



University of Illinois Chicago
 Attention: McElheny, Daniel J
 E-mail: dmcelh1@uic.edu

QUOTATION: DR02012023
Date of Quotation: February 1, 2023
Quote Expires: 30 Days
Prepared By: Shellie Hammond

Dear Daniel:

In response to your recent request, MR Resources is pleased to provide to you this quotation for **Day Rate Field Service**. The following items are covered under this quotation;

| <u>ITEM</u> | <u>ESTIMATED QUANTITY</u> | <u>DESCRIPTION</u> | <u>UNIT PRICE</u> | <u>EST. TOTAL</u> |
|-------------|---------------------------|---|-------------------|-------------------|
| 1 | 1 | Service to decommission and reinstall a Bruker AVANCE I 500 NMR Spectrometer with Magnex 500 Shielded Magnet. | \$78,450.00 | \$78,450.00 |

System is currently operational and will be relocated discharged and at room temperature to another lab across the street. All system component and magnet will be palletized for the transport.

At Existing Location

- Run benchmark tests to characterize current performance.
- Discharge magnet.
- Warm to room temp
- Install shipping restraints
- De-cable console.
- Prepare and palletize magnet and all components for transit.
- Prepare and palletize consoles, computers and all accessories for transit.

At New Location

- Test console.
- Remove magnet shipping restraints
- Pump magnet to high vacuum
- Cool magnet to LN2 and LHe
- Cable all equipment.
- Charge magnet.
- Cryoshim magnet.
- Room temp shim one probe

| | | | | |
|---|---|--|--|--|
| 2 | 1 | Parts, supplies and shipping, as well as shipping of service and/or installation equipment, if required, will be invoiced at prevailing rates. | | |
|---|---|--|--|--|



Quoted prices include travel, labor and all necessary service equipment, including magnet lifting device, vacuum pump and magnet power supply, magnet charging leads, shorting plug puller and vacuum valve are all included.

One additional quench per magnet at time of service is also covered in the price. Additional quenches may incur additional labor and travel charges, and will be added to the final invoice.

This quote assumes that the rest of the NMR system and accessories is fully functional, both mechanically and electronically, and all necessary components are included with the system.

Delays due to missing or damaged parts, site issues, or cryogen shortages which may result in requiring additional parts, labor or travel expense will be added to the final invoice. Work stopped at the request of customer during the performance of the service described on this quote will be invoiced on services and costs accrued to that point, and made payable upon receipt of invoice.

Customer shall be responsible for supplying all necessary cryogenes.

NOTES:

1. Pricing assumes a minimum of four weeks scheduling notice.
2. **The totals given in this quotation are estimates only. Customer will be invoiced for actual time, parts, and expenses. Minimum billing increment of one half day.**
3. Unless specifically included above, this quote does not include any cryogenes, test samples, energization rods, shorting plug puller, shipping restraints or lifting devices that may be required during the repair of an NMR instrument. These items will be supplied at an additional charge as needed. Please contact your sales representative for additional information.
4. Please refer to attached service and warranty agreements.

Authorized for MR Resources by:

Signature : _____
Jon Webb

Accepted by:

Signature: _____

Printed name: _____ Date: _____

On Acceptance, Please sign and fax back with a copy of your purchase order to 978-345-4430. Thank You

PAYMENT TERMS: 50% due with order, 50% due upon the completion of service.



PLEASE NOTE: A copy of your purchase order along with a copy of your Tax Exempt Certificate must be received prior to shipping order and/or performing service. **If not received, applicable taxes will be added to this order.** Doc: Day Rate Quote.ADT



