

ตารางแสดงวงเงินงบประมาณที่ได้รับจัดสรรและรายละเอียดค่าใช้จ่าย
การจัดซื้อจัดจ้างที่มีชิ้นงานก่อสร้าง

- ชื่อโครงการ...ซื้อหม้อแปลงแรงดันพัลส์ (Pulse transformer) จำนวน 1 ชุด (รายละเอียดตามเอกสารแนบท้าย)
- หน่วยงานเจ้าของโครงการ...สังกัดฝ่ายเครื่องแรงอนุภาค

สถาบันวิจัยแสงซินโครตรอน (องค์การมหาชน)

วิธีจัดซื้อจัดจ้าง

☐ วิธีประกาศเชิญชวน ☒ วิธีคัดเลือก ☐ วิธีเฉพาะเจาะจง

- วงเงินงบประมาณที่ได้รับจัดสรร850,000.00..... บาท (ตามใบขอซื้อ/จ้าง พค 007/2564 ลว. 27 ต.ค. 2564)
- วันที่กำหนดราคากลาง (ราคาอ้างอิง) ณ วันที่ 9 พฤศจิกายน 2564 เป็นเงิน USD 25,415.00
คิดเป็นเงินไทยตามอัตราแลกเปลี่ยน บมจ.ไทยพาณิชย์ ลว.09/11/2021 (1 USD = 32.94 บาท)
ประมาณ 837,170.10 บาท

- แหล่งที่มาของราคากลาง (ราคาอ้างอิง)

5.1 ใบเสนอราคา บริษัท Stangenes Industries จำกัด สหรัฐอเมริกา

- รายชื่อเจ้าหน้าที่ผู้กำหนดราคากลาง (ราคาอ้างอิง) ทุกคน

6.1 นายสุรเชษฐ์ รัตนสุพร เจ้าหน้าที่ผู้กำหนดราคากลาง

6.2 นางสาวศุภวรรณ ศรีจันทร์ เจ้าหน้าที่ผู้กำหนดราคากลาง


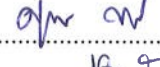
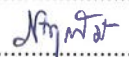
6.3 นางสาวนฤมล ไหมทอง เจ้าหน้าที่ผู้กำหนดราคากลาง

หมายเหตุ :

แหล่งที่มาของราคากลาง (ราคาอ้างอิง) พิจารณาตามพระราชบัญญัติการจัดซื้อจัดจ้างและการบริหารพัสดุภาครัฐ พ.ศ. 2560 มาตรา 4 “ราคากลาง” หมายความว่า ราคาเพื่อใช้เป็นฐานสำหรับเปรียบเทียบราคาที่ผู้ยื่นข้อเสนอได้ยื่นเสนอไว้ ซึ่งสามารถจัดซื้อจัดจ้างได้จริง

พิจารณาราคากลาง ตามหลักเกณฑ์ข้อ (5) ราคาที่ได้มาจากการสืบราคาจากท้องตลาด โดยพิจารณาจากใบเสนอราคาตามท้องตลาดซึ่งมีผู้เสนอราคาเพียงรายเดียว

เจ้าหน้าที่ผู้กำหนดราคากลาง (ลงนาม)

1. 
2. 
3. 

ประกาศ ณ วันที่ 22 พ.ย.2564



STANGENES INDUSTRIES INC.
1052 EAST MEADOW CIRCLE
PALO ALTO, CA 94303
United States of America

Ph: 650-493-0814
Fax: 650-855-9926

Quote

Number: 6439

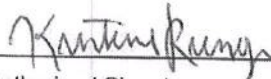
Date:

To

SYNCHROTRON LIGHT RESEARCH INSTITUTE
111 UNIVERSITY AVENUE
MUANG
NAKHON RATCHASIMA, 300000
Thailand

Quote To

SYNCHROTRON LIGHT RESEARCH INSTITUTE
111 UNIVERSITY AVENUE
MUANG
NAKHON RATCHASIMA, 300000
Thailand

Terms		Ship Via	Salesperson
NET 30 DAYS			
Quantity	Description	Unit Price	Amount
	Reference: EMAIL OF 11/7/21		USD
1 EA	<p>Line: 001 Part: SI-00000000 PULSE TRANSFORMER PER SPECIFICATION RECIEVED ON 6/4/21, WITH THE FOLLOWING EXCEPTIONS:</p> <p>STANGENES INDUSTRIES DOES NOT PROVIDE DESIGN INFORMATION AS WE CONSIDER DESIGN INFORMATION TO BE PROPRIETARY.</p> <p>STANDARD TEST DATA WILL BE SENT PRIOR TO SHIPMENT.</p> <p>SIZE AND WEIGHT WILL BE PROVIDED AFTER AN ORDER IS PLACED.</p> <p>SHIP: 14-16 WEEKS ARO</p> <p>EX WORKS: PALO ALTO. CUSTOMER IS RESPONSIBLE FOR ALL SHIPPING ARRANGMENTS, INCLUDED ANY REQUIRED DOCUMENTATION.</p> <p>THIS QUOTE IS GOVERNED BY AND SUBJECT TO THE ATTACHED STANGENES INDUSTRIES, INC. TERMS AND CONDITIONS OF SALE.</p>	\$25,415.00	\$25,415.00
		Total:	\$25,415.00
	 Authorized Signature		* 32.94 = 837,170.10 USD 9/11/64

