fully with these Regulations to avoid violations.
- 6. Inspection and Acceptance. Goods will be deemed to have been accepted by you unless we receive written notice to the contrary specifying the nature of the nonconformance within three weeks after the date you receive the shipment. We reserve the right to examine on your premises any goods you claim to be nonconforming. Charges may be imposed to reimburse us for our costs if we find your claim to be unsupported, or for re-screening of conforming goods. No goods will be returnable to us unless you have received and complied with our return material authorization (RMA), which will not be unreasonably withheld.
- 7. Quantities. We will endeavor to comply with delivery of the precise quantities specified in this order, but if the actual quantities shipped are within 5% more or less of the order quantities, we will be deemed to have complied with the order. The extended price in all cases will be the unit price multiplied by the quantity actually delivered (before taxes)
- 8. Engineering changes. Upon acceptance of Purchase Order and/or exchange of Contract, any request to change, modify or revise the product engineering specifications must be submitted to Amonics Limited (or Beijing Amonics) in written form. We reserve the absolute rights on the final decisions on such requests. The approved engineering changes may incur cost in addition to that stipulated in the Purchase Order and/or Contract, as well as extension of delivery time. The cost and delivery time alteration is entirely in our discretion. The corresponding sections of the Purchase Order and/or Contract must be revised accordingly to reflect fully and clearly the changes. reflect fully and clearly the changes.
- **9. Modification and Substitution.** We reserve the right to modify our process or performance specifications, and to substitute delivery of goods substantially equivalent to those ordered, manufactured to the modified specifications.
- 10. <u>Product Warranty.</u> We warrant that goods of our own manufacture, at time of delivery, are free from defects in material and workmanship and conform to our published specifications in all material respects. Packaged devices found not to conform to this warranty and returned to us within a period of one year (thirty days in the case of unpackaged devices) from date of delivery will be eligible for replacement, repair or credit as set forth below in this section 10. This warranty will not apply (i) in cases where the goods have suffered misuse, abuse, neglect, alteration, accident, repair, improper installation, improper testing or the like after delivery; or (ii) where the goods are designated as experimental or to be used for development purposes; (iii) where the goods are designated as experimental or to be used for development purposes; or (iii) to goods not manufactured by us or a related company; or (iv) to goods for which claims are being made by anyone other than you. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

To obtain a remedy for defective or nonconforming goods failing to meet the foregoing warranty, the following conditions must be met: (i) you must notify us in writing promptly on discovery of the deficiency, including a reasonably detailed explanation of it, (ii) you must return the goods to our plant promptly on receipt of our RMA number, at your risk and expense, and within the required return period specified above, and (iii) the claimed deficiency must be present and verified by us and not found to have been attributable to a disqualifying event. If all of these conditions are met, we will either replace or repair the goods having the deficiency, or credit your account for the amount you paid us for them, at our option, and in any of these events, we will reimburse your transportation costs for return of the goods. This will constitute our exclusive liability and your sole remedy for breach of our product warranty, and we will have a reasonable time in which to provide the remedy. IN NO EVENT WILL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF WARRANTY OR ANY OTHER REASON RELATING TO THIS ORDER.

11. Contingencies. We will not be liable for any delay in performance or failure to perform an obligation under this Order attributable to an unforeseen circumstance or a cause beyond our reasonable control. These are circumstances or causes generally understood to be within the meaning of force majeure. During the period of the contingency, we may suspend delivery of goods and services in connection with this Order, and if shortages of goods ensue, we may Confidential Amonics Limited

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allocate production of the goods among our customers. We will endeperformance by seeking reasonable alternatives to overcome the contingency. We will endeavor to resume

12. Cancellations.

A. Your Default. If you default in your performance of any material obligation, we may cancel or suspend further deliveries or terminate this Order without affecting any rights or remedies we may have under the Order or at law. Without limiting our remedies, we will be entitled to cancellation charges for finished goods and work in process which we commenced to reasonably meet the delivery schedule, as well as to quantity price adjustments reflecting volume pricing quoted based on quantities ordered but canceled for the default, and all costs, direct and indirect, incurred or committed and not recoverable for this Order, plus prorated anticipated profits. Continued shipment after default will not constitute a waiver of our rights or remedies for the default.

B. <u>Unilateral Cancellation.</u> You may not cancel this Order or any part of it unless you pre-notify us and obtain our written consent, which will be granted so long as the terms of this Section 12B are adhered to. You will pay us the total liability owed under whichever of the subparagraph (1) or (2) below applies before your cancellation will be deemed effective. Your failure to comply will be a default.

(1) If the goods are customized in any way according to your request and (i) cannot readily be retested or reconfigured for diversion to another customer's needs, then you will be liable for 100% of the purchase price of our entire finished goods inventory allocated to this Order required to meet and not unreasonably exceed the delivery schedule, and for a pro rata portion of the purchase price of our entire work in process according to state and for a pro-trate portion of the purchase price of our entire work in process according to state of completion at the time of cancellation and which cannot readily be diverted to other orders plus the cost of any parts and materials committed and required for completion of the Order, but in no event will the price you are obligated to pay exceed the purchase price of the goods had they been completed and delivered according to the Order; or (ii) can be reconfigured with some potential loss of parts or their value, then you will be liable for 100% of the total loss and loss in value, plus our cost for reconfiguring, plus a 20% restocking charge.

