

FAO – Delegated Contract Staff
Aerosol Devices Inc.
1613 Prospect Park Way
Suite 100
Fort Collins
Colorado
80525
United States of America

Our Ref: DSTL0000010672

Your Ref: [REDACTED FOI EXEMPT]

Date: 30th Nov. 2022

Dear Sirs,

Contract DSTL0000010672 – DSTL MAGIC CPC PROCUREMENT

Reference:

- A. Aerosol Devices Inc. Quotation # [REDACTED FOI EXEMPT] for Dstl requested procurement
 - B. E-Mail between [REDACTED FOI EXEMPT] and [REDACTED FOI EXEMPT] regarding agreement of MoD terms dated 16th November 2022.
1. This offer of contract follows the ongoing e-mail correspondence between the UK Defence Science and Technology Laboratory (Dstl - a part of the UK Ministry of Defence (MoD) – hereafter known by ‘the Authority’)) and Aerosol Devices Inc. USA, and subsequent to the receipt of revalidated Quotation of requested articles (# [REDACTED FOI EXEMPT]).
 2. Terms and Conditions of the Contract which will result from Aerosol Device’s acceptance are those agreed under the MoD Standard Contract Terms by which this purchase is governed, attached with this offer of contract. The Purchase Order (PO) number relating to works under the Contract is **DSTL0000010672** – please reference this in task related correspondence.
 3. Payment will be made following the Authority’s acceptance of deliverables as described in your aforementioned Quotation (# [REDACTED FOI EXEMPT]) and outlined in this document and Purchase Order provided. For the removal of doubt, the value of this transaction totals **\$28,561.68 US Dollars**, with delivery to Dstl’s premises due before 31st March 2023.
 4. As agreed by both parties, the Authority shall be responsible for payment of import duty associated with carriage of these articles into the United Kingdom. For the purpose of reverse charge by the courier – [REDACTED FOI EXEMPT].
 5. The Authority proposes to enter into the above exceptionally by an exchange of digital signatures and authorised e-mail confirmation, rather than the signing of hard copies. Please arrange for a person the Supplier authorises to provide formal acceptance of this offer by completing section B in the table overleaf and returning by e-mail to the address above. No Contract will come into existence until you have accepted the Authority’s Offer in accordance with the above.

Yours sincerely,

[REDACTED FOI EXEMPT]
[REDACTED FOI EXEMPT] [Dstl Commercial Officer]

Ministry of Defence
Offer and Acceptance of Contract

To: **[REDACTED FOI EXEMPT]**, Dstl Commercial Officer

Aerosol Devices Inc. acknowledges receipt of Dstl's Letter of Contract, dated 30th November 2022, to invoke the supplier's submitted quotation for the provision of described articles under the contract. We confirm that by accepting the Authority's offer, both parties shall be bound by the additional rights and obligations described therein.

<p>Section A) Contract Offer</p> <p>Invoking the contract 'Dstl Magic CPC Procurement' (ref. DSTL0000010672) is formed by Dstl's offer of contract, as described above, under the Terms and Conditions attached with this offer.</p> <p>Signed by -</p> <p>Name (Block Capitals): [REDACTED FOI EXEMPT]</p> <p>Position: Dstl Commercial Officer</p> <p>For and on behalf of The Authority (The UK Defence Science and Technology Laboratory (Dstl), part of the UK Ministry of Defence (MoD))</p> <p>Authorised Signatory: [REDACTED FOI EXEMPT]</p> <p>Date¹: 30th Nov. 2022</p>	<p>Section B) Contract Acceptance</p> <p>We accept to undertake the contract 'Dstl Magic CPC Procurement' (DSTL0000010672) for the provision of articles described in quotation # [REDACTED FOI EXEMPT], under the Terms and Conditions attached with this offer.</p> <p>Signed by -</p> <p>Name (Block Capitals): [REDACTED FOI EXEMPT]</p> <p>Position: [REDACTED FOI EXEMPT]</p> <p>For and on behalf of Aerosol Devices Inc.</p> <p>Authorised Signatory: [REDACTED FOI EXEMPT]</p> <p>Date: 07th December 2022</p>
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¹ The date of unqualified acceptance by both parties signature is the effective date of the contract



Ministry
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The Science Inside

Terms and Conditions for Contract

DSTL0000010672

DSTL MAGIC CPC PROCUREMENT

TERMS AND CONDITIONS OF CONTRACT

[REDACTED FOI EXEMPT]

Schedule 2 – Schedule of Requirements for Contract

Contractor: Aerosol Devices Inc. 1613 Prospect Park Way Suite 100 Fort Collins Colorado 80525 United States of America	Schedule of Requirements for Task: Dstl MAGIC CPC PROCUREMENT Aerosol Devices Inc. <u>Quotation #</u> [REDACTED FOI EXEMPT]	Buyer Consignee: [REDACTED FOI EXEMPT] Dstl Porton Down Porton Down, Salisbury, SP4 0JQ United Kingdom
Issued on: 30 th November 2022		Contract No: DSTL0000010672 To be quoted on all correspondence

