



QuSpin, Inc.

331 South 104th St, Suite 130
Louisville, CO 80027
USA

Voice: 303-325-7733

QUOTATION

Quote Number: 921

Quote Date: May 20, 2022

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Quoted To:
Attn: Dr. André Wiermann Observatório Nacional / MCTI Rua General José Cristino, 77 Rio de Janeiro - RJ / BRAZIL CEP: 20921-400

Customer ID	Good Thru	Payment Terms	Sales Rep
OBSE02	6/30/22	Prepaid	VS

Quantity	Item	Description	Unit Price USD	Amount USD
2.00	QTFM-B	QTFM-B: Low-Sensitivity, compact, total-field rubidium magnetometer with sensitivity more than 20pT/sqrt(Hz) in the 0.1 to 100 Hz band.	10,000.00	20,000.00
1.00	QZFM (Gen-3.0)	Gen-3.0 tri-axial QZFM sensor Delivery: Within 3-4 weeks from ARO and upon receipt of advance payment. Ex-Works shipping terms Package Size: 10x10x12 inches Package Weight: 9-10 lbs Note: Customs and export fees not included.	11,250.00	11,250.00
			Subtotal	31,250.00
			Sales Tax	
			TOTAL USD	31,250.00



TERMS AND CONDITIONS

1. **ACCEPTANCE.** THE TERMS OF SALE CONTAINED HEREIN APPLY TO ALL QUOTATIONS MADE AND PURCHASE ORDERS ENTERED INTO BY THE SELLER. SOME OF THE TERMS SET OUT HERE MAY DIFFER FROM THOSE IN BUYER'S PURCHASE ORDER AND SOME MAY BE NEW. ALL QUOTATIONS MADE AND PURCHASE ORDERS ENTERED INTO BY SELLER ARE CONDITIONAL ON BUYER'S ASSENT TO THE TERMS SET OUT HEREIN IN LIEU OF THOSE IN BUYER'S PURCHASE ORDER. SELLER'S FAILURE TO OBJECT TO PROVISIONS CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN. ANY CHANGES IN THE TERMS CONTAINED HEREIN MUST SPECIFICALLY BE AGREED TO IN WRITING BY AN OFFICER OF THE SELLER BEFORE BECOMING BINDING ON EITHER THE SELLER OR THE BUYER. All orders or contracts must be approved and accepted by the Seller at its home office. These terms shall be applicable whether or not they are attached to or enclosed with the products to be sold or sold hereunder. Prices for the items called for hereby are not subject to audit. All product shipments are deemed to be accepted upon delivery.
2. **PRICES.** Except as otherwise agreed by the parties, all billings for products and services will be at the price originally quoted. Seller shall have the right to increase the prices contained herein by an amount equal to any additional duty, tariff, tax, or other charge imposed as a result of any action by the U.S. Government, any state or local government, or any agent or agency thereof. Unless otherwise agreed upon in writing or required by law, all prices will be quoted and billed exclusive of federal, state and local excise, sales and similar taxes. Such taxes, when applicable, will appear as additional items on invoices. If an exemption from such taxes is claimed, Buyer must provide a certificate of exemption at the time the purchase order is submitted to Seller.
3. **TERMS OF PAYMENT.** Unless otherwise agreed, terms are prepaid and due upon receipt of the invoice, subject to approval by Seller of amount and terms of credit. The Seller reserves the right to require payment in advance or C.O.D. and otherwise to modify credit terms. When partial shipments are made, payment shall become due in accordance with the designated terms upon submission of invoices. Seller reserves the right to add a monthly service charge allowed by law. Seller may, at Seller's sole discretion and as set forth in writing, accept partial payment in an amount less than the full amount of any invoice, but such acceptance shall not constitute a waiver of Seller's right to collect the balance or accord and satisfaction, notwithstanding Seller's endorsement of a check or other instrument.