(2) If the goods are not customized, you will be liable for a percentage of the purchase price of the goods that depends on the amount of advance notice of cancellation you give us before the scheduled delivery is to be made, as follows: for up to 30 days notice, 100% of the purchase price; for 31-60 days, 75%; for 61-90 days, 50%; and more than 90 days, 25%.

13. Limitation of Liability.

13. LIMITATION OF LIADING.

A. In General. YOU ACKNOWLEDGE AND AGREE THAT WE WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FOR REPROCUREMENT COSTS, FOR LOSS OF ANTICIPATED PROFITS, FOR LOSS OF USE, OR FOR ANY OTHER REASON CONCERNING THE GOODS OR ANY OTHER PERFORMANCE ISSUE UNDER THIS ACKNOWLEDGMENT.

14. General Terms.

- 14. General terms.

 A. Government Contracts. If the goods covered by this Order are furnished or to be used in the performance of a U.S. Government contract or subcontract for which a mandatory passdown clause or clauses are applicable to us or our performance or the goods, you will so inform us and allow us to review the clause(s) in question before we commence you will so inform us and allow us to review the clause(s) in question before we confined the performance, so that we may make an informed decision on whether we wish to undertake performance of the Order. If we elect to rescind our willingness to proceed after having been notified of the clause(s) following our commencement without having received such notice earlier, we will have no liability for such rescission.
- B. Assignment. Neither party will have the right to assign this Acknowledgment or the Order to which it refers, without the prior written consent of the other party, except to a successor in interest to all or substantially all of the assets of the business of the respective party to which this Order relates. But any such assignment will not relieve the assigning party from its obligation to perform according to the contract, if the assignee fails to perform and notice of such failure is given to both it and the assigning party. Except as indicated in this Section 14B, this agreement will inure to the benefit of the respective parties, their successors and assigns.
- C. Notices. All notices required or permitted by this Acknowledgment must be in writing and signed on behalf of the party giving the notice, addressed to the party receiving it, and sent by courier, certified mail, facsimile, personal delivery or other recognized manner of delivery, addressed to the respective address set forth on the face of this Acknowledgment. Notices will be effective on date of receipt by the party to whom the notice is given.
- D. Entire Agreement: Modifications and Waiver. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Order, and merges and supersedes all communications, representations, agreements, understandings, and promises relating to that subject matter. No modification or waiver of the Order will be effective unless made in writing signed by the party to be charged with having given the modification or waiver.
- **E. Governing Law.** This Order and Acknowledgment will be governed, construed and enforced according to the laws of S.A.R. Hong Kong.
- **15**. **Re-export.** Buyer shall strictly prohibited to re-export the products to the following regions, even as buyers own manufacturing one as far as the products are used in: Balkans, Belarus, Burundi, Central African Republic, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, North Korea, Somalia, Sudan and Darfur, and Zimbabwe.
- **16.** Application. Buyer shall agree that the Products will not be used for any purpose connected with Chemical, Biological or Nuclear Weapons or Missiles capable of delivering such weapons, nor will they be resold or transferred if it is known or suspected that they are intended or likely to be used for such purposes or terrorism-related activity.



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Attachment:

SPECIFICATION

Item 1: Benchtop 20mW 850nm FP Laser Specifications

Parameter	Unit	Specification	Test Conditions
Product Code	-	AFP-850-020-B-FA	-
Centre Wavelength	nm	850 +/- 10	-
Optical Output Power	mW	Min. 16, Typ. 20	-
Spectral Linewidth	nm	Min, 0.1, Typ. 2.0	Continuous wave @ maximum power
Output Power Tunability	%	0 to 100	-
Output Power Stability (within 8 hrs)	dB	Max. +/- 0.05	Continuous wave @ maximum power
Output Power Stability (within 10 mins)	dB	Max. +/- 0.01	Continuous wave @ maximum power
Environmental			
Operation Temperature Range	°C	0 to +40	-
Storage Temperature Range	°C	-10 to +70	-
Dimensions	mm	260(W) x 330(D) x 120(H)	-
Power Supply	VAC	90 - 240, 47 - 63Hz	-
User Interface			
LCD Display	-	Output power, Pump Current -	
Computer Interface	-	RS232	-
Control Mode	-	ACC	-
Control	-	Keylock Switch, Pump Current	-
Protection	-	Pump laser overheating warning -	
Optical Connector	-	FC/APC Receptacle -	
Optical Fiber	-	Nufern 780-HP	-
Packing Information (per unit)	!		•
Carton Size:	mm	360(W) x 440(D) x 215(H)	
Weight:	kg	7.5	



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Accessories (per unit)		Additional Requirements
1.	Switch Key x 1	
2.	Interlock x 1	
3.	RS232 Cable x 1	
4.	Power Cord x 1	
5.	Operation Manual (Remote Software Download Guide)x 1	
6.	Test Report x 1	