



**EBARA** TECHNOLOGIES, INCORPORATED  
51 MAIN AVENUE, SACRAMENTO, CA 95838 U.S.A  
PHONE (800) 535-5376, FAX (916) 830-1900  
www.ebaratech.com

Date: 7/11/2022

Doug Storey  
SLAC National Accelerator Laboratory  
2575 Sand Hill Rd  
Stanford, California 94025  
United States

Dear Doug,

EBARA Technologies, Inc. is pleased to provide SLAC National Accelerator Laboratory quotation number 22-29768 - A for (Qty. 1) EV-S100 BP Driver.

Ebara Technologies, Inc. is a leading supplier with a broad product portfolio providing unparalleled local and global network of customer support and technical service centers that ensure the highest standard of reliability, maximum uptime, and lowest cost of ownership for all EBARA products.

### **Light Duty - Model EV-S**

The EV-S Series pumps are energy efficient vacuum pumps for clean to light duty processes. The pumping speeds range from 58 to 710 CFM with an ultimate pressure as low as 3 mTorr. Options include: nitrogen purge, niresist (nickel alloy) to prevent corrosion and an idle mode which allows the tool to send a remotely controlled signal to save additional money.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

*William Widmer Jr.*

Inside Sale & Marketing Specialist

Cc.: Renny Reed – SemiTorr Inc.  
Mike Taroni – ETI



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**Date:** 7/11/2022  
**Quote #:** 22-29768 - A

**Attn:** Doug Storey  
**Phone:** 650-926-3020  
**Email:** dstorey@slac.stanford.edu

ITEM	QTY.	DESCRIPTION	NET EACH	EXT. TOTAL
1	1	<i>P/N: C-5150-009-5600</i> DRIVER, EVS, 2.2KW, 200V, V1000, BASE, 100BP	\$1,104.95	\$1,104.95
<b>Total:</b>				<b>\$1,104.95</b>

**Shipment:** 2 to 4 Weeks ARO  
**Quote:** Valid for 30 Days  
**Warranty:** EBARA Standard Warranty (12 Month)  
**FOB:** Sacramento, CA  
**Fax:** (916) 830-1900  
**E-mail:** ComponentsCustomerService@ebaratech.com

**Please email Sales Order Management for assistance with your Purchase Order.**



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## Vacuum Hardware, Installation Kits and Valves

Ebara Technologies, Inc. offers valves and hardware suitable for all of your vacuum applications. The robust valve design offers dependable rough pump isolation for maintaining and improving pump fleet operations and is engineered for reliable, high cycling on-tool performance. Valve kits come in standard flange sizes, ranging from NW25 to NW200. Manual actuation standard; pneumatic and seal material options available upon request.



		NW50	ISO80	ISO100
Viton	Valve Kit P/N	283152	283153	283170
	Valve Only P/N	943298	943310	943307
Kalrez	Valve Kit P/N	283288	283289	283290
	Valve Only P/N	943329	943330	943332

## Vacuum Gauges

Ebara Technologies, Inc. offers a wide range of compact vacuum gauges to meet all of your measurement needs. Vacuum pump gauges can be used in a variety of processes, including Load-locks, PVD Systems, Analytical Systems, and other applications.



Gauge Model	EGP	EGPC	EGPI	EGT
Type	Pirani	Pirani Capacitance	Pirani Ion	Pirani/ Capacitance/Ion
Range (Torr)	Atm – $10 \times 10^{-4}$	1500 – $10 \times 10^{-4}$	Atm – $5 \times 10^{-10}$	Atm – $5 \times 10^{-10}$
P/N	EGP500-0000	EGPC550-0000	EGPI400-2020	EGT450-2020



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## TERMS AND CONDITIONS OF SALE

### 1. Buyer's Terms and Conditions

Seller desires to provide its Buyer with prompt and efficient service. However, to negotiate individually the terms and conditions of each sales contract would substantially impair Seller's ability to provide such service. Accordingly, Products furnished and services rendered by Seller are sold only on the terms and conditions stated herein. Notwithstanding any terms and conditions on Buyer's order, Seller's performance of any contract is expressly made conditional on Buyer's agreement to Seller's terms and conditions of Sale unless otherwise specifically agreed to in writing by Seller. In the absence of such agreement, commencement of performance, shipment and/or delivery shall be for Buyer's convenience only and shall not create any contractual obligation nor shall it be deemed or construed to be acceptance of Buyer's terms and conditions, or any of them. If a contract is not earlier formed by mutual agreement in writing, acceptance of any Product or service furnished hereunder shall be deemed assent to and acceptance of all the terms and conditions stated herein. All contracts for the sale of Products shall be construed under and governed by the law of the location of Seller's manufacturing plant from which the products are shipped.

