



QUOTATION

CUSTOMER NAME AND SHIPPING DESTINATION

HHMI Affiliate

Customer Contact	Contact Phone & email	Quote Date & File Name
		July 12, 2016 HHMI_Affiliate_7a16.pdf
Payment Terms	Shipment Terms	ESI Sales
net 30	F.O.B. Origin	Jeff Knirck

Item	Description	Quantity	Unit Price
1	Custom-LFA2004 + SCA814 + SPS15 set (same tuning as proto)	1 - 4	\$6000.
X	Approximate Lead-time for items above is (weeks ARO):	3	

Notes:

This quotation is based on Equipment Solutions standard conditions of sale and is valid for 30 days from the quotation date. ESI's Terms and Conditions for Sale are attached and available at Equipsolutions.com

This Quotation is for information only and is not an Offer. Upon Buyer's issuance of a Purchase Order (an Offer) ESI will promptly issue an Order Acceptance or reject the Offer. The Order Acceptance must be promptly signed and returned to ESI to avoid delaying the execution of the Order.

If goods are for Resale Please include a Resale Certificate with your PO.

Shipping Terms are FOB ESI. Buyer may request PP&A for shipping, in which case ESI will probably use UPS, and will insure the shipment for the full value of the goods. Buyer may avoid the cost of insurance by waiving it, in writing, thereby accepting responsibility for delivery, or by providing ESI with Buyer's Shipping Account Number, thereby accepting responsibility for delivery, with or without requesting additional insurance.

Bank of America, 444 South Mathilda Avenue, Sunnyvale CA 94086 (408) 983-0588
 Account Number: 0000417-27546 Routing Number: 121000358 Wire transfer: 0260-0959-3
 Swift Code: BOFAUS3N FEIN: 77-0489222

Equipment Solutions, Inc. (ESI) is a California Corporation. Website: Equipsolutions.com
 1098 West Evelyn Avenue Suite #102, Sunnyvale, CA 94086, USA. Phone (408) 245-7162 FAX (408) 245-7160

TERMS AND CONDITIONS OF SALE

These Terms & Conditions of Sale incorporate the provisions that Equipment Solutions has found in transactions spanning decades to be a reasonable and acceptable framework for the sale of goods to customers, taking into consideration the business needs of both buyer and seller.

