



STANGENES INDUSTRIES INC.
1052 EAST MEADOW CIRCLE
PALO ALTO, CA 94303
United States of America

Ph: 650-493-0814
Fax: 650-855-9926

Quote

Number: 5082

Date: 27-Aug-19

To

JEFFERSON LAB
ATTN: PROCUREMENT (757) 269-7060
628 HOFSTADTER ROAD, SUITE 5
NEWPORT NEWS, VA 23606
United States of America

Quote To

ALBERT DECHRISTOPHER
JSA, LLC / JEFFERSON LAB
EEL BLDG
12000 JEFFERSON AVENUE
NEWPORT NEWS, VA 23606
United States of America

Ph: 757-269-7060

Ph: 757-269-6179

Fax: 757-269-7057

Ph: 757-269-7060					
Terms		Ship Via		Salesperson	
NET 30 DAYS		BEST WAY			
Quantity	Description	Unit Price		Amount	
	Reference: JSA-Q387035				
8	Line: 001 Part: SI-000000 LOW MOMENTUM SOLENOID W/38mm ACCORDING TO SPEC MEG0002019-0002 ea	Expiration Date: 26-Sep-19 Rev