MR RESOURCES, INC. BUYER'S LIMITED WARRANTY

INTRODUCTION

All products and services, including extended warranties and service agreements, (hereinafter called "Products") sold by MR Resources, Inc. having its principal place of business at 160 Authority Drive., Fitchburg, MA 01420 (hereinafter called "MRR") are subject to this Limited Warranty (hereinafter called "Warranty") under the terms and conditions hereby set forth. **Unless otherwise specified in writing by MRR, products and repairs not provided under warranty or service agreement are warranted for thirty (30) days to the original Buyer(s) to be free of defects in materials or workmanship.** When provided under warranty or service agreement, such products and repairs shall be warranted until the expiration of the agreement. The Buyer(s) shall notify MRR in writing of any perceived defects in material or workmanship. **MRR shall determine in its sole discretion whether the defects are covered by this Warranty.** MRR's obligation under all warranties is limited in accordance with the periods of time and all other conditions stated in all provisions of the Warranty. If the Buyer(s) cannot demonstrate, to the satisfaction of MRR, that the product does not conform to this Warranty, MRR shall have no obligation to perform on this Warranty. **The Buyer(s) agrees to reimburse MRR for all travel and labor expenses accrued by MRR in the event MRR has traveled to Buyer(s) site and determines that the defect is not in the materials or workmanship.**

A. WARRANTY PERIOD

The applicable Warranty period for complete NMR spectrometers begins upon the date of delivery, or installation if installation has been purchased from MRR at the time of original sale. The Warranty for all other products shall commence upon shipment from MRR. The backorder of individual items or accessories shall not delay commencement of the Warranty period. In no event shall such warranty period exceed thirty (30) days unless specified in writing by MRR.

B. WARRANTY (OR SERVICE AGREEMENT) COVERAGE

The Warranty (or Service Agreement) applies only to defects in materials or workmanship and is subject to the following limitations:

1. This warranty applies only to defects in material and workmanship in covered Products and is not to be interpreted as providing full service coverage for such items as routine maintenance, adjustments, or recalibration as defined by the instruction manual.
2. The following are expressly not covered under this warranty and any obligations of MRR shall cease in the event of the occurrence of one of the following exclusions from the Warranty:
 - a. Any loss, damage, and/or product defect relating in any way to :
 - (1) Shipping or storage.
 - (2) Accident, abuse, alteration, misuse, or neglect.
 - (3) Negligent or intentional breakage or abuse of parts.
 - (4) Operation other than in accordance with correct operating procedure.
 - (5) Magnet quenches, defects, and/or damage caused by magnet maintenance performed by anyone other than MR Resources personnel or their representative.
 - (6) Tampering with the product or modifying the product.
 - (7) Lack of routine care and maintenance, such as lubrication, cleaning, calibration and adjustment as indicated in the instruction manual or by MRR representatives.
 - (8) Inadequate utility service, failure of electrical and other energy supplies, dirty air supply, incorrect physical environment, or other inadequate facilities or utilities as indicated in the instruction manuals and/or pre installation instructions from MRR.
 - (9) Chemical action or contamination.
 - (10) Failure to maintain proper liquid helium and liquid nitrogen levels in superconducting magnets.
 - b. Items, parts, accessories, subassemblies, or components which are expendable in normal use or operation of the product, or of limited life, such as but not limited to filters, glassware, glass accessories, stators, fuses, electron tubes, probe inserts, variable temperature dewars, and transfer lines, unless specifically covered by an express warranty extended to the Buyer by MRR in writing.
 - c. If a cryomagnet is included in this agreement, customer agrees to fill out the cryogen logs and reports as supplied by MRR, and submit them in the prescribed fashion. MRR will be unable to properly monitor magnet performance in the event that these reports are not received by MRR.
3. The sole and exclusive remedy under this warranty shall be repair of product defects which in the sole discretion of MRR are due to defects in materials or workmanship, or at MRR's option, replacement of defective parts.
4. Repaired or replacement parts or products are covered only for the remaining unexpired portion of the original warranty period applicable to the repaired or replaced parts. In no event shall repaired or replaced parts extend the original warranty period.
5. After expiration of the applicable warranty period, any service performed by MRR at the request of the customer will be invoiced at MRR's then current prices for parts, labor and transportation.
6. All claims under the Warranty must be made in writing to MRR and must be received within the applicable warranty period (30 days) by MRR or its authorized representative. Such claims should include the product type and the serial numbers, and a full description of the circumstances giving rise to the claim. MRR reserves the right to use its sole discretion to determine whether repair under the Warranty claims shall be made by:
 - (a) working with the customer by telephone or in writing to diagnose and repair the problem; or
 - (b) having the Buyer send the defective part, assembly, or instrument to a service shop or facility as authorized by MRR; or
 - (c) authorizing the Buyer to return the product to MRR. Before any products, parts, or assemblies are sent to a service shop facility or are returned to MRR for repair and/or adjustment, authorization from MRR or its authorized representative for the return and instructions as to how and where the same should be shipped must be obtained. MRR shall issue an RMA number to buyer, which must be clearly marked on the return shipping container. Any product, part, or assembly sent to an authorized service shop or facility, or returned to MRR for examination shall be sent prepaid via the means of transportation indicated as acceptable by MRR, with all transportation at the expense of the Buyer. MRR reserves the right to reject any claim not promptly reported, and any claim on any items that have been altered or have been shipped by non-acceptable means of transportation. When any product, part, or assembly is sent to a service shop or facility or is returned to MRR for examination