**STANGENES INDUSTRIES, INC.
TERMS AND CONDITIONS OF SALE**

The sale of products and provision of services by Stangenes Industries, Inc. ("Stangenes") are expressly conditioned on the assent to these Terms and Conditions of Sale (these "Terms"), to the exclusion of all other terms and conditions, by the Stangenes customer ("Buyer") identified in the Stangenes-issued order quotation (the "Order Quotation") or in the Stangenes-issued order acknowledgement (the "Order Acknowledgment," and collectively with an Order Quotation, an "Ordering Document"). Any additional, different, or conflicting terms or conditions proposed by Buyer in any offer, acceptance, or confirmation, including those set forth on any Buyer purchase order, specifications, or other documents issued by Buyer shall be deemed requests for material alterations of these Terms, are hereby rejected by Stangenes, and will not be binding in any way on Stangenes. Buyer is hereby notified of Stangenes' objection to all such additional, different, or conflicting terms and conditions. No waiver or amendment of any portion of these Terms will be binding on Stangenes unless made in a writing expressly stating that it is such a waiver or amendment and signed by an officer of Stangenes. Buyer will have accepted these Terms if Buyer does any of the following: (a) accepts these Terms in writing (either through the execution of an Order Acknowledgment or otherwise); (b) pays (in part or whole) for any Stangenes products or services identified in an Order Quotation; or (c) receives delivery of any Stangenes products or services identified in an Order Quotation and fails to return the products or refuse the services within 5 days following receipt. An Order Quotation is an offer by Stangenes that is open for acceptance by Buyer for no longer than the validity period stated in the Order Quotation, or, where no period is stated, 30 days from the date of the Order Quotation, provided that any such offer may be withdrawn or revoked by Stangenes at any time prior to the receipt by Stangenes of Buyer's acceptance of such offer in accordance with subsection (a) above or prior to Buyer's acceptance of such offer in accordance with subsections (b) or (c) above. No person, including any sales representative, order gatherer, or liaison for Stangenes, is an agent for Stangenes or has authority to extend or accept an offer or order on Stangenes' behalf. Capitalized terms not otherwise defined elsewhere in these Terms have the meanings ascribed to them in Section 12 of these Terms.

1. ORDER

Buyer may place an order for Stangenes products and services by signing an Order Acknowledgment. The terms and conditions set forth in these Terms will control the purchase and sale of such products and services notwithstanding any different or additional terms set forth in any purchase order or other ordering document submitted by Buyer. The terms and conditions of any Order Acknowledgment will control over any conflicting terms and conditions set forth in these Terms solely if (a) the conflicting terms and conditions in the Order Acknowledgment are expressly cross-referenced to these Terms so as to evidence the intent of the Parties to change these Terms and (b) such Order Acknowledgment is executed by both Parties. Unless otherwise specified in these Terms, any changes to an Order Acknowledgment must be mutually agreed upon by the Parties in writing, and may require a change in fees (reflecting the inclusion, deletion or substitution of Products and Stangenes' direct costs of processing such change). At any time during the ordering process, Stangenes may request from Buyer such information necessary for Stangenes to prepare and provide the applicable Ordering Documents and perform its obligations under these Terms, including (i) the relevant specifications and requirements for the Product, (ii) Buyer's geographic location and intended end use of the Product, (iii) evidence that the use of the Product by Buyer, and any proposed export of the Product, complies with all applicable Export Laws (as defined in Section 10.9(a) of these Terms), and (iv) such other information reasonably requested by Stangenes.

2. DELIVERY

2.1 Delivery. Stangenes will make commercially reasonable efforts to meet any delivery date specified in an Order Acknowledgment. Unless otherwise stated on an Order Acknowledgment, all Products provided hereunder will be delivered by Stangenes at Stangenes' facilities to Buyer's common carrier designated in an Order Acknowledgment. In the absence of specific routing instructions, Stangenes reserves the right to select the common carrier and method of shipment for the Products.

2.2 Title and Risk of Loss. Unless otherwise stated on an Order Acknowledgment, all Products provided hereunder will be delivered to Buyer EXW - Ex Works (Stangenes' facilities). Subject to Stangenes' retention of Intellectual Property Rights in the Products as set forth in Section 5 and elsewhere in these Terms, title and risk of loss or damage to Products will pass to Buyer upon delivery to the common carrier. The cost of Stangenes' standard packaging for shipment is included in the invoiced price. Where special packaging is specified, involving greater expense, a charge will be made to cover such extra expense.

3. CHARGES AND PAYMENT

3.1 Prices. The prices for Stangenes products or services quoted under the Order Quotation and provided under these Terms shall be confirmed and set forth on the applicable Order Acknowledgment, and such prices shall apply only to such products or services. If such prices are based on the purchase of a particular quantity or volume of Products or Services within a specified period (e.g., Buyer's commitment to purchase a certain volume of Products over a series of separate Order Acknowledgments) and Buyer fails to purchase such quantity or volume of Products or Services during the specified period, Stangenes will have the right (in its discretion and in addition to any other remedies available at law) to either or both (a) ship all of the remaining unshipped Products (including any raw materials or other inputs therefor) to Buyer, in which case, Buyer will be obligated to pay Stangenes in full therefor; and/or (b) collect from Buyer the difference between the price paid by Buyer for the Products and Services purchased and the price that Stangenes otherwise would charge for the quantity or volume of such Products and Services actually purchased. The price of all Products, unless otherwise specifically stated on the applicable Order Acknowledgment, is EXW - Ex Works (Stangenes' facilities), which facilities shall be located at the address set forth on such Order Acknowledgment, exclusive of insurance cost. The prices in the Ordering Document are for the Products and Services described in such Ordering Document only and do not include technical data, Intellectual Property Rights of any kind (other than the limited license rights expressly set forth in Section 5), qualification, environmental or other than Stangenes' standard tests unless expressly agreed to in writing by Stangenes. If the price of fuel, metals, raw materials, or other production costs increases significantly, Stangenes will have the right to impose a reasonable surcharge for all affected Products and Services.

3.2 Fees and Charges. Buyer agrees to pay the fees and charges for Products and Services specified on the applicable Ordering Document. Fees may include one-time or installment payments (for example, for Products) and recurring fees (for example, periodic charges for Support). Buyer will additionally pay any additional charges outlined in the applicable Ordering Document.

3.3 Invoicing and Payment. Stangenes may invoice for all fees as of the date of delivery of Product to Buyer EXW - Ex Works (Stangenes facilities), or, in the case of Services provided hereunder, the date such Services are ordered or such later date determined by Stangenes. Subject to Buyer establishing and maintaining a credit status satisfactory to Stangenes, all fees will be due and payable not later than 30 days following the invoice date. Any amounts payable by Buyer hereunder that remain unpaid after the due date will be subject to a late charge equal to the lesser of 1.5% per month and the maximum rate allowable by law from the due date until such amount is paid. Restrictive endorsements or other statements on checks accepted by Stangenes will not apply. Buyer agrees to reimburse Stangenes for reasonable attorneys' fees and any other costs associated with collecting delinquent payments. Stangenes will have a purchase

to Buyer any purchase price paid for the Product less an amount equal to the depreciated portion of such price or fee calculated on a 5-year straight-line basis. THIS SECTION 7.3 SETS FORTH STANGENES' SOLE OBLIGATIONS, AND BUYER'S SOLE REMEDIES, IN THE EVENT OF ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS BY STANGENES OR THE PRODUCTS.

8. TERMINATION

8.1 **Termination.** Either Party may terminate these Terms upon written notice if:

(a) the other Party materially breaches any material term or condition of these Terms and fails to correct the breach within 30 days following written notice specifying the breach;

(b) the other Party applies for or consents to the appointment of a receiver, trustee or liquidator for substantially all of its assets or such a receiver, trustee or liquidator is appointed; or the other Party has filed against it an involuntary petition for bankruptcy that has not been dismissed within 30 days thereof, or files a voluntary petition for bankruptcy, or a petition or answer seeking reorganization, becomes or is adjudicated insolvent or bankrupt, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors or seeks to take advantage of any law relating to relief of debtors; or

(c) Buyer materially breaches its obligations under Section 5, 9 or 10.9.

8.2 **Effect of Termination.** Termination of these Terms will not limit either Party from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve Buyer's obligation to pay all fees that have accrued or are otherwise owed by Buyer under the applicable Ordering Document. The Parties' rights and obligations under Sections 3.2, 3.3, 3.4, 4, 5, 6.2, 6.3, 6.4, 7, 8.2, 9, 10, 11 and 12 will survive termination of these Terms. Upon any termination arising out of Buyer's breach of its payment obligations, Stangenes will have all the rights of a secured creditor, including, without limitation, the right to repossess the Product, wherever found, and the right to enter the premises where the Product is located and disconnect, render unusable and remove it.

9. CONFIDENTIALITY AND PROHIBITION ON REVERSE ENGINEERING

9.1 Confidentiality.

(a) Buyer acknowledges that, in the course of using the Products and exercising its rights under these Terms, it may receive or otherwise obtain Proprietary Information. Such Proprietary Information shall, as between Buyer and Stangenes, belong solely to Stangenes. Buyer hereby acknowledges and agrees that the Products constitute and contain valuable Proprietary Information and trade secrets of Stangenes, and embody substantial creative efforts and confidential information, ideas and expressions. Buyer agrees (i) to hold all Proprietary Information in confidence and protect all Proprietary Information from unauthorized dissemination and use; (ii) to use Stangenes' Proprietary Information only for the performance of Buyer's obligations and in connection with these Terms; (iii) not to disclose any Proprietary Information, or any part or parts thereof, to any of its employees, agents or contractors except to those full-time employees of Buyer who (A) need to know such information in connection with Buyer's use of the Product(s) in accordance with these Terms, (B) are aware of the confidentiality obligations imposed by this Section 9.1 and (C) have entered into written confidentiality agreements with Buyer that require such employees to comply with confidentiality obligations no less restrictive than the requirements of this Section 9.1; (iv) not to disclose or otherwise provide to any affiliate of Buyer or any third party, without the prior written consent of Stangenes, any Proprietary Information or any data or other information produced, obtained or created by Buyer in connection with Buyer's use or evaluation of the Products; (v) to undertake, at Buyer's expense, whatever action is necessary to prevent or remedy (or authorize Stangenes to do so in the name of Buyer) any breach of Buyer's confidentiality obligations set forth in these Terms or any other unauthorized disclosure of any Proprietary Information by its current or former employees, agents or contractors; (vi) not to make any copies of any Proprietary Information except to the extent necessary to exercise Buyer's rights under these Terms or otherwise approved in writing by Stangenes (provided, that any such copies shall be identified as the property of Stangenes and marked as "Stangenes confidential," "Stangenes proprietary" or with a similar legend); and (vii) to notify Stangenes of any known breach of the confidentiality obligations imposed by this Section 9.1.

(b) Buyer acknowledges and agrees that due to the unique nature of Stangenes' Proprietary Information, there can be no adequate remedy at law to compensate Stangenes for the breach of any provision of this Section 9.1; that any such breach shall allow Buyer or third parties to compete unfairly with Stangenes resulting in irreparable harm to Stangenes that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Stangenes shall be entitled to injunctive and other appropriate equitable relief (without the necessity of proving actual damages or of posting a bond), in addition to whatever remedies it may have at law.

9.2 **NDA.** Notwithstanding anything in these Terms (or portion thereof) to the contrary, if a confidentiality agreement or non-disclosure agreement is entered into between the Parties and is expressly referenced in an Order Acknowledgement (the "NDA"), it shall govern the exchange, confidentiality, protection and non-disclosure of information and material between the Parties in lieu of Section 9.1, provided that, notwithstanding anything to the contrary in the NDA (if any), all drawings, specifications, designs and Documentation provided by Stangenes to Buyer will be considered the Proprietary Information of Stangenes. Except as set forth in the immediately preceding sentence, if there are any inconsistencies between these Terms and the NDA (if any) with respect to the protection and exchange of information, such inconsistencies shall be resolved by giving precedence to the terms of the NDA (if any).