### 2. Orders

All orders for Products not responding to quotation issued by Seller shall be subject to acceptance by Seller only at its plant.

### 3. Quotations and Prices

All quotations are subject to the terms and conditions stated herein as well as any additional terms and conditions that may appear on the face of the sales order. In the case of a conflict between the terms and conditions stated herein and those appearing on the face of the sales order, the latter shall control.

Seller's prices and quotations are subject to the following:

- UNLESS OTHERWISE SPECIFIED IN WRITING, ALL QUOTATIONS ARE FIRM FOR, AND EXPIRE, THIRTY (30) DAYS AFTER THE DATE THEREOF AND CONSTITUTE OFFERS, provided that, budgetary quotations and estimates are for preliminary information only and shall neither constitute offers, nor impose any responsibility or liability upon Seller.
- Unless otherwise stated in writing by Seller, all prices quoted shall be exclusive of transportations, insurance, taxes (including, without limitation, any sales, use or similar tax), license fees, custom fees, duties and other charges related thereto, and Buyer shall report and pay any and all such shipping charges, premiums, taxes, fees, duties and other charges related thereto, and Buyer shall hold Seller harmless therefrom.
- Stenographical, typographical and clerical errors are subject to correction.
- Prices quoted are for Products only and do not include technical data, proprietary rights of any kind, patent rights, qualification, environmental or other than Seller's standard tests, and other Seller's normal domestic commercial packaging, unless expressly agreed to in writing by Seller.
- Published weights and dimensions are approximate only. Manuals, programs, listings, drawings, or other documentation required hereunder must be referenced specifically, and will be the latest applicable version.

### 4. Terms of Payment

Unless credit is granted, payment is due upon delivery. All payments for Products released and shipped on approved credit accounts shall be due in full thirty (30) days from date of invoice unless otherwise provided. Seller may cancel or delay delivery of Products in the event of an arrearage in Buyer's account.

### 5. Transportation and Risk of Loss

Transportation will follow Buyer's shipping instructions, but Seller reserves the right to ship Products freight collect and to select the means of transportation and routing when Buyer's instructions are not provided. Risk of loss or damage shall pass to Buyer upon delivery of the Products to the transportation company at the FOB point, whether or not installation is provided by or under supervision of Seller. Unless otherwise provided by Seller, title shall pass from Seller to Buyer when Products are delivered to the transportation company at the location of Seller's manufacturing plant from which the Products are shipped. Confiscation or destruction of, or damage to Products shall not release, reduce or in any way affect the liability of Buyer therefor. Notwithstanding and defect or nonconformity, or any other matter, such risk of loss shall remain in Buyer until the Products are returned at Buyer's expense to such place as Seller may designate in writing. Buyer, at its expense, shall fully insure against all loss or damage until Seller has been paid in full therefore, or the Products have been returned, for whatever reason, to Seller. All Products must be inspected upon receipt and claims should be filed with the transportation company when there is evidence of damage, either concealed or external. As used in the clauses appearing herein or attached hereto, delivery shall occur when Products are delivered at the FOB point, which shall be the point of manufacture or such other place as Seller shall specify in writing, notwithstanding installation by or under supervision of Seller.

### 6. Performance

Neither party shall be liable in any way because of any delay in performance hereunder due to unforeseen circumstances or to causes beyond its control, including, without limitation, strike, lockout, riot, war, act of God, accident, inability to obtain labor, delays caused by suppliers, subcontractors or by other parties, material shortages, curtailment of or inability to obtain sufficient electrical or other energy supplies, or compliance with any governmental law, regulation, or order. Prompt notice of any such delay beyond either party's control shall be given to the other party. Provided such delay is neither material nor indefinite, performance shall be deemed suspended during and extended for such time as any circumstances or causes have been remedied, the delayed party shall continue, and the non-delayed party shall accept performance hereunder. Seller may in the absence of applicable Government regulations, during any period of shortage due to circumstances beyond its control, allocate inventories and current production among its Customers. In addition, in the interest of conservation of scarce materials and of the efficient utilization of high value parts and components, Seller may substitute suitable materials, including remanufactured parts and components, when in its opinion, such substitution is necessary. Such substituted materials are covered by the same warranty and are subject to the same high standards of quality control applied to other materials. As used herein, "performance" shall include, without limitation, fabrication, shipment, delivery, assembly, installation, testing, acceptance and warranty repair or replacement as applicable.