- 1. Applicability.** Subject to the express provisions on the face of Equipment Solutions' Order Acceptance, these Terms & Conditions of Sale exclusively govern all Quotations and sales made by Equipment Solutions to Customer. Acceptance of Customer's Purchase Order and Equipment Solution's agreement to furnish goods or services are expressly conditioned on Customer's assent to these Terms & Conditions. These Terms & Conditions and the terms and conditions in Customer's Purchase Order accepted by Equipment Solutions in its Order Acceptance are intended to be the Parties' final expression and exclusive statement of the terms of their agreement (the "**Agreement**"). No course of dealing, no usage of trade and no acceptance or acquiescence to any course of performance shall modify, alter or be relevant to explain the Parties' agreement. Any additional or different Customer term(s) or condition(s) shall be deemed a material alteration of, and be inapplicable to, this transaction unless specifically agreed to in writing by Equipment Solutions and set forth in Equipment Solutions' Order Acceptance or an amendment thereto signed by Equipment Solutions. Customer's acceptance of the goods and services specified in the Order Acceptance shall constitute agreement to these Terms & Conditions.
- 2. Order Acceptance.** Equipment Solutions reserves the right to accept or reject any Purchase Order. Each Purchase Order issued by Customer in connection with Equipment Solutions' Quotation is subject to acceptance by Equipment Solutions. If Equipment Solutions accepts a Purchase Order, Equipment Solutions will deliver to Customer an Order Acceptance bearing Customer's Purchase Order reference number and specifying, among any other terms, the Products and respective price and quantity that Equipment Solutions shall supply to Customer. Customer must sign and return the Order Acceptance to Equipment Solutions. Equipment Solutions shall have no obligation whatsoever to procure any goods, commence manufacture, or ship any Products unless and until Customer delivers to Equipment Solutions the signed Order Acceptance.
- 3. Price.** Quoted prices for the goods delivered hereunder (the "**Products**") are exclusive of all sales, excise and other taxes, and exclusive of insurance, freight, installation, handling and storage charges, any or all of which, as applicable, will be added to the invoice as separate charges to be paid by Customer unless otherwise provided in the Order Acceptance. Prices are effective for all Purchase Orders for like products received from Customer within 30 days of the date of Equipment Solutions' Quotation and, thereafter, are subject to change. Equipment Solutions reserves the right to increase prices in cases where modifications requested by Customer result in additional costs. Oral price estimates are not binding.
- 4. Payment Terms.** Customer agrees to pay the total amount shown as due on each invoice within 30 days after the date of such invoice, notwithstanding any repairs, corrections or adjustments that may have to be made. Invoices will be dated as of the date of shipment except if Products are stored at Customer's request for more than 30 days beyond completion of their manufacture, in which case invoices will be dated as of the date of product completion. Equipment Solutions shall have the right to charge interest at the lesser of 18% per annum or the amount permitted by applicable law if any sum is not paid by the due date, and delinquent payment may delay subsequent scheduled deliveries until all delinquent payments and interest are paid. Equipment Solutions shall be entitled to collect from Customer all expenses of collection, including attorneys' fees.
- 5. Shipment, Packing, Risk of Loss.** Terms shall be F.O.B. Equipment Solutions' premises, Sunnyvale, California, for common carrier. Customer shall bear all risk of loss or damage upon delivery of Products to carrier at point of shipment, California. Customer may request PP&A for shipping, in which case Equipment Solutions will use FedEx, unless otherwise set forth in the Order Acceptance, and will insure the shipment for the full value of the Products. Customer may avoid the cost of insurance by providing Equipment Solutions with a written waiver, thereby accepting responsibility for delivery, or by providing Equipment Solutions with Customer's Shipping Account Number, thereby accepting responsibility for delivery, with or without requesting additional insurance. Equipment Solutions shall package and pack the Products in conformance with good commercial practice. Equipment Solutions may elect to make partial shipments.
- 6. Delivery.** Dates for shipment and delivery of Products in any Purchase Order or Order Acceptance are Equipment Solution's good faith estimates of when the Products will be delivered, and are based on Equipment Solutions current operations and anticipated manufacturing and supplier scheduling. Customer understands that schedules for execution of the Purchase Order are subject to receipt by Equipment Solutions of the executed Order Acceptance and any other Customer materials necessary for execution. Procurement, manufacture, shipment and delivery, will be adjusted by the number of days Customer delays in returning the signed Order Acceptance to Equipment Solutions. Failure to meet the estimated delivery date specified in the Purchase Order or Order Acceptance shall not constitute cause for either cancellation of the Purchase Order, or give rise to liability on the part of Equipment Solutions. In no event shall Equipment Solutions be liable for any delay in the execution of Purchase Orders, or in the delivery or shipment of Products, or for any damages suffered by Customer when such delay is directly or indirectly caused by, or in any manner arises from, fires, floods, earthquakes, accidents, acts of God, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays or any other cause or causes beyond its control.
- 7. Customer Cancellations and Change Orders.** Except as provided herein, accepted Purchase Orders may be cancelled or changed only with Equipment Solutions' written consent and upon terms that will indemnify Equipment Solutions against all losses, costs and damages it sustains directly or indirectly related to the cancellation or change. Customer may not cancel or modify any orders specially manufactured for Customer. If Customer desires to change the estimated delivery schedule, and if Equipment Solutions agrees to such change in writing, then the Customer shall be responsible for any increased costs incurred by Equipment Solutions that are caused directly by such change. If Equipment Solutions repeatedly fails to deliver all or any part of the goods in accordance with the agreed upon delivery schedule and fails to implement corrective actions to remedy such delivery delays that are reasonably acceptable to Customer, then Customer may, in its sole discretion, cancel the Purchase Order with respect to any goods not yet delivered to and accepted by Customer. In the event of any such cancellation, Customer's sole liability to Equipment Solutions shall be limited to payment for units delivered to and accepted by Customer at the time of Equipment Solutions' receipt of the notice of cancellation. With respect to the portion of the Purchase Order not

8. Equipment Solutions' Cancellation. If Customer defaults in the payment of any sum due Equipment Solutions or commits any other breach of any of these Terms & Conditions; if Customer ceases to conduct its operations in the normal course of business or is unable to meet its obligations as they mature; if any proceeding under any bankruptcy or insolvency is brought against or by Customer, or if Customer makes an assignment for the benefit of its creditors; or if there is a material change in the ownership or financial condition of Customer which Equipment Solutions reasonably believes could adversely affect Customer's ability to perform its obligations hereunder, then Equipment Solutions may, without liability and without any prejudice to any other rights it may have, whether under contract or at law or equity, decline to ship products, and may immediately terminate manufacture or suspend shipment of any order or portion thereof.