If in the judgment of Seller, the financial condition of Buyer at any time does not justify continuance of production or shipment on the terms of payment originally specified, Seller may stop production and charge Buyer an appropriate cancellation fee and/or require full or partial payment in advance; and in the event of the bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding without waiving its claim for damage or other remedies. Each shipment hereunder shall be a separate and independent transaction and shall be invoiced separately and Buyer shall pay for each shipment separately and as invoiced. If shipments are delayed by Buyer without Seller's prior written consent, payments shall become due on the date when Seller is prepared to make shipment. Products held for Buyer shall be at the risk and expense of Buyer.
4. **TITLE AND DELIVERY.** Unless otherwise instructed in writing, Seller shall ship by the method which it deems most advantageous. Transportation will be collected, or if prepaid, will be subsequently billed to Buyer. Title shall pass to Buyer and Seller's liability as to delivery shall cease on the delivery of products to a carrier at Seller's or its subcontractor's facility, regardless of any provisions for payment of freight or insurance or the form of shipping documents. Risk of loss or damage in transit will rest with Buyer. All claims for loss or damage must be filed with the carrier. Claims against Seller for shortages occurring before delivery to the carrier shall be waived unless made within fifteen (15) days after delivery of the shipment to Buyer. Notwithstanding any instruction from the Buyer, Seller shall have no obligation to ship via a carrier which does not comply with applicable U.S. law.
5. **CONTINGENCIES.** All shipping dates and quantities are approximate. Seller will use reasonable efforts to fill all orders according to the agreed schedule and quantity. Seller shall not be responsible for any failure to perform resulting from unforeseen circumstances or causes beyond Seller's reasonable control. Examples of such causes include, but are not limited to, strikes, fires, floods, labor disputes, accidents, inability to obtain materials or supplies, excessive demand for products over the available supply, customs duties or surcharges, any interruption for any reason in the manufacture of products by Seller's suppliers, any act of God, or the action of any government. In the event of any delay caused by such contingency, the date of delivery shall, at the request of the Seller, be deferred for a period of time equal to the period of the delay. Where only part of Seller's capacity to perform is excused under this condition, Seller shall attempt to allocate deliveries among its various customers in a commercially fair and reasonable manner. Where such allocation has been made, reasonable notice of the estimated quota available to Buyer will be given.
6. **PATENTS.** With respect to products manufactured solely to Seller's design and specifications, Seller shall defend any suit or proceeding brought against Buyer (subject, however, to the limitation contained in the second succeeding sentence) so far as based on a claim that any such products or any parts thereof furnished hereunder constitute an infringement of any United States copyright, United States patent, or United States mask work rights, if notified promptly of such claim in writing and given authority, information and assistance in the defense of same, and Seller shall pay all damages and costs awarded therein against Buyer. Seller assumes no liability, consequential or otherwise, for, and Buyer agrees to hold Seller harmless against infringement of patent claims covering completed equipment or any assembly, circuit, combination, method or process in which any products may be used. Notwithstanding anything to the contrary contained herein, in no event shall Seller's total liability to Buyer under or as a result of compliance with the provisions of this paragraph exceed the aggregate sum paid to Seller by Buyer for the purchase of the allegedly infringing products or parts. Buyer shall indemnify, defend and hold Seller harmless against all expenses, damages, costs or losses resulting from any suit or proceeding brought against Seller for infringement of copyright, patent, trademarks or other intellectual property rights or for unfair competition arising from compliance with Buyer's design, specifications, or instructions. THE FOREGOING STATES THE ENTIRE LIABILITY OF SELLER AND THE EXCLUSIVE REMEDY OF BUYER WITH RESPECT TO ANY ALLEGED COPYRIGHT, PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT BY SUCH PRODUCTS OR PARTS. NO COSTS OR EXPENSES UNDER THIS PARAGRAPH SHALL, IN ANY EVENT, BE INCURRED FOR THE ACCOUNT OF SELLER WITHOUT ITS PRIOR WRITTEN CONSENT.

