

Sold-To Party

Howard Hughes Medical Institute
 HHMI/Accounts Payable
 4000 Jones Bridge Road
 20815-6789, Chevy Chase, MD, USA

Ship-To Party

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 4000 Jones Bridge Road
 20815-6789, Chevy Chase, MD, USA

Information

Document No: 20005017
Document Date: 15-JAN-2016
Purchase Order Number:
Purchase Order Date:
Sales Rep: Chris Lam

Customer No: 2000037
Terms of Payment: Needs Payment

Shipping Method: Fedex IP
Tax/VAT ID:

Item	Material	Quantity	Unit Price	Ext Price
10	FL3-U3-13E4M-C RoHS 1.3 MP B&W Flea3 USB 3.0 Camera, 1/1.8 CMOS, C-Mount [CE]	2 EA	695.00 USD	1,390.00 USD
			Subtotal:	1,390.00 USD
			Freight:	50.00 USD
			Tax:	0.00 USD
			Total:	1,440.00 USD

Terms and Conditions

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS ANY LIMITATIONS AND EXCLUSIONS THAT MAY WELL APPLY TO YOU.

These Terms and Conditions contain the terms and conditions upon which Point Grey Research, Inc., its affiliates and representatives ("PGR") make all sales of hardware and software ("Product" or "Products") with Purchasers ("Purchaser"). These Terms and Conditions are subject to change at any time.

1. ACCEPTANCE - Purchaser's acceptance of and agreement to be bound by these Terms and Conditions are indicated by, but not limited to, any one of the following:

- a) Purchaser placing an order for Products;
- b) Purchaser's acceptance of any shipment or any part of the items specified for delivery;
- c) Purchaser's acceptance of a PGR sales quotation;
- d) Purchaser's written acknowledgement hereof;
- e) Payment by Purchaser of any amount of Product price, invoice or pro-forma invoice; or
- f) Any other offer or expression of acceptance by Purchaser.

All orders are subject to acceptance by PGR.

Notwithstanding any contractual terms accompanying the Purchaser's order or otherwise provided by the Purchaser, the Terms and Conditions herein shall be the only terms and conditions applicable to this agreement.

2. PRICING AND SALES QUOTATION - Prices do not include applicable sales, use, excise, or similar taxes unless specifically noted. Prices on sales quotations are valid for the period stated on the quotation. Prices are subject to change at any time.

3. PAYMENT - Terms of payment are at PGR's sole discretion and are agreed to when an order is placed. All payments are to be made in U.S. funds unless otherwise agreed.

PGR has sole discretion in extending credit to purchaser. If credit is extended, Purchaser will be invoiced once Product has been shipped. Purchaser shall pay each invoice no later than thirty (30) days (unless otherwise specified in writing by PGR) from the date of invoice. Interest shall accrue on overdue amounts at the rate of 1.5% per month (18% per year). If no credit is extended, PGR will require full or partial payment in advance. Payment may be made by credit card at the discretion of PGR.

4. TAXES - Purchaser shall pay all applicable sales, use, excise, or similar taxes where and when applicable unless Purchaser provides PGR with an exemption certificate acceptable to the relevant taxing authority.

5. TITLE AND DELIVERY - Except for shipment of Product using FedEx International Priority Distribution service, title to Product passes from PGR to Purchaser upon pickup by courier according to section 6 (Shipping). Title to all software shall remain with the licensor. PGR can ship products up to 5 business days in advance of confirmed ship date.

Delivery dates are approximate. PGR shall use reasonable efforts to fill all orders according to the shipment schedule provided by PGR at the time of the acceptance of the order. In no event shall PGR guarantee shipment according to such delivery schedule or be liable for damages due to delays in the delivery, including delays arising from export restrictions or out of stock items. Purchaser shall bear the cost of obtaining all necessary export permits or licenses. Unless otherwise agreed in writing, PGR may make partial shipments and the terms and conditions herein shall apply separately for each shipment.

6. SHIPPING - All prices quoted (including repairs, part and goods) are C.P.T (Carriage Paid To) from PGR's facilities. If Purchaser chooses to bear the cost of shipment, all prices quoted (including repairs, part and goods) are F.C.A. (Free Carrier) from PGR's facilities. All responsibility for risk of loss or damage shall pass to Purchaser upon delivery of Product to carrier. Shipments from PGR are not insured.

Notwithstanding the forgoing, if the Purchaser is located in The European Union or the United States, PGR's default shipping method is FedEx International Priority Distribution service, and all prices quoted (including repairs, part and goods) are D.D.P. (Delivered Duty Paid), with the exception of freight charges, to Purchaser's location.

7. ASSIGNMENT AND RESALE - Purchaser shall not assign an order, or any interest therein, or any rights hereunder without the prior written consent of PGR. Purchaser agrees that all Products are for its own use and not for commercial resale unless with the express written consent of PGR.

8. RETURN AND EXCHANGE - All Product returns require a Return Merchandise Authorization (RMA) number issued by PGR. Please contact PGR to receive RMA number at support@ptgrey.com. All returned Product shipments without an RMA number will be refused by PGR and a refund will not be issued.