### 7. Acceptance

The furnishing by Seller of a Product to the Buyer shall constitute acceptance of that Product by Buyer, unless notice of defect or non-conformity is received by Seller in writing within thirty (30) days of receipt of the Product at Buyer's designated receiving address, provided that, for Products for which Seller agrees in writing to perform acceptance testing after installation, the completion of Seller's applicable acceptance tests, or execution of Seller's acceptance form by Buyer, shall constitute acceptance of the Product by Buyer. Notwithstanding the foregoing, any use of a Product by Buyer, its agents, employees, contractors or licensees, for any purpose after receipt thereof, shall constitute acceptance of the Product by Buyer. Seller may repair or, at its option, replace defective or non-conforming parts after receipt of notice of defect or non-conformity.

### 8. Patents and Other Intellectual Property Rights

Seller will at its own expense and as set forth herein, defend and action brought against Buyer with respect to any claim that the design or manufacture of any Product in the Seller's commercial line of Products or manufactured to specifications set by the Seller and furnished hereunder, constitutes an infringement of any patents or other intellectual property rights of the United States or Canada. Subject to the provisions in the DAMAGES AND LIABILITY section hereof, Seller will pay all damages and costs either awarded in a suit or paid. In Seller's sole discretion, by way of settlement which are based on such claim of infringement, provided that Buyer promptly notifies Seller in writing of such claim of infringement and gives Seller full authority, information and assistance in settling or defending such claim, or Seller will, in its sole discretion and at its own expense, either procure a license which will protect Buyer against such claim without cost to Buyer, replace said Product with a non-infringing product, or remove said Product and refund an equitable portion of the price paid by the Buyer to Seller for said Product. Seller shall have no liability whatsoever hereunder with respect to any claims settled by Buyer without Seller's prior written consent. Seller EXPRESSLY EXCLUDES from any liability hereunder and Buyer shall hold Seller harmless from and against any expense, loss, costs, damages or liability resulting from claimed infringement of patents, trademarks, copyrights or any other intellectual property rights: (1) arising from a use of a combination of said Product with other equipment, processes, programming applications or materials not furnished under this contract, (2) based on items made with the Product furnished under this contract, (3) arising out of compliance by Seller with Buyer's designs, specifications or instructions, and/or (4) arising from use or manufacture by anyone of inventions in connection with products or services sold, used or intended for sale or use in performing contract with the United States or related subcontracts. The foregoing states Seller's entire liability for any claim based upon or related to any alleged infringement of any patent or other intellectual property rights.

### 9. Warranties

Seller warrants each standard Product manufactured and sold by it to be free of defects in materials and workmanship for such period of time and under such conditions as are specified herein or as may be specified by Seller on the face of its Quotation or otherwise reduced to writing and expressly approved by Seller. The Warranty period so specified by Seller shall commence on the date of shipment from Seller to the original purchaser. If no period of time is stated, then Seller's Warranty for standard products is limited to 18 months from the date of shipment. Repair, or at Seller's option, replacement of defective parts shall be the sole and exclusive remedy under Warranty; provided that, Seller may, as an alternative, elect to refund an equitable portion of the purchase price of the Product. All warranty replacement or repair of parts shall be limited to Product malfunctions which, in the sole opinion of Seller, are due or traceable to defects in original materials or workmanship.

### General Warranty Limitations and Exclusions

The foregoing warranties do not cover items expendable in normal use nor those of limited life. Seller only warrants that at the time of shipment such items meet applicable specifications, but SELLER SHALL HAVE NO OTHER OR FURTHER RESPONSIBILITY THEREFOR, WHATSOEVER.

Software media and firmware media furnished by Seller in or for use with Seller's Products are warranted only to be free of defects in materials which cause failure to execute programming instructions and are not warranted against interruptions or errors in operation. Such warranty is subject to the terms and conditions of any applicable Seller license agreement, including any Seller warranty provisions stated herein. Warranties given by suppliers of products, equipment or proprietary components not manufactured by Seller but incorporated by Seller into Products shall be passed on to Buyer, but in no event shall Seller have liability for failure of any such supplier to perform on its warranty.

All obligations of Seller under warranty shall cease in the event of abuse, accident, alteration, misuse or neglect of the Product. In-warranty repaired or replaced parts are warranted only for the remaining unexpired portion of the original warranty period applicable to the repaired or replaced parts. After expiration of the applicable warranty period, Buyer shall be charged at the then current prices for parts, labor and transportation.

REASONABLE CARE MUST BE USED TO AVOID HAZARDS. SELLER EXPRESSLY DISCLAIMS RESPONSIBILITY FOR LOSS OR DAMAGE CAUSED BY USE OF ITS PRODUCTS OTHER THAN IN ACCORDANCE WITH PROPER OPERATING PROCEDURES.