Sale of products or any part thereof does not convey to Buyer any license, express or by implication, estoppel or otherwise, under any patent or patent claim with respect to which Seller can grant licenses covering completed equipment, or any assembly, circuit, combination, method or process in which any such products are used as components (notwithstanding the fact that such products may have been designed for use in or may only be useful in such patented equipment, assembly circuit, combination, method or process, and that such products may have been purchased and sold for such use). Seller expressly reserves all rights under such patent or patent claim.
7. **WARRANTY AND SOLE REMEDY.** For the applicable warranty period specified below, Seller warrants that the products to be delivered hereunder will be free from defects in materials and workmanship under normal use and service and will comply with the data sheet. Deviations from specifications which do not materially affect the performance of the products covered hereby shall not be deemed to constitute defects of material or workmanship or failure to comply with the specifications referred to herein. The obligations of Seller under this warranty are limited to replacing, repairing or giving credit for, at its option, any of said products which shall, within the warranty period, be returned as provided herein to the Seller, transportation charges prepaid and which are, after examination, disclosed to the satisfaction of Seller to be thus defective. BUYER ACKNOWLEDGES AND AGREES THAT THE



PROVISIONS OF THIS WARRANTY CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO IT WITH REGARD TO SAID DEFECTIVE PRODUCTS. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION, ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, ALL GUARANTIES AND ALL REPRESENTATIONS AS TO PERFORMANCE, INCLUDING ALL WARRANTIES WHICH, BUT FOR THIS PROVISION, MIGHT ARISE FROM COURSE OF DEALING OR CUSTOM OF TRADE AND INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS FURNISHED BY SELLER HEREUNDER ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED BY SELLER. No agent, employee or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty relating to the products other than as specifically provided herein.

The warranty provided for herein is subject to the following conditions:

- a. If product becomes defective during the warranty period, Buyer shall notify Seller promptly in writing of any claims.
 - b. If Seller advises Buyer to return the product for repair or replacement, Buyer will follow Seller's Material Return Authorization procedures.
 - c. If product alleged by Buyer to be defective or returned to Seller for repair as provided in this Section is either (i) not under warranty, or (ii) determined by Seller not to be defective or (iii) defective due to any cause or condition not covered under the warranty provided herein, Buyer agrees to reimburse Seller for all reasonable expenses incurred in the shipping, handling, and inspection of such product.
 - d. Products will be accepted by Seller for warranty claim verification only when returned by Buyer in a condition which allows for suitable testing by Seller.
 - e. When more than one type of product is returned, the products must be properly packaged for such return and segregated by product type.
 - f. Seller shall reimburse Buyer for shipping charges to the extent of the percent of the total returns that are found by Seller to be defective as specified herein.
 - g. In no event shall Seller be liable for any defective products if examination discloses that the defective condition of such products was caused by misuse, abuse, improper installation or application, improper maintenance or repair, assembly by other than Seller, alteration, accident or negligence in use, storage, transportation or handling.
 - h. Any returned products electrically or mechanically destroyed by Buyer will not be covered by this warranty, and will not be returned to Buyer, but will be scrapped by Seller.
 - i. This warranty shall exist for a period of twelve (12) months after the date of shipment.
 - j. All prototypes and engineering samples are provided "AS IS" and Seller makes no representations or warranties, express, statutory or implied, with respect to any such products, including but not limited to warranties of merchantability, fitness for a particular purpose, title or noninfringement of intellectual property rights.
8. **PRODUCT DISCONTINUANCE.** Seller reserves the right to discontinue production of any product upon reasonable notice except for that quantity of product for which Seller has received and acknowledged a purchase order from Buyer and has scheduled such product for shipment within six (6) months of the date of such acknowledgment.
9. **CANCELLATION OF BUYER.** Orders for standard products may be canceled at no charge on sixty-one calendar days prior written a notice to Seller. The charge for cancellations received thirty (30) calendar days or less prior to initially acknowledge scheduled shipping date shall be one hundred percent (100%) of the applicable unit price. The charge for cancellation received between thirty-one (31) and sixty (60) calendar days before the initially acknowledged scheduled ship date shall be fifty percent (50%) of the applicable unit price. Orders for products which are not listed in Seller's current catalogue (including, but not limited to, semi-custom products, or other products which have special markings or which have received special testing or which are specially programmed for Buyer) may not be canceled except under the provisions of a prior written agreement between Buyer and Seller which sets forth the cancellation charges to be paid by Buyer in the event of such cancellation. If the above prior written agreement is not in place, the charges will be one hundred percent (100%).
10. **PROPERTY RIGHTS.** The manufacture by Seller of a product for Buyer shall not be deemed to produce a work made for hire and shall not give to Buyer any copyright interest in the product or any interest in all or any portion of the mask works relating to the product. All such rights shall remain the property of Seller.
11. **SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES.** Independently of any other limitation hereof and regardless of whether the purpose of such limitation is served, it is agreed that in no event shall seller be liable for special, incidental, consequential or indirect damages.
12. **ASSIGNMENT.** The Buyer shall not assign this order or any interest therein or any rights thereunder without the prior written consent of Seller.
13. **TOOLS, ETC.** Unless otherwise expressly agreed, Seller shall retain title to and possession of any models, drawings, composites, patterns, dies, molds, masks, working plates, schematics, breadboards, jigs, fixtures and tools made for or obtained for the furnishing of products hereunder. In any event, tools, dies, and other equipment furnished to Seller shall be at Buyer's risk and expense.
14. **EXPORT LICENSE.** Buyer will comply with all applicable export and import control laws and regulations in its use of the products, and will not export or re-export the products or any technical data pertaining to the products without all required U.S. and foreign government licenses. Buyer shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export of products from the U.S. Resale of the product to an end user outside of the United States is prohibited without manufacturer's consent due to export restriction laws.
15. **ULTRA-HAZARDOUS USES.** Buyer hereby covenants and agrees that it will not utilize Seller's products in conjunction with any medical implantation or other direct life support applications where malfunction may result in injury, harm or death to persons, or used in conjunction with aviation, nuclear materials or other ultra-hazardous activities (collectively, "Ultra-hazardous Uses"). Buyer shall defend and hold harmless Seller from and against any and all suits, proceedings, demands, claims, actions or causes of action, assessments, losses, liabilities, costs and expenses, including, without limitation, penalties and reasonable attorneys' fees and expenses, asserted against, relating to, imposed upon or incurred by Seller by reason of Buyer's uses of Seller's products in conjunction with Ultra-hazardous Uses.
16. **LOCAL CURRENCY.** Any order placed hereunder is, and payment for such order will be, in U.S. Dollars.
17. **CONFIDENTIAL INFORMATION.** Seller shall have no obligation to hold any information received by Buyer hereunder in confidence unless such information is covered by a separately negotiated Non-Disclosure Agreement which is reduced to writing and signed by both parties.
18. **GOVERNING LAW: SEVERABILITY.** Any provisions hereof which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdictions, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
19. **CHOICE OF LAW AND VENUE.** The construction, interpretation, and performance of this Agreement shall be governed by the substantive laws of the State of Colorado. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The parties hereby irrevocably submit to the jurisdiction of the state courts in Colorado or the federal courts in the Boulder District of Colorado.
20. **MODIFICATIONS.** A waiver by Seller of any default or of any of the terms and conditions of sale shall not be deemed to be a continuing waiver of any other default or of any other of these terms and conditions of sale, but shall apply solely to the instance to which the waiver is directed.
21. **U.S. GOVERNMENT END USERS.** Any software or firmware included with the products is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the products, software, and firmware with only those rights set forth therein.



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QUOTATION

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Rio de Janeiro - RJ / BRAZIL
CEP: 20921-400

Customer ID	Good Thru	Payment Terms	Sales Rep
OBSE02	7/31/22	Prepaid	VS

Quantity	Item	Description	Unit Price USD	Amount USD
1.00		Advanced comm board	600.00	600.00
1.00		GPS module	80.00	80.00
		Delivery: Within 8-10 weeks or more from ARO and upon receipt of advance payment.		
		Ex-Works shipping terms Package Size: 10x10x6 inches Package Weight: 2 lbs		
		Note: Customs and export fees not included.		
			Subtotal	680.00
			Sales Tax	
			TOTAL USD	680.00