Table I - Schedule of Requirements				
Qty	Model	Description	Unit Price	Extended Price
1	MAGIC210	MAGIC CPC – a tippable, laminar-flow water-condensation particle counter. Includes inlet humidifier for use under cold or dry sampling conditions, and to extend operation time under all conditions. (H.S. 9027.10 ECCN: EAR99)	[REDACTED]	[REDACTED]
1	BATT201	External Battery – includes two lithium ion batteries (one spare), holding bracket and charger. Shipped as Dangerous Goods. (H.S. 8507.60 ECCN: EAR99)	[REDACTED]	[REDACTED]
	SERV-002	Annual Service, MAGIC CPC (does not include shipping either way), performed at ADI in Berkeley, CA, USA	[REDACTED]	[REDACTED]
			Subtotal	[REDACTED]
			Export Documentation	[REDACTED]
			Total FCA Aerosol Devices, Fort Collins, CO, USA	[REDACTED]
			Freight, Fed Ex International Economy	[REDACTED]
			Additional Freight for Hazardous Shipping (if shipment includes an External Battery)	[REDACTED]
			Total CPT Wiltshire, UK	[REDACTED]
			Insurance	[REDACTED]
			Total CIP Wiltshire, UK	\$28,561.68

Table II - Packaging Requirements			
Item No.	Description	Qty	Adjustments
All	[REDACTED FOI EXEMPT]		Nil

Table III – Duration of Contract			
Item No.	Commencement Date	Completion Date	Delivery Conditions of Contract
All	Date of supplier countersignature	On or before 31 st March 2023 Accounting for supplier estimated lead times 6-10 calendar weeks.	Comprising of the following, in order of precedence where terms conflict: 1. 'Dstl MAGIC CPC PROCUREMENT' Terms and Conditions of Contract (this document including Schedules) 2. Aerosol Devices Inc. Quotation # [REDACTED FOI EXEMPT]

Table IV – Contract Data Sheet	
Clause 6 - Notices	<p>Notices served under the Contract can be transmitted by electronic mail.</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>The Authority's Representative (Commercial):</p> <p>[REDACTED FOI EXEMPT]</p> <p>The Contractor's Representative (Commercial):</p> <p>[REDACTED FOI EXEMPT]</p>
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	<p>A deliverable plan is not required for this contract.</p> <p>The Authority are aware and accepting of Internationally recognised Quality Standards in for these articles.</p>
Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances	<p>The supplier shall provide a hazardous material safety data sheet for all applicable articles provided under this contract.</p> <p>[REDACTED FOI EXEMPT]</p>
Clause 10 – Delivery/Collection	[REDACTED FOI EXEMPT]
Clause 12 – Packaging and Labelling of Contractor Deliverables	[REDACTED FOI EXEMPT]
Clause 13 – Progress Meetings and Progress Reports	Not applicable.
Classification	<p>Classification of work and deliverables carried out by the Contractor:</p> <p>[REDACTED FOI EXEMPT]</p>

Schedule 2 – Notification of Intellectual Property Rights (IPR) Restrictions (i.a.w. Clause 7) for Contract

PART A – Notification of IPR Restrictions

1. <u>ITT / Contract Number</u>		DSTL0000010672			
2. <u>ID #</u>	3. <u>Unique Technical Data Reference Number / Label</u>	4. <u>Unique Article(s)* Identification Number / Label</u>	5. <u>Statement Describing IPR Restriction</u>	6. <u>Ownership of the Intellectual Property Rights</u>	
1	H.S. 9027.10 ECCN: EAR99	Supplier I.D: MAGIC210	[REDACTED FOI EXEMPT]	Aerosol Devices Inc.	
2	H.S. 8507.60 ECCN: EAR99	Supplier I.D: BATT201	[REDACTED FOI EXEMPT]	Aerosol Devices Inc.	

* Article(s), for the purpose of this form only, means part or the whole of any item, component or process which the Contractor is required under the Contract to supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article.

PART B – System / Product Breakdown Structure (PBS)

NIL RETURN for non-bespoke product. As advertised by supplier with restrictions as per Schedule 2 Part A.

Appendix – Addresses and Other Information	
1. Dstl Commercial Point of Contact: [REDACTED FOI EXEMPT]	2. Dstl Demand Owner: [REDACTED FOI EXEMPT]
3. Bill Paying Branch: [REDACTED FOI EXEMPT]	4. Consignment Instructions: [REDACTED FOI EXEMPT]
5. Aerosol Point of Contact: [REDACTED FOI EXEMPT]	8. Notes: [REDACTED FOI EXEMPT]