9. Limited Warranty; Disclaimer. Equipment Solutions warrants for a period of 1 year following the date of Product delivery to Customer that the Product shall conform to the specifications, drawings or other written descriptions contained in the Purchase Order accepted by Equipment Solutions and shall be free from defects in material, manufacture and workmanship. This limited warranty applies to, and may be relied upon only by, the initial purchaser. Customer's sole remedy, and Equipment Solutions' exclusive liability for a breach of this limited warranty, shall be, at Equipment Solutions' option, the repair or replacement of the defective or nonconforming Product or part thereof or a refund of the price paid by Customer for such defective or nonconforming Product or part thereof. This limited warranty does not cover normal wear and tear and shall not apply to any Product which has been damaged, abused, misused or modified, or has been altered or repaired by any party other than an authorized representative of Equipment Solutions.

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT) AND ALL OTHER SELLER OBLIGATIONS OR LIABILITIES. THE FOREGOING CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AT LAW OR AT EQUITY FOR EQUIPMENT SOLUTIONS FURNISHING DEFECTIVE OR NONCONFORMING PRODUCTS.

10. Acceptance of Products. If, upon receipt by Customer, Products are defective or do not conform to agreed upon specifications, drawings or other descriptions contained in the Purchase Order accepted by Equipment Solutions, Customer must deliver to Equipment Solutions a written claim within 14 business days after the date of delivery. Failure to provide a written claim to Equipment Solutions within such period shall be deemed acceptance of the Products by Customer. Promptly after timely receipt of a written claim for defective or nonconforming Products, Customer may return the Products to Equipment Solutions, at its own expense. If Equipment Solutions determines that the Product is defective or nonconforming, Equipment Solutions will repair or replace the Product, or refund to Customer the purchase price for the Product. If Equipment Solutions determines that a Product is defective or nonconforming, Equipment Solutions shall bear the return costs. Whether Products are returned, repaired, or replaced, or whether a refund is issued, is within Equipment Solutions' full and complete discretion, subject to the limited warranty set forth above.

11. Limitation of Liability. Except for breaches of the provisions in the sections captioned Confidentiality, Restrictions on Use, and Ownership of ESI Technology in these Terms & Conditions, in no event shall either Party be liable to the other for any special, incidental or consequential damages for breach of or failure to perform under the purchase order, whether based upon warranty, contract, tort, strict liability or otherwise, even if that Party has been advised of the possibility of such damages or any remedy fails of its essential purpose. Notwithstanding any provision to the contrary in these Terms & Conditions, the maximum liability of either Party under these Terms & Conditions shall not exceed two-times the amount invoiced for Products in the preceding one-year period, except that with respect to claims for any and all types of damages arising out of breaches of the provisions in the sections captioned Confidentiality, Restrictions on Use, and Ownership of ESI Technology in these Terms & Conditions liability shall be unlimited.

12. Indemnification. Each Party (each, an "**Indemnifying Party**") will indemnify, defend and hold harmless (including paying reasonable attorneys' fees) the other Party (each, an "**Indemnified Party**") and permitted assigns, and each of their respective employees, agents and customers, against any and all losses, damages or liabilities arising out of any demand, claim, action, litigation or judgment of any third party (each, a "**Claim**") alleging negligence or willfully wrongful, wanton or reckless conduct by the Indemnifying Party and that results in death or bodily injury or damage to real or tangible personal property. Customer will indemnify, defend and hold harmless (including paying reasonable attorneys' fees) Equipment Solutions and its permitted assigns, and each of their respective employees, agents and customers against any Claims involving infringement or alleged infringement or misappropriation of any third party's trade secrets, proprietary information, trademark, copyright or patent rights in connection with Equipment Solution's manufacture and assembly of any Product furnished hereunder to Customer's specification or otherwise to the extent such claims relate to (i) Customer's specifications, (ii) modification of the Product after receipt from Equipment Solutions without Equipment Solutions' authorization, (iii) combination with other hardware, software or other systems, or (iv) use of the Product in a manner not expressly contemplated by the parties in the Purchase Order or in Equipment Solutions' documentation accompanying the Product.

13. Confidential Information. "**Confidential Information**" shall mean any and all technical and non-technical information of Equipment Solutions or Customer (each, a "**Disclosing Party**"), including, with respect to Equipment Solutions, all ESI Technology, and with respect to either Disclosing Party, such Party's (i) information related to its current, future and proposed products and services, (iii) business figures, techniques and technologies, strategic plans and budgets, investments, customers and sales objectives; (iv) financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans and information; and (v) proprietary or confidential information of any third party who may disclose such information to a Receiving Party in the course of such Party's business. "**Receiving Party**" shall mean either Equipment Solutions or Customer when and to the extent either such Party receives Confidential Information of the other Party. Such information disclosed to, received by, or observed by a Receiving Party will be considered Confidential Information of the Disclosing Party if the Disclosing Party treats such information as confidential, and/or if the information does or could reasonably be considered to have economic value, actual or potential, from not being generally known to others. Receiving Party shall not disclose any such Confidential Information other than to its employees and agents who have a need to know such information, who are informed of the confidential nature of such information, and who are bound by confidentiality obligations to the Receiving Party which are at least as protective of the Confidential Information as the confidentiality obligations in these Terms & Conditions. Each Party agrees that it will make no more copies of Confidential Information than are necessary to perform its obligations under the Purchase Order and these Terms & Conditions. The