9.3 **No Reverse Engineering.** Buyer shall not (nor shall it allow any third party to) create any derivative works of, or decompile, disassemble or otherwise reverse engineer any Products or any portion thereof, or determine or attempt to determine any source code, algorithms, designs, methods, processes, techniques or intellectual property embodied or otherwise contained in any Products or any portion thereof. Buyer shall not, nor shall it permit any third party to, remove or modify any confidential information, proprietary information, trade secret, patent number or similar labels or markings included on the Products.

10. GENERAL

10.1 **Relationship Between the Parties.** These Terms and any applicable Order Acknowledgement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the Parties; the Parties shall at all times be and remain independent contractors. Except as expressly agreed by the Parties in writing, neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever.

10.2 Governing Law; Dispute Resolution.

(a) These Terms and all applicable Ordering Documents are to be construed in accordance with and governed by the internal laws of the State of California (as permitted by Section 1646.5 of the California Civil Code or any similar successor provision) without giving effect to any choice of law rule that would

cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the Parties. These Terms shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

(b) Except as otherwise provided in Section 10.2(c), any legal suit, action or proceeding arising out of or relating to these Terms or applicable Ordering Documents ("**Dispute**") will be commenced in a federal court in the Northern District of California or in state court in Santa Clara County, California, and each Party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such Dispute.

(c) Notwithstanding anything in Section 10.2(b) to the contrary, in the event that Buyer is a non-U.S. person or entity, any Dispute shall be settled by arbitration in San Francisco, California, in the English language, under the Arbitration and Mediation Rules of the International Court of Arbitration and International Chamber of Commerce then in effect (the "**ICC Rules**"). The arbitration shall be conducted by 3 independent and impartial arbitrators, 2 of which shall be selected by the Parties, 1 by the claimant(s) and one by the respondent(s). The third arbitrator shall be the chair and shall be appointed by the 2 Party-appointed arbitrators or as provided by the ICC Rules if they cannot agree. Judgment on the award rendered in such arbitration may be entered in any court having jurisdiction thereof (including any federal or state court with jurisdiction over Santa Clara County, California, U.S.A.). Nothing in this Section 10.2(c) shall preclude either Party from seeking interim equitable relief in the form of a temporary restraining order or preliminary injunction (including pursuant to Section 9.1(b)). A request by either Party of a court for interim equitable relief shall not be deemed a waiver of the obligation to arbitrate hereunder and may be brought by such Party in any court of competent jurisdiction.

(d) If either Party files suit in any court of competent jurisdiction or commences an arbitration proceeding to enforce its rights under these Terms or applicable Ordering Documents, then the prevailing Party shall be entitled to recover from the other Party all costs of such action, suit or proceeding, including, but not limited to, investigative costs, arbitration fees, mediation fees, court costs and reasonable attorneys' fees (including expenses incurred to collect those expenses) paid or incurred in good faith.

10.3 Force Majeure. Neither Party will be liable under these Terms because of any failure or delay in the performance of its obligations (except for payment of money) on account of an established Defense Priorities & Allocations System (DPAS) program priority, strikes, shortages, riots, fire, flood, storm, earthquake, acts of God, hostilities or any other cause beyond its reasonable control.

10.4 Notice. All notices, consents, demands and requested required or permitted to be given under these Terms shall be given in writing and addressed to the Party to whom the notice is to be given at the address set forth below. Any notice or demand required or allowed under these Terms shall be in writing and shall be delivered by (a) registered or certified mail, return receipt requested; (b) personal delivery by a reputable delivery service with signature required therefor or refusal noted thereon; or (c) overnight delivery such as Federal Express or other similarly reputable carrier. Notice given by counsel to a Party shall be considered notice given by a Party. Any notice or demand shall be deemed to have been given upon actual delivery (or refusal of delivery). Any Party may change its address for notices under these Terms by giving formal written notice to the other Party in accordance with this Section 10.4 upon at least 30 days' prior written notice, specifying that the purpose of the notice is to change the Party's address.

10.5 Buyer Indemnity. Buyer will indemnify, hold harmless and, at Stangenes' option, defend Stangenes and its directors, officers, employees and representatives from and against any and all claims, suits, proceedings, damages, judgments and expenses (including reasonable attorneys' fees) or settlement thereof in connection with or arising from any third-party claim based upon Buyer's breach or alleged breach of Section 5, Section 9 or Section 10.9 or Buyer's failure to comply with applicable Export Laws.

10.6 Limitation of Liability. Except with respect to a breach of Section 5, Section 9 or Section 10.9 or either Party's indemnification obligations, in no event will either Party be liable for any indirect, incidental, special, consequential or punitive damages, or damages for loss of profits, revenue, business, savings, data, use or cost of substitute procurement, incurred by either Party or any third Party, whether in an action in contract or tort, even if the other Party has been advised of the possibility of such damages or if such damages are foreseeable. In no event will Stangenes' liability for damages hereunder exceed the amounts actually paid by Buyer to Stangenes under these Terms. The Parties acknowledge that the limitations of liability in this Section 10.6 and in the other provisions of these Terms (including the exclusions thereto) and the allocation of risk herein are an essential element of the bargain between the Parties, without which Stangenes would not have entered into these Terms. Stangenes' pricing reflects this allocation of risk and the limitation of liability specified herein.