Returns and exchanges are subject to the following:

- a) Products must be returned within 30 days of purchase.
- b) Only products purchased at regular list price may be returned.
- c) Only orders of 4 items or less may be returned.
- d) Purchaser will be charged a 15% restocking fee for any return.
- e) The following Products may not be returned or exchanged:

- i. Custom Products;
- ii. Board level cameras; and
- iii. Ladybug Products.
- f) All returned Products are subject to inspection by PGR. PGR will only accept Products returned in original condition. PGR will return to Purchaser any Products displaying any misuse or damage or otherwise not in original condition.
- g) Products must be returned in the original manufacturer's packaging. Products should be packaged for shipping in a separate shipping container with the RMA number clearly marked on the shipping container.
- h) Purchaser is responsible for all shipping costs on returns for any reason; original shipping charges will not be refunded.
- i) If payable, PGR will issue refunds in the same form as Purchaser's original payment for the Products.

PGR has sole discretion for returns, credit, replacement, exchange, repair or remedy of deficiencies.

9. GOVERNING LAW - All sales shall be governed by and construed in accordance with the laws of the province of British Columbia, Canada, including the applicable federal laws of Canada, but excluding that body of law applicable to choice of law. The United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such convention, if otherwise applicable, shall not apply to any order or sale. Purchaser consents and attorns to the jurisdiction of the courts of British Columbia for any suit, action or proceeding arising out of the Terms and Conditions.

10. WARRANTIES - All Products have a one (1), two (2) or three (3) year limited warranty for parts and labour on material and manufacturing defects, and a corresponding period of telephone and e-mail technical support; specific warranty periods can be found at <http://www.ptgrey.com/support/kb/index.asp?a=4&q=136>. Warranty only applies to original Purchaser. PGR will at its option either repair or replace the damaged unit. PGR does not warrant compatibility of Products with non-PGR products. Warranty is void if any proprietary labeling is removed. Repaired or replaced Products are covered for the remainder of the original Product warranty period or 90 Days whichever period is longer.

PGR shall not be responsible for any defect in the Products due to physical damage to the Products as a result of improper handling during or after shipment, misuse, neglect, improper installation or operation (including but not limited to radioactive or other dangerous environments), repair, alteration, accident or for any other cause not attributable to defective workmanship on the part of PGR.

PGR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. REPAIR - Repair service may be requested via support@ptgrey.com. Products may be returned for repairs up to 7 years after their purchase date. The purchaser will pay any repair fees assessed by PGR for products that are not covered by the Warranty described in item 10 above. Repaired products will have a Hardware Warranty period of 90 days from the date of shipment. PGR may, at its discretion, exclude from this repair policy any Products that:

- a) Have been, or show any signs of being, misused, damaged or modified by Purchaser; or
- b) Are beyond reasonable reparability.

12. LIMITATION OF LIABILITY - IN NO EVENT SHALL PGR OR ITS REPRESENTATIVES BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA) RESULTING FROM PERFORMANCE OR FAILURE TO PERFORM UNDER THESE TERMS AND CONDITIONS, OR FROM THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCT OR SERVICE SOLD PURSUANT HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PGR'S LIABILITY WILL NEVER EXCEED THE TOTAL PRICE PAID BY PURCHASER HEREUNDER. PGR SHALL HAVE NO LIABILITY FOR ANY INDIRECT OR PUNITIVE DAMAGES OR FOR ANY CLAIM BY A THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN.

13. WAIVER - Failure of PGR to insist upon strict performance of any provisions hereof shall not be deemed a waiver of its rights and remedies.

14. MODIFICATIONS AND AMENDMENTS - No amendment, modification or substitution to this agreement, including by the use of additional documentation, is valid or binding on any party unless it is in writing and signed by all parties hereto.

15. SEVERABILITY - In the event that any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of these Terms and Conditions shall remain in full force and effect and be construed to best effectuate the intention of the parties hereto.

16. FORCE MAJEURE - PGR shall not be liable for any delay or failure in performance, including delay or non-shipment, caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, delayed issuance of export licenses, embargoes, strikes, labour difficulties, equipment failures, or any other causes beyond the control of PGR.

17. HEADINGS - The section headings used herein are for convenience of reference only and shall not affect the construction or interpretation of these Terms and Conditions.

18. ENTIRE AGREEMENT - These Terms and Conditions constitute the entire agreement between PGR and Purchaser with respect to the purchase of Products. THESE TERMS AND CONDITIONS ARE INTENDED TO SUPPLEMENT, BUT ARE EXPRESSLY SUBORDINATE AND SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN ALL APPLICABLE SOFTWARE LICENSE AGREEMENTS AS WELL AS TO ANY LICENSE, DEVELOPMENT, SUPPORT, BETA TEST, EVALUATION AND DISTRIBUTION AGREEMENT, OR ANY OTHER WRITTEN SALES AGREEMENT ("THE AGREEMENTS") PREVIOUSLY OR SUBSEQUENTLY ENTERED INTO BETWEEN THE PURCHASER AND PGR. THE AGREEMENTS SHALL SUPERCEDE ANY INCONSISTENT PROVISIONS IN THESE TERMS AND CONDITIONS IN RESPECT OF THE SPECIFIC PRODUCTS TO WHICH THEY RELATE WHILE THE AGREEMENTS ARE SUBSISTING. Any terms and conditions contained in or attached to purchase orders submitted by Purchaser do not form part of The Agreements, and any such terms and conditions are hereby expressly rejected by PGR.