Receiving Party shall promptly destroy all such Confidential Information when such Confidential Information is no longer needed for the Receiving Party to perform its obligations. Upon request of the Disclosing Party, the Receiving Party will certify in writing that all Confidential Information has been returned or destroyed. The Receiving Party may retain one copy of such Confidential Information solely for archival legal purposes.

14. Ownership of ESI Technology. Customer acknowledges that proprietary technology and intellectual property developed by or for Equipment Solutions, including, but not limited to trade secrets, know-how, specifications, software, hardware, mechanical detail configurations, mechanical structure, dimensions, schematics, designs, drawings, documentation and other information relating to the Products and the manufacture thereof; inspection, manufacturing, test and quality control procedures and any other work processes; and jigs, fixtures and tooling designs, proprietary technology and intellectual property ("**ESI Technology**") may be embodied in or used in the production of the Products. Except for any non-exclusive license expressly granted to Customer under Permitted Use below, if any, as between Equipment Solutions and Customer, the entire right, title and interest in and to the ESI Technology shall remain with Equipment Solutions. Equipment Solutions retains exclusive ownership of all of the ESI Technology. In the event that Customer provides comments, suggestions or other feedback regarding the Products or any ESI Technology ("**Feedback**"), all such Feedback shall be the sole property of Equipment Solutions, and Equipment Solutions shall be free to use, disclose, reproduce, license or otherwise exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

15. Restrictions on Use. In no event shall the Product or ESI Technology be transferred, sold or assigned by Customer on a stand-alone basis or used in connection with any device or component other than the bundled products specified in the "Permitted Use" field on the Order Acceptance. Customer shall not, without Equipment Solution's prior written consent: (a) alter, modify, translate or adapt any Products (including any ESI Technology integrated therein or used in the manufacture thereof), or create any derivative works based on the ESI Technology or the Product; or (b) copy or reverse engineer any part of the ESI Technology or the Product, or otherwise attempt to derive the source code of any software, electronics, schematics and mechanical detailed configurations, dimensions, materials or any other part of the Product or ESI Technology or attempt to separate the software or any other ESI Technology from any Product. If a "Permitted Use" is entered on the Order Acceptance, subject to all the terms and limitations of these Terms & Conditions, Customer may use the Product and the ESI Technology embodied therein solely for such Permitted Use.

16. Governing Law. Any contract between the parties shall be construed and governed in accordance with the laws of California, without regard to its conflict of law provisions. The rights and obligations of the Parties under this Agreement shall not be governed by the provisions of the U.N. Convention on Contracts for the International Sale of Goods. The Parties irrevocably submit to the exclusive jurisdiction of, and waive any venue objections against, the California state courts and federal courts sitting in Santa Clara, California.

17. Attorney Fees. The prevailing party shall be awarded its reasonable attorneys' fees and costs incurred in any dispute arising out of or related to this Agreement, whether or not suit is commenced.

18. Legal Compliance. Equipment Solutions and Customer shall comply at all times with all applicable federal, state, and local laws and regulations and any other jurisdiction. The Products may be subject to export license control by the U.S. Government including, but not limited to, the U.S. Export Administrations Regulations (EARs). Customer warrants that it will comply with all applicable export, re-export and foreign policy controls and will take the necessary actions and precautions to ensure that its customers do not contravene such laws or regulations. Customer agrees not to export, re-export or transship directly or indirectly, product, ESI Technology, or Equipment Solution's technical data to any country restricted by the U.S. Government, except as authorized by the appropriate U.S. governmental agencies. Customer may be subject to penalties for transacting business involving product, or Equipment Solutions' technical information with any customers that it knows or has reason to know are subject to denial of U.S. Export privileges, or engages, directly or indirectly, in prohibited nuclear, chemical, biological or missile technologies.

19. No Assignment. Neither this Agreement nor any right, license, privilege or obligation provided herein may be assigned, transferred, shared or delegated by either Party without the other Party's prior written consent.

20. Amendment. The Agreement may not be amended, modified, and supplemented except by a written instrument signed by the Parties expressly stating that such instrument is intended to amend, modify or supplement the Agreement.

21. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

22. Errors. Any stenographic or clerical errors contained on the face hereof are subject to correction by Customer.