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If in the judgment of Seller, the financial condition of Buyer at any time does not justify continuance of production or shipment on the terms of payment originally specified, Seller may stop production and charge Buyer an appropriate cancellation fee and/or require full or partial payment in advance; and in the event of the bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding without waiving its claim for damage or other remedies. Each shipment hereunder shall be a separate and independent transaction and shall be invoiced separately and Buyer shall pay for each shipment separately and as invoiced. If shipments are delayed by Buyer without Seller's prior written consent, payments shall become due on the date when Seller is prepared to make shipment. Products held for Buyer shall be at the risk and expense of Buyer.
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Sale of products or any part thereof does not convey to Buyer any license, express or by implication, estoppel or otherwise, under any patent or patent claim with respect to which Seller can grant licenses covering completed equipment, or any assembly, circuit, combination, method or process in which any such products are used as components (notwithstanding the fact that such products may have been designed for use in or may only be useful in such patented equipment, assembly circuit, combination, method or process, and that such products may have been purchased and sold for such use). Seller expressly reserves all rights under such patent or patent claim.
7. **WARRANTY AND SOLE REMEDY.** For the applicable warranty period specified below, Seller warrants that the products to be delivered hereunder will be free from defects in materials and workmanship under normal use and service and will comply with the data sheet. Deviations from specifications which do not materially affect the performance of the products covered hereby shall not be deemed to constitute defects of material or workmanship or failure to comply with the specifications referred to herein. The obligations of Seller under this warranty are limited to replacing, repairing or giving credit for, at its option, any of said products which shall, within the warranty period, be returned as provided herein to the Seller, transportation charges prepaid and which are, after examination, disclosed to the satisfaction of Seller to be thus defective. BUYER ACKNOWLEDGES AND AGREES THAT THE



PROVISIONS OF THIS WARRANTY CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO IT WITH REGARD TO SAID DEFECTIVE PRODUCTS. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION, ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, ALL GUARANTIES AND ALL REPRESENTATIONS AS TO PERFORMANCE, INCLUDING ALL WARRANTIES WHICH, BUT FOR THIS PROVISION, MIGHT ARISE FROM COURSE OF DEALING OR CUSTOM OF TRADE AND INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS FURNISHED BY SELLER HEREUNDER ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED BY SELLER. No agent, employee or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty relating to the products other than as specifically provided herein.