10.7 Severability and Waiver. In the event that any of the provisions of these Terms shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable. If necessary, the valid and enforceable provision(s) shall be negotiated by the parties and substituted therefore to accomplish the intent of the severed provision(s) as nearly as practicable. The waiver by either Party of any default or breach of these Terms will not constitute a waiver of any other or subsequent default or breach.

10.8 No Assignment. Buyer may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law, change of control or otherwise, these Terms or an Ordering Document or any rights or obligations under these Terms or an Ordering Document without the prior written consent of Stangenes. Any purported assignment, transfer, delegation or other disposition by Buyer will be null and void. Subject to the foregoing, these Terms will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns.

10.9 Export Controls and Trade Sanctions Compliance, and Related Indemnity.

(a) All Products, technology, technical data or information, and services provided under these Terms are subject to United States export control and trade sanctions laws and regulations, including without limitation the U.S. Export Administration Regulations ("**EAR**"), the U.S. International Traffic in Arms Regulations ("**ITAR**"), and the regulations of the U.S. Office of Foreign Assets Control ("**OFAC**") (collectively, "**U.S. Export Laws**"). Export, reexport, in-country transfer or diversion of any Products, technology or technical data, or information subject to these Terms in a manner that is contrary to the U.S. Export Laws is prohibited. The Products, technology, technical data and information, and services may also be subject to the export control and trade laws and regulations of other countries, as well as to the import laws and regulations of the United States and foreign countries. In the event of a conflict between a U.S. and a foreign law, the U.S. law shall govern the Parties' rights and actions under and with respect to these Terms. The U.S. Export Laws and the export laws of foreign nations are collectively referred to as the "**Export Laws**".

(b) Buyer shall comply with all applicable Export Laws and import laws relating to the importation or exportation of the Products, technology, technical data and information, and services governed by these Terms. Buyer understands that the Export Laws may require that the parties obtain a license to, without limitation: (i) send or carry export controlled Products, technology, or technical data or information outside of the United States; (ii) release export controlled technology, or technical data or information, to foreign entities or nationals inside or outside the United States, whether such persons are employed by or associated

money security interest in the Products, and in any proceeds thereof, including insurance proceeds, to secure payment of any amounts due until they are paid in full. Stangenes will retain the rights and remedies of a secured creditor until payment in full is received for the purchased Products. Buyer agrees to execute and deliver all documents reasonably requested by Stangenes to protect and maintain Stangenes' security interest.

3.4 Currency. Buyer will pay all amounts due to Stangenes in United States dollars unless otherwise expressly agreed by the Parties in an Order Acknowledgement. Stangenes and Buyer will arrange for such payment to be made in a mutually convenient manner as agreed between them from time to time.

4. TAXES

Prices and orders do not include Federal, State or local excise, sales, use or other taxes (or customs duties, if applicable), which are applicable to the Products sold and Services provided pursuant to these Terms (excluding only taxes based on Stangenes' income), which tax or duties (or customs duties, if applicable) will be added by Stangenes to the sales price when Stangenes has the legal obligation to collect the same and will be invoiced to and paid by Buyer, unless Buyer provides Stangenes with a proper tax exemption certificate for each jurisdiction in which taxes otherwise would be due. In the event Stangenes is required to pay any such tax or duties at the time of sale or thereafter, the Buyer will reimburse Stangenes promptly for the total amount of tax or duties.

5. INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP

Stangenes is not licensing or delivering, nor is Stangenes required to license or deliver, any Intellectual Property Rights to Buyer under these Terms, other than the limited license rights set forth below in this Section 5. Stangenes will retain all rights, title and interest in and to the Intellectual Property Rights in the Products and any derivative works thereof, and Buyer does not acquire any other rights, express or implied, in the Intellectual Property Rights embodied or otherwise contained within the Products, in each case, subject only to the limited license set forth below in this Section 5. Subject to and conditioned on these Terms, Stangenes hereby grants to Buyer (a) under Stangenes' Intellectual Property Rights embodied in the Products, a personal, non-exclusive, non-sublicensable and non-transferable license to use the Products for its own ordinary internal business usage and solely in combination with the Buyer equipment with which the Products are installed, consistent with the limitations specified or referenced in these Terms, an Order Acknowledgement or the Documentation provided with the Products, and (b) a personal, non-exclusive, non-sublicensable and non-transferable license to use the Documentation provided with the Products in support of Buyer's use of the Products pursuant to subsection (a) above. Notwithstanding anything in these Terms or other related agreements, including purchase orders, to the contrary, (i) the Products and documentation related thereto may not be sold, sublicensed, or otherwise transferred by Buyer to any person, company or institution whatsoever other than as Stangenes and Buyer may expressly agree in writing in a distribution addendum to these Terms; (ii) the applicable Ordering Document shall set forth strict marking and use guidelines with respect to Products and documentation related thereto; and (iii) Buyer shall not remove or alter any confidential information, proprietary information, trade secret, patent number or similar labels or markings on the Products.

6. WARRANTIES AND REMEDIES

6.1 Warranties. Stangenes hereby represents and warrants to Buyer that each Product unit will be free from defects in materials and workmanship under normal use for a period of 1 year from the Delivery Date.

6.2 Disclaimer. THE WARRANTIES IN THIS SECTION 6 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Stangenes does not warrant that the Products will operate in combination with other equipment, hardware, software, systems or data either not provided by Stangenes or provided by Stangenes but not used for its intended purpose, except as expressly specified in the Documentation, or that the operation of the Products will be uninterrupted or error-free. All evaluation, prototype, "beta," and pre-production releases of Products provided by Stangenes to Buyer will be noted on the applicable Ordering Document, and no such evaluation, prototype, "beta," or pre-production releases of Products may be used in a production environment without Stangenes' prior written approval.

6.3 Exclusive Remedies. Buyer must report to Stangenes, pursuant to the notice provision of these Terms, any alleged breach of the warranties contained in Section 6.1 during the relevant warranty period, and upon receipt of such notice, Stangenes will review such alleged breach and determine whether there has been an actual breach of the warranties contained in Section 6.1. Buyer's sole and exclusive remedies, and Stangenes' entire liability, for any such breach of warranty that has been validated by Stangenes will be for Products returned during the relevant warranty period, the correction of the error or defect that caused the breach of warranty or, if Stangenes is unable to make the Products operate as warranted, the replacement of defective Products.

6.4 Limitations. Stangenes will have no obligations under Section 6.3 if the breach of warranty is caused by abuse, misuse, alteration, neglect, accidental damage or unauthorized repair, modification or installation of the Products, or the use or attempted use of software or hardware other than that supplied and supported by Stangenes. Replacement or repair of a Product does not extend its warranty period beyond the original warranty expiration date.

7. INFRINGEMENT INDEMNITY AND REMEDIES

7.1 Infringement Indemnity. Except as may be detailed on the applicable Order Acknowledgment, Stangenes will defend Buyer against a claim that a Product, as provided by Stangenes to Buyer and used within the scope of these Terms, infringes any copyright, or any United States patent or trademark or incorporates any misappropriated United States trade secret (a "Claim"). Stangenes will pay any liabilities, costs, damages or expenses, including reasonable attorneys' fees, attributable to such a Claim that are awarded against Buyer in a final judgment or settlement approved in advance and in writing by Stangenes, provided that Buyer: (a) notifies Stangenes in writing within 30 days of commencement of the Claim; (b) grants Stangenes sole control of the defense and settlement of the Claim; and (c) provides Stangenes with all timely assistance, information and authority required for the defense and settlement of the Claim. Buyer may retain its own counsel, at its expense, to monitor the defense and settlement of the Claim.

7.2 Exclusions. Stangenes will have no obligations under Section 7.1 if the infringement or misappropriation is caused by (a) the use of any non-Stangenes product, information, design, specification, instruction, software, data or material in combination with the Product where such infringement would not have arisen but for such combination; (b) the modification of the Product by a party other than Stangenes where such infringement would not have arisen but for such modification; (c) any design or manufacturing of the Product that is directed by Buyer; or (d) the use of the Product in a manner other than for its intended purpose where such infringement would not have arisen but for such use.

7.3 Remedies. If a Product becomes, or Stangenes believes is likely to become, subject to a Claim, Stangenes will have the option, at its expense, to (a) modify the Product to be non-infringing, or (b) obtain for Buyer a license to continue using the Product. If in Stangenes' sole judgment it is not commercially reasonable to perform either of the above options, then Stangenes may terminate any license for the use of the allegedly infringing Product and refund

with Buyer; or (iii) store export controlled technology, or technical data or information, even in electronic form, in a location outside of the United States. Buyer shall not import, export, re-export or in-country transfer, or cause or permit to be imported, exported, re-exported, or in-country transferred, directly or indirectly, the Products, or any technology, technical data or information, or services provided or licensed hereunder, to any country or Person for which any governmental authority requires a license or other government approval at the time of such import, export, re-export or in-country transfer, without first obtaining the required export classification, license or other approval. Stangenes assumes no responsibility for Buyer's failure to obtain any required licenses, classifications, or approvals.

(c) Buyer represents and warrants that it is not itself, and is not owned in whole or in part or controlled by, a person or entity that appears on any sanctioned parties list published by the U.S. government, including without limitation (i) OFAC's Specially Designated Nationals List, Foreign Sanctions Evaders List, and Palestinian Legislative Council List; (ii) the U.S. Department of State's Terrorist Exclusion List; or (iii) the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List, Entity List, or Unverified List (collectively, "**Sanctioned Parties**"). Buyer agrees that neither it nor any of its representatives or affiliates will (x) export, re-export, transmit or in-country transfer the Products, technology, or technical data or information provided under these Terms, or any direct product thereof, to any Sanctioned Parties, or to any person or entities located in Cuba, Iran, North Korea, Sudan, Syria, the Crimea Region of Ukraine or any other territory or jurisdiction restricted or prohibited by the Export Laws, or (y) use the Products, technology or technical data and information provided or licensed under these Terms for any prohibited nuclear, missile, or chemical biological weaponry end uses.

(d) Notwithstanding any other provision of these Terms, Buyer acknowledges that it has no right to receive from Stangenes, or to sell, transfer, transmit or disclose to any other person, any Products, technology, technical data or information, or other information related to these Terms that is controlled under the ITAR or the 600 Series of the EAR.

(e) Stangenes shall reasonably cooperate with Buyer, at Buyer's expense, to enable Buyer to comply with the Export Laws. Any and all obligations of Stangenes to provide software, technology, technical data or information, technical assistance, media in which any of the foregoing is contained, or training to Buyer shall be subject in all respects to the Export Laws. In the event that the Export Laws do not permit Stangenes to distribute the Products (including any related technology or technical data or information) to a particular jurisdiction, Stangenes shall be excused from performing its obligations under these Terms with respect to such jurisdiction.

10.10 Right to Manufacture the Products. Except for an action to enforce these Terms, Buyer hereby covenants that it will not, and it will ensure that its subsidiaries do not, assist in or assert any claim (including, without limitation, any intellectual property claims) against Stangenes or its affiliates, directors, or officers relating to the use, sale, or manufacture of the Products, any derivatives thereof, or any related materials.

10.11 Amendments. Except as these Terms otherwise provide, no amendment to these Terms will be binding unless agreed to in writing and executed by the Parties, and no approval, consent, or waiver will be enforceable unless the granting Party signs it. No document will be deemed to amend these Terms by implication.

10.12 Execution. These Terms may be executed by facsimile, electronic communication in portable document format (.pdf) or duplicate originals, and the parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures. These Terms may be executed in one or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same instrument for effective execution.