THE FOREGOING WARRANTIES ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SELLER, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY SELLER. Statements made by any person, including representative of Seller, which are inconsistent or in conflict with the terms of these warranties shall not be binding upon Seller unless reduced to writing and approved by an officer of Seller.

### 10. Termination

Buyer shall not cancel, terminate or reschedule any order accepted by Seller except by the prior written consent of Seller. In any such event, with or without Seller's consent, Buyer agrees to pay Seller a charge determined solely by Seller to cover the reasonable costs of processing, order handling, retesting, repackaging and Seller damages under the Uniform Commercial Code, or as determined in accordance with the published policies of the affected Seller Division.

### 11. Limitation of Liability

SELLER'S TOTAL LIABILITY WITH RESPECT TO ANY PRODUCT OR SERVICE PROVIDED HEREUNDER SHALL NOT EXCEED THE PRICE SET FORTH HEREIN FOR SUCH PRODUCT OR SERVICE. IN ADDITION, IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE PRODUCTS OR ANY SERVICES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN AN ACTION FOR CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Each limitation on liability or limited or exclusive remedy set forth in this Agreement is independent of any other limitation or remedy and if any such limitation or remedy fails of its essential purpose or is otherwise held to be unenforceable, that shall not affect the validity of any other such limitation or remedy.

### 12. Governing Law

This Agreement and the performance of all obligations hereunder shall be governed by and construed in accordance with the laws of the State of California, without application of any choice of law rules or the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods.



### ➤ Dry Vacuum Pumps

EBARA's Dry Vacuum Pumps provide a host of product enhancements including increased reliability, reduced clean room particulate load, low noise, low vibration, lower operating costs, and the lowest cost of ownership. EBARA's dry pumps survive the harshest applications such as LPCVD, PECVD, CVD, and metal etch. Custom designs and broad product lines make an EBARA dry pump the pump of choice.



### ➤ Turbomolecular Pumps

EBARA's Turbomolecular Pumps offer both ceramic-bearing and magnetic-levitation pumps. All turbo pumps are configured in a wide range of pumping speeds from 70 to 3,200 L/s with features designed to meet semiconductor, thin film, and non-semiconductor applications.



### ➤ Point-of-Use Abatement

EBARA offers a full line of Point-of-Use Abatement systems capable of handling majority of the processes in the microelectronics industry. Our abatement product line includes wet, combustion, catalytic, dynamic oxidation, and thermal technologies. All of EBARA's abatement technologies are designed for low cost of ownership, high reliability, and compliance to safety standards.



### ➤ Thermal Solutions

Ebara Technologies, Inc. Thermal Solution products provide uniform heat flux to prevent condensation in gas delivery lines and clogging in pump lines. The application of heat helps reduce particle generation and eliminates unscheduled maintenance downtime, improving the consistency of yields and saving time and money. EBARA provides "turn-key" service from system survey, measurement, controls and installation.



### ➤ Foreline & Exhaust Traps

Ebara Technologies, Inc. provides standard and custom foreline and exhaust traps for the vacuum industry. We can provide traps to prevent back streaming and remove condensable gases and filter out particles. EBARA has traps designed for particular applications such as crystal pulling, LPCVD, TEOS that can extend maintenance intervals.



### ➤ Vacuum Hardware & Valves

Ebara Technologies, Inc. offers a complete line of vacuum components and valves that include everything necessary to connect the pump to the foreline and exhaust lines. Ebara Technologies, Inc. offers adapters, spools, bellows, clamps, centering rings, and O-rings to facilitate a seamless pump installation. Additionally, Ebara Technologies, Inc. has an expanded product line that offers valves for the majority of vacuum applications. Ebara Technologies, Inc. valves provide outstanding performance in the most demanding applications in solar, semiconductor, and compound semiconductor processing market segments.



### ➤ Vacuum Gauges

Ebara Technologies, Inc. offers a wide range of compact vacuum gauges, covering pressures from atmosphere to ultra-high vacuum. Gauges are available in four different models: Pirani, Pirani/Capacitance, Pirani/Ionization, and Total One. They deliver high accuracy, reproducibility, and fast atmospheric detection. Power supply display units and battery packs can be combined with vacuum gauges for portable test gauge systems.



### ➤ Services, Pump Remanufacturing & Parts

EBARA's service team has become the benchmark for the industry and has been widely recognized by major semiconductor manufacturers and capital equipment OEM's. This award-winning service group consists of factory trained Field Service Representatives at numerous strategic locations throughout the United States and is the largest service network of its kind exceeding industry requirements.