



Pi Imaging Technology SA
Bâtiment C, EPFL Innovation Park
1015 Lausanne, Switzerland

Istituto dei Sistemi Complessi -
Consiglio Nazionale delle
Ricerche
Davide Pierangeli
Dipartimento di Fisica,
Sapienza Università di Roma,
Piazzale Aldo Moro, 5
00185 Roma
Italy

Offer Q2024072300100

Date:	23.07.2024	Contact person:	Wu MingLo
Valid to:	29.11.2024	Customer number:	000240

Dear Davide Pierangeli,

PIT is pleased to submit to you the following quote. A standalone software in C++ is given with possible integration into third party (Matlab, Python, Labview, C++) software through TCP/IP.

Pos.	Description	Quantity	Unit price	Total price EUR
1	SPAD512S - Highspeed A 512x512 SPAD array with a 5V power plug, two USB3 connections, and 4 SMA connectors. <ul style="list-style-type: none">Maximum frame rate: 100'000 fpsM4 thread for mountingC-mount optical port Harmonized tariff number: 8525.8300 Country of origin: CH Typical lead time: 12-16 weeks	1 pc	39'500.00	39'500.00
2	SPAD512S - Gated imaging Gating functionality upgrade for SPAD512S. <ul style="list-style-type: none">Minimum gate width: 6 nsMinimum gate step size: 17 psLaser frequency: 10 - 80MHz Harmonized tariff number: 8525.8300 Country of origin: CH Typical lead time: 12-16 weeks	1 pc	0.00	0.00
Total				39'500.00
plus VAT 0.00%				0.00
Offer sum including VAT				39'500.00

Optional position

1	SPAD512S - Microlensing	1 pc	7'500.00	7'500.00
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Pos.	Description	Quantity	Unit price	Total price EUR
	Microlensing upgrade for SPAD512S.			
	Harmonized tariff number: 8525.8300			
	Country of origin: CH			
	Typical lead time: 12-16 weeks			

Conditions of payment

VAT not included. Terms of payment: Net 30 days. Delivery EXW "Lausanne" under Incoterms 2020. By accepting the quote, the customer agrees to the General Terms and Conditions of Sale below.

Do you have any questions? Get in touch with us.

Yours sincerely,
MingLo Wu
Business Development Manager
Pi Imaging Technology

1 General

- 1.1 Any delivery of goods and services by Pi Imaging Technology SA ("Supplier") as the seller to the customer ("Customer") shall be subject to the Terms and Conditions set forth herein to the extent no other agreements have been explicitly made. The Customer's general terms and conditions that are inconsistent with the Terms and Conditions set forth herein shall only be applicable to the extent Supplier has explicitly approved in writing.
- 1.2 These General Conditions shall apply in addition to and form part of the agreement (the "Contract") in writing between the parties, including agreed amendments and additions in writing to the said documents.
- 1.3 In case of conflicts between these General Conditions and other elements of the Contract, these General Conditions shall supersede.

2 Product Information

- 2.1 All information and data contained in general product documentation and price lists shall be binding only to the extent that they are, by reference in writing, expressly included in the contract.

3 Prices

- 3.1 All prices are quoted as net prices and do not include value added tax, which is to be paid additionally by the Customer in the amount specified by applicable law.
- 3.2 Unless otherwise expressly agreed, the prices are quoted ex works of the Supplier using these Terms and Conditions. The Customer shall bear all additional freight costs, packing costs in excess of standard packing, public fees (including withholding taxes) and duties.

4 IP, Drawings and Technical Information

- 4.1 Supplier retains all right, title and interest in and to (i) all inventions, ideas, processes, methods, know-how, skills and techniques embodied in or represented by products, services, specifications and materials provided by Supplier to the Customer; and (ii) all inventions, ideas, processes, methods, know-how, skills and techniques developed, discovered or conceived by Supplier or its employees in connection with or used for the development and/or manufacture of products and services, including, but not limited to, patent rights, copyrights, trade secret rights, mask work, design rights, trademark rights and/or other proprietary rights throughout the world.
- 4.2 The sale of any deliverable by Supplier shall not in any way confer upon the Customer, or upon anyone claiming under the Customer, any express or implied license to any intellectual property rights of Supplier.
- 4.3 All drawings and technical documents relating to the product or its manufacture submitted by one party to the other, prior or subsequent to the formation of the Contract, shall remain the property of the submitting party.
- 4.4 Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the Supplier, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

5 Delivery

- 5.1 Any agreed trade term shall be construed in accordance with the INCOTERMS®.

5.2 Delivery periods shall only be binding if expressly agreed in writing. Delivery periods shall begin on the date of the order confirmation by Supplier, however, in no case prior to settlement of all details relating to an order including the furnishing of any required official certificates. Delivery periods shall be deemed to be met on time if the goods cannot be dispatched in time through no fault of Supplier.

5.3 With respect to delivery periods and dates, which are not expressly defined as fixed in the order confirmation, the Customer may - two weeks after expiry of such a delivery period or date- set an adequate grace period for delivery. Supplier may only be deemed to be in default after expiry of such a grace period.

5.4 Supplier reserves the right to carry out a delivery using its own delivery organization.

6 Shipment, Passing of Risk

6.1 Unless otherwise expressly agreed, shipment shall always be carried out at the Customer's risk. The risk shall pass to the Customer as soon as the goods have been handed over to the person executing the shipment.