10.13 Entire Agreement. These Terms and any applicable Order Acknowledgement and NDA (if any) constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of these Terms and such Order Acknowledgement and NDA (if any). These Terms or any applicable Order Acknowledgement or NDA (if any) may not be modified or amended except in a writing signed by a duly authorized representative of each Party; no other act, document, usage or custom will be deemed to amend or modify these Terms any applicable Order Acknowledgement or NDA (if any). It is expressly agreed that these Terms will supersede the terms in any purchase order or other ordering document issued by the Buyer.

11. GOVERNMENT CUSTOMERS.

11.1 Precedence. If the direct or ultimate customer is a U.S. or State Government agency, then the provisions of this Section 11 shall take precedence over any conflicting terms.

11.2 Intellectual Property. All Products and documentation related thereto were developed solely at private expense and are commercial items as that term is defined in the Federal Acquisition Regulation ("FAR"), including in FAR 2.101, FAR 12.211 and FAR 12.212, as well as by DFARS 227-7202-1, as applicable ("**Commercial Items**"). Notwithstanding anything in these Terms or any higher tier or other related agreements, including purchase orders, to the contrary, (a) Stangenes is not licensing or delivering any Intellectual Property Rights, nor shall Stangenes be required to license or deliver any Intellectual Property Rights other than in accordance with Stangenes' commercial license terms set forth in Section 5 and elsewhere in these Terms to the extent those terms are consistent with Federal procurement law; (b) Products and documentation related thereto may not be sold, sublicensed, or otherwise transferred by Buyer to any person, company or institution whatsoever other than as Stangenes and Buyer may otherwise expressly agree in writing in a distribution addendum to these Terms; (c) the applicable Order Acknowledgment shall set forth strict marking and use guidelines with respect to Products and documentation related thereto; and (d) Buyer shall not remove or alter any confidential information, proprietary information, trade secret, patent number or similar labels or markings on the Products.

11.3 Commercial Items. Because the Products are Commercial Items, Stangenes and Buyer agree that (a) only those FAR and FAR Supplement clauses that are expressly applicable to commercial item subcontracts, require mandatory flow down, and are expressly agreed upon in writing by Stangenes, shall be flowed-down to Stangenes and incorporated into the applicable Order Acknowledgment involving shipment of Stangenes' Products; (b) if Buyer or the U.S. Government requires license rights to any Intellectual Property Rights of Stangenes, such license shall be in accordance with and subject to the terms and conditions of the commercial license set forth in Section 5 and elsewhere in these Terms; (c) Stangenes shall not be required to comply with the cost accounting standards or contract cost principles; (d) nothing in any Order Acknowledgment, or these Terms, gives Buyer any right to audit Stangenes' books and records; and (e) the Government shall have only the audit rights set forth in FAR 52.212-5.

11.4 Disputes. If a dispute arises between Buyer and a U.S. Government customer that is subject to the Contract Disputes Act, 41 U.S.C. 7101 et seq., concerning issues of fact or law that relate to these Terms (a "**CDA Dispute**"), the following dispute procedures shall apply. If the Government issues a final decision regarding a CDA Dispute, Buyer shall transmit the decision to Stangenes within 5 business days of Buyer's receipt. If Buyer elects to appeal such decision under its prime contract "Disputes" clause, Stangenes shall be permitted to participate fully in such appeal concerning issues of fact or law relating to Stangenes' rights and obligations. Buyer shall not enter into a settlement with the Government affecting Stangenes without Stangenes' prior written consent. If Buyer elects not

to appeal a CDA Dispute, Buyer must notify Stangenes within 30 days after Buyer's receipt of the final decision. If Stangenes elects to appeal such final decision, Stangenes shall notify Buyer, and the parties shall enter into a sponsorship agreement pursuant to which Stangenes shall have the right to prosecute or defend in Buyer's name, any and all appeals arising from the Government's final decision. Any such appeal brought by Stangenes in the name of Buyer shall be at the expense of Stangenes, provided, however, that Buyer at its expense shall provide Stangenes with reasonable assistance in the presentation of such appeal.

12. CERTAIN DEFINITIONS

12.1 "Delivery Date" means, with respect to a given Product, (a) the date Stangenes ships such Product to Buyer; or (b) if no delivery is necessary, the Effective Date.

12.2 "Documentation" means the high-level drawing (which may include certain mechanical and electrical interface information) provided for each Product that Stangenes makes generally available.

12.3 "EXW – Ex-Works" has the meaning given such term in Incoterms 2010 (ICC Publication No. 715, International Chamber of Commerce 2010).

12.4 "Intellectual Property Rights" means, on a world-wide basis, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship, including copyrights, moral rights and mask-works, (b) rights associated with trademarks, service marks, trade names and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) rights in domain names; (f) all other intellectual and industrial property rights of every kind and nature and however designated, and (g) all registrations, applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter existing, made or in force (including any rights in any of the foregoing).

12.5 "Party" means Buyer or Stangenes; and "Parties" means Buyer together with Stangenes.

12.6 "Products" means the Stangenes hardware products and related materials designated in an Ordering Document and purchased pursuant to these Terms.

12.7 "Proprietary Information" means any and all information or materials disclosed by Stangenes to Buyer, or obtained by Buyer through inspection or observation of Stangenes' facilities or Products, that (a) is marked, identified or otherwise described as confidential or proprietary, (b) would normally be considered confidential or proprietary based on the nature of the information or materials, or (c) is provided under circumstances reasonably indicating it is confidential or proprietary. Proprietary Information shall include (i) the Products (including any and all derivative works and updates thereto), (ii) the existence of and terms of these Terms (including all pricing terms), (iii) trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs, ideas, algorithms, formulas, schematics, testing procedures, drawings, software design and architecture, computer code, internal documentation, hardware, device, design and functional specifications, product requirements, problem reports and performance information and software documents, (iv) other technical, engineering, manufacturing, business, product, marketing, servicing and financial information, strategies, forecasts, plans and data, and (v) design and other information learned by Buyer's observation (at Stangenes' facilities or otherwise) or delivered to Buyer by any third-party consulting or any testing laboratory performing analysis of Stangenes' products and technologies. Notwithstanding the foregoing, information shall not be deemed Proprietary Information to the extent that Buyer can document that such information: (A) was or becomes publicly known through no fault of Buyer; (B) was known by Buyer before receipt from Stangenes, as evidenced by Buyer's written records; (C) becomes known to Buyer without confidential or proprietary restriction from a source other than Stangenes that does not owe a duty of confidentiality to Stangenes with respect to such Proprietary Information; or (D) is independently developed by Buyer without the use of or reference to the Proprietary Information of Stangenes.

12.8 "Services" means Support and all other services, including Product maintenance and repair services provided by Stangenes under an Ordering Document and pursuant to these Terms.

12.9 "Support" means the support and maintenance services made generally available by Stangenes for Products.



Specifications

of the

“120 kV Fractional Turn Pulse Transformer”

for the

Solid State Gun Pulse Modulator Project

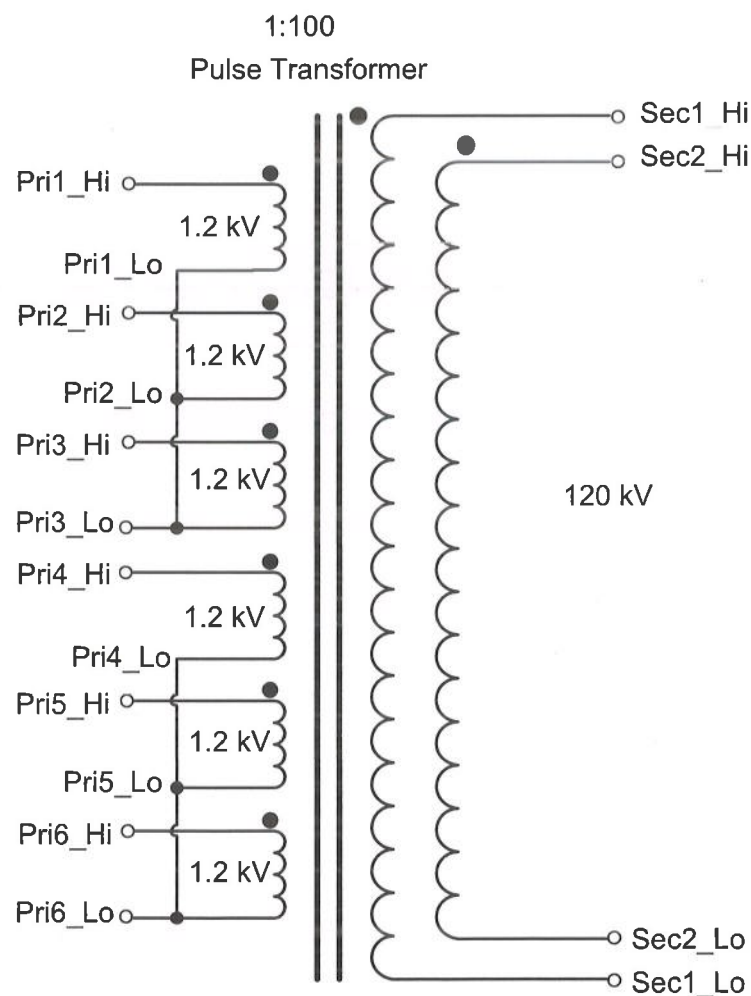
Synchrotron Light Research Institute (Public Organization)

111 University Ave., Muang District, Nakhon Ratchasima Thailand 30000



Specifications of the Pulse Transformer

The pulse transformer shall be designed based on fractional turn primary topology. The primary winding structure separated into 6 sub-winding. The low voltage sides of the primary windings are connected together by separating into 2 groups (Pri_Lo 1-3 and Pri_Lo 4-6) as shown Fig.1. The secondary winding structure is bifilar, the electron gun filament current (5 Arms) will be also fed through this winding. The core resetting winding must be included. The pulse transformer shall be designed for installing in insulating oil (the transformer's tank will be fabricated by the buyer). The main specifications of the pulse transformer as shown in table 1.



***The core resetting winding is not shown in this diagram.**

Fig.1 simplified schematic diagram of the pulse transformer.



Table 1: Pulse transformer specification

Winding ratio of each sub-primary to secondary	1:100
Operating pulse input voltage of each sub-primary	1.20 kV
Operating pulse output voltage	120 kV
Max pulse width(flat top)	4 us
Max. pulse repetition rate	500 Hz
Operating primary pulse current per sub-winding	167 A
Operating secondary pulse current	5 A per winding

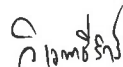
A design proposal will be submitted to the buyer for approval before start of manufacturing. Data provided will include estimated size, weight, materials used ,etc.

Factory Test

The seller shall perform factory acceptance test of the pulse transformer to demonstrate that its performance meets the SLRI's requirements. The pulse transformer's parameters as listed below must be reported. The test report shall be sent to the buyer for approval before delivering the goods.

List of the pulse transformer's parameters

- Primary windings resistance
- Secondary windings resistances
- Primary leakage inductance
- Secondary leakage inductances
- Primary winding distributed capacitance
- Secondary distributed capacitances
- Primary-Secondary capacitances
- Magnetizing inductance
- Core loss equivalent resistance

Signature.....  Purchaser

Mr.Wiwek Phacheerak