and inspection, or for any reason, the customer shall be responsible for all damage resulting from improper packing and handling, and for loss in transit, notwithstanding any defect in the product, part, or assembly. In all cases, MRR has sole discretion to determine the cause and nature of the defect, and MRR's determination with regard thereto shall be final; or

(d) dispatching a field service Engineer to the Buyer's site where the product is located.

7. If the Buyer purchases used, refurbished or remanufactured products or parts from MRR, MRR shall not warranty any original product performance specifications or any other product performance specifications, for example: sensitivity, resolution or line shape, unless agreed to in writing by MRR and the Buyer.

8. In addition to the provisions included in this Warranty, the Buyer shall be subject to the terms and conditions of the sale of MRR products, including but not limited to the provisions which effect this Warranty such as paragraph (A5) of the General Terms and Conditions of the Sale of MRR Products.

LIMITATION OF LIABILITY

MRR shall not be liable if the Buyer has not used reasonable care to avoid hazards. MRR expressly disclaims liability for loss or damage caused by use of its products other than in accordance with proper operating procedures.

IN NO EVENT SHALL MRR BE LIABLE FOR INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES OR COMMERCIAL LOSS HOWSOEVER CAUSED UNLESS PROHIBITED BY LAW. MRR'S LIABILITY FOR DAMAGES SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY MRR FOR THE PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE.

All products and services provided within the scope of this Warranty must be provided through, or with the knowledge and approval of MRR. MRR makes no warranty concerning services or components supplied through un-approved sources. What constitutes an approved source shall be determined solely by MRR.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF MRR UNLESS PROHIBITED BY LAW OR UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS, OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY MRR AND THE BUYER(S).

Statements, verbal or written, made by any person, including representatives of MRR, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon MRR unless reduced to writing and approved by the CEO of MRR.

This warranty shall be construed by the laws of the State of Massachusetts.

A Buyer of MRR products shall agree that no action, regardless of form, arising out of, or any way connected with, the products or services furnished by MRR, may be brought by the customer more than one (1) year after the cause of action has occurred.

A Buyer of MRR products shall agree that any cause of action of any kind or nature whatsoever shall be brought in the State of Massachusetts and the Buyer shall consent to jurisdiction in Massachusetts.



MR RESOURCES, INC. BUYER'S LIMITED WARRANTY



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A. GENERAL CONDITIONS

1. All quotations, shipments and services given and made by MR Resources Inc. (MRR) are governed solely by the conditions and terms set forth in this quotation.
2. No additions to or modifications of the provisions upon the face or reverse of the attached quotation shall be binding upon MRR unless made in writing and signed by a duly authorized representative of MRR.
3. In the absence of written acceptance of these terms and conditions, an acceptance of goods or service, shipped or provided by MRR based on a purchase order received from purchaser shall constitute an acceptance of these terms and conditions. The terms and conditions herein shall prevail as against the terms and conditions of any purchase order from the Buyer.
4. The rights and obligations of the parties shall be governed by the laws of the State of Massachusetts and the parties shall submit themselves to the jurisdiction of said state.
5. MRR shall retain copyright, trademark, patent and proprietary rights in all drawings, technical information, and know-how. Purchaser agrees not to disclose to third parties any information of any kind gained from MRR without MRR's prior written consent. In the event Purchaser breaches any of the conditions set forth herein, in addition to any other remedy MRR may have, it may discontinue all services to purchaser and all guarantees and warranties shall be terminated without notice.
6. Documentation such as software listings, detailed drawings and other documentation normally not distributed may only be provided by MRR on the condition that the receiver of such documentation sign a Confidentiality Agreement.
7. Clerical errors and mistakes of fact are subject to correction by MRR at any time.

PRICE AND QUOTATION

1. All quotations are firm for a period of 30 days from the date hereof, unless otherwise specified in writing by MRR.
2. All prices are FOB shipping point unless otherwise stated. Responsibility passes to purchaser upon delivery to transportation company and risk of damage or loss following such delivery shall be purchaser's. Purchaser shall assume all responsibility to file any freight or insurance claims in the event of damage or loss of goods during shipping or storage.
3. Unless otherwise specified in the quotation, Purchaser will be invoiced for transportation company's invoiced shipping charges, plus a handling charge equal to 50% of the transportation company's invoiced shipping charges.
4. Prices quoted do not include City, State or Federal sales, use or similar taxes. Purchaser shall report and pay all such taxes and hold MRR harmless therefrom. If a tax exempt certificate is not received from the Buyer(s), MRR shall include all applicable taxes on the invoice to the Buyer(s).
5. Field Service which is quoted on a "per diem" basis, indicates only an estimate of the required time necessary to complete the job. MRR shall give notice to the Buyer(s) in the event that the original time estimate will be exceeded, once the job is in progress. Buyer(s) agrees to issue a new or extended purchase order to MRR if additional time is required to complete the job.

ORDERS AND ORDER SPECIFICATIONS

1. Purchase orders are subject to acceptance by MRR.
2. In a case where a new product development is included in an order, or the execution of an order depends upon the successful completion of a new product development, MRR reserves the right to cancel such order without incurring any obligation to purchaser if such development cannot be completed successfully in MRR's discretion. If the order is for development of a single unit, the forgoing shall apply and MRR reserves the right to cancel that part of the order which covers only the unit for which successful development appears to be necessary.
3. In a case where MRR is selling used, refurbished or remanufactured systems, equipment and/or parts, MRR reserves the right to reject any purchase order, as these types of products are offered strictly on an "as available" basis.

BENCHMARKED SPECIFICATIONS

1. Unless otherwise stated in the contract, performance specifications for NMR system sales and system moves shall be "benchmarked."
 2. **NMR System Sales.** For NMR system sales, the term "benchmarked" shall be defined as follows. In the event that the contract requires MRR to supply the magnet, the probe, and the console, the specified performance shall be 85% of the original manufacturer's specifications for spinning side bands, proton lineshape, proton resolution, proton PW90, proton sensitivity and carbon lineshape, carbon resolution, carbon PW90, and carbon sensitivity for "reconditioned" systems. If different manufacturer's specifications apply to the magnet, the probe, and/or the console, the least demanding specifications shall be used as the basis. In cases where either the magnet, the console, or the probe is not supplied by MRR under the current contract, performance shall be demonstrated on a best effort basis only.
 3. **SYSTEM MOVES:** For system moves, the term "benchmarked" shall signify that proton lineshape, proton resolution, proton PW90, proton sensitivity and carbon lineshape, carbon resolution, carbon PW90, and carbon sensitivity performance of the system shall be characterized before the move commences, and then demonstrated to have remained unaffected after completion of the move. In cases where the system is not operable at the commencement of the move, or where problems with the new site affect performance, specifications shall be demonstrated on a best effort basis only.
- Field Services :** For field services, the term "benchmarked" shall signify that spinning side bands, proton lineshape, proton resolution, proton PW90, proton sensitivity and carbon lineshape, carbon resolution, carbon PW90, and carbon sensitivity performance of the system