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 - c. If product alleged by Buyer to be defective or returned to Seller for repair as provided in this Section is either (i) not under warranty, or (ii) determined by Seller not to be defective or (iii) defective due to any cause or condition not covered under the warranty provided herein, Buyer agrees to reimburse Seller for all reasonable expenses incurred in the shipping, handling, and inspection of such product.
 - d. Products will be accepted by Seller for warranty claim verification only when returned by Buyer in a condition which allows for suitable testing by Seller.
 - e. When more than one type of product is returned, the products must be properly packaged for such return and segregated by product type.
 - f. Seller shall reimburse Buyer for shipping charges to the extent of the percent of the total returns that are found by Seller to be defective as specified herein.
 - g. In no event shall Seller be liable for any defective products if examination discloses that the defective condition of such products was caused by misuse, abuse, improper installation or application, improper maintenance or repair, assembly by other than Seller, alteration, accident or negligence in use, storage, transportation or handling.
 - h. Any returned products electrically or mechanically destroyed by Buyer will not be covered by this warranty, and will not be returned to Buyer, but will be scrapped by Seller.
 - i. This warranty shall exist for a period of twelve (12) months after the date of shipment.
 - j. All prototypes and engineering samples are provided "AS IS" and Seller makes no representations or warranties, express, statutory or implied, with respect to any such products, including but not limited to warranties of merchantability, fitness for a particular purpose, title or noninfringement of intellectual property rights.
8. **PRODUCT DISCONTINUANCE.** Seller reserves the right to discontinue production of any product upon reasonable notice except for that quantity of product for which Seller has received and acknowledged a purchase order from Buyer and has scheduled such product for shipment within six (6) months of the date of such acknowledgment.
9. **CANCELLATION OF BUYER.** Orders for standard products may be canceled at no charge on sixty-one calendar days prior written a notice to Seller. The charge for cancellations received thirty (30) calendar days or less prior to initially acknowledge scheduled shipping date shall be one hundred percent (100%) of the applicable unit price. The charge for cancellation received between thirty-one (31) and sixty (60) calendar days before the initially acknowledged scheduled ship date shall be fifty percent (50%) of the applicable unit price. Orders for products which are not listed in Seller's current catalogue (including, but not limited to, semi-custom products, or other products which have special markings or which have received special testing or which are specially programmed for Buyer) may not be canceled except under the provisions of a prior written agreement between Buyer and Seller which sets forth the cancellation charges to be paid by Buyer in the event of such cancellation. If the above prior written agreement is not in place, the charges will be one hundred percent (100%).
10. **PROPERTY RIGHTS.** The manufacture by Seller of a product for Buyer shall not be deemed to produce a work made for hire and shall not give to Buyer any copyright interest in the product or any interest in all or any portion of the mask works relating to the product. All such rights shall remain the property of Seller.
11. **SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES.** Independently of any other limitation hereof and regardless of whether the purpose of such limitation is served, it is agreed that in no event shall seller be liable for special, incidental, consequential or indirect damages.
12. **ASSIGNMENT.** The Buyer shall not assign this order or any interest therein or any rights thereunder without the prior written consent of Seller.
13. **TOOLS, ETC.** Unless otherwise expressly agreed, Seller shall retain title to and possession of any models, drawings, composites, patterns, dies, molds, masks, working plates, schematics, breadboards, jigs, fixtures and tools made for or obtained for the furnishing of products hereunder. In any event, tools, dies, and other equipment furnished to Seller shall be at Buyer's risk and expense.
14. **EXPORT LICENSE.** Buyer will comply with all applicable export and import control laws and regulations in its use of the products, and will not export or re-export the products or any technical data pertaining to the products without all required U.S. and foreign government licenses. Buyer shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export of products from the U.S. Resale of the product to an end user outside of the United States is prohibited without manufacturer's consent due to export restriction laws.
15. **ULTRA-HAZARDOUS USES.** Buyer hereby covenants and agrees that it will not utilize Seller's products in conjunction with any medical implantation or other direct life support applications where malfunction may result in injury, harm or death to persons, or used in conjunction with aviation, nuclear materials or other ultra-hazardous activities (collectively, "Ultra-hazardous Uses"). Buyer shall defend and hold harmless Seller from and against any and all suits, proceedings, demands, claims, actions or causes of action, assessments, losses, liabilities, costs and expenses, including, without limitation, penalties and reasonable attorneys' fees and expenses, asserted against, relating to, imposed upon or incurred by Seller by reason of Buyer's uses of Seller's products in conjunction with Ultra-hazardous Uses.
16. **LOCAL CURRENCY.** Any order placed hereunder is, and payment for such order will be, in U.S. Dollars.
17. **CONFIDENTIAL INFORMATION.** Seller shall have no obligation to hold any information received by Buyer hereunder in confidence unless such information is covered by a separately negotiated Non-Disclosure Agreement which is reduced to writing and signed by both parties.
18. **GOVERNING LAW: SEVERABILITY.** Any provisions hereof which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdictions, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
19. **CHOICE OF LAW AND VENUE.** The construction, interpretation, and performance of this Agreement shall be governed by the substantive laws of the State of Colorado. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The parties hereby irrevocably submit to the jurisdiction of the state courts in Colorado or the federal courts in the Boulder District of Colorado.
20. **MODIFICATIONS.** A waiver by Seller of any default or of any of the terms and conditions of sale shall not be deemed to be a continuing waiver of any other default or of any other of these terms and conditions of sale, but shall apply solely to the instance to which the waiver is directed.
21. **U.S. GOVERNMENT END USERS.** Any software or firmware included with the products is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the products, software, and firmware with only those rights set forth therein.