6.2 If a shipment is delayed for reasons to be attributed to the Customer, the risk of accidental deterioration, loss and destruction shall pass to the Customer on notification of Supplier's readiness to ship.

6.3 If the Customer defaults in accepting, Supplier shall be entitled to claim refund of any expenditure associated therewith and the risk of accidental deterioration, loss and destruction shall pass to the Customer.

7 Payment

7.1 Payment shall be made in full within 30 days from the date of the invoice. Payment shall

be considered to have been made on the day the payable sum is received by Supplier.

7.2 Immediately upon default of payment, Supplier shall be entitled to demand default interest of 8 percentage points above the rate of the main refinancing facility of the European Central Bank.

8 Retention of Title

8.1 Delivered goods shall fully remain property of Supplier (goods sold subject to retention of title) until all receivables, on whatever legal grounds, have been fully paid up.

9 Software Rights

9.1 Software programs will fully remain the property of Supplier. No program, documentation or subsequent upgrade thereof may be disclosed to any third party, without the prior written consent by Supplier, nor may they be copied or otherwise duplicated, even for the Customer's internal needs apart from a single back-up copy for safety purposes.

9.2 The Customer is granted a non-exclusive, non-assignable right to use the software, including any related documentation and updates, for no other purpose than that of operating the product, for which such software is intended. For programs and documentation created and delivered at the Customer's request, Supplier shall grant the Customer single end user licences for non-exclusive non-assignable exploitation.

10 Data Privacy and Consent

10.1 By agreeing to these terms and conditions, the User explicitly acknowledges and consents to the collection, processing, and storage of their personal data in accordance with the provisions of the Swiss Federal Data Protection Act (FADP), the General Data

Protection Regulation (GDPR), and other relevant data protection laws. The User understands that their personal data may be utilized for the purposes outlined in the accompanying Privacy Policy, which include but are not limited to account management, service provision, and communication regarding updates or changes to the services provided. The User retains the right to withdraw their consent and request the deletion of their personal data at any time, subject to the limitations outlined in the Privacy Policy and as permitted by applicable laws and regulations.

11 Warranty

- 11.1 The goods claimed to be defective shall be returned to Supplier for examination in their original or equivalent packaging. Supplier shall remedy defects if the warranty claim is valid and within the warranty period.
- 11.2 The Customer shall be entitled to rescind the contract or reduce the contract price in accordance with his statutory rights, however, the Customer shall not be entitled to rescind the contract or to reduce the contract price, unless the Customer has previously given Supplier twice a reasonable period to remedy the defect which Supplier has failed to observe. Customer shall be liable for any intentional or negligent actions that cause destruction or loss of the goods as well as for failure to derive benefits from the goods.
- 11.3 Unless limits for variations have expressly been agreed in the order confirmation, such variations shall be admissible that are customary within the trade.
- 11.4 Any warranty shall be void if operating instructions are not observed, if changes are made to deliveries or services, if parts are replaced, unless the Customer can show that

the defect in question resulted from another cause.

- 11.5 The limitation period for claims for defects shall be 12 months.

12 Export Compliance

- 12.1 All goods, services, and technical information provided by Supplier to Customer are subject to (i) the export control laws and regulations of the United States of America including, without limitation, the International Traffic in Arms Regulation (ITAR) and the Export Administration Regulations (EAR), (ii) all export control laws and regulations of the Government of Switzerland; and (iii) the European Union and its member states, including, without limitation, the European Union Council Regulation on control with export of dual-use items and technology. Customer agrees that it will not export or re-export goods to Cuba, Iran, North Korea, Sudan, Syria, or to any restricted/embargoed country as may be designated from time to time. Customer further agrees that it will not (i) sell, transfer, export or re-export goods for use in activities that involve the development, production, use, or stockpiling of nuclear, chemical, biological weapons, or nuclear, chemical or biological missiles, nor (ii) use such goods in any facilities that are engaged in activities related to such weapons or their delivery systems. Customer agrees to indemnify and hold Supplier harmless from any claims or liability arising from Customer's failure to comply with all such export control laws and regulations. The Parties each agree to provide to the other in a timely manner such information and assistance as may reasonably be required in connection with securing any required authorizations or licenses. The delivery schedules delineated in Supplier's Offer and/or Customer's Order are

calculated from the date of receipt of any required export license(s). Supplier shall commence work only after receipt of a valid export license(s) from the appropriate government agencies; provided, however, Customer may, at its sole risk, authorize Supplier to commence work under Customer's Order prior to receipt of an export license. In such case, Customer agrees that it is fully liable to Supplier for all costs incurred by Supplier in the performance of Customer's Order and shall reimburse Supplier for such costs in the event any required export license or authorization is denied or cancelled, or if any restrictions imposed by the issuing agency render continued performance of Customer's Order impossible or impracticable. Any Order accepted by Supplier which cannot be fulfilled due to law or regulations or Supplier's inability to obtain any required export license(s), may be cancelled by Supplier without any further liabilities or obligations to Customer.

13 Miscellaneous

- 13.1 The place of jurisdiction shall be the place of business of the Supplier using these Terms and Conditions.
- 13.2 Governing law shall be the law of the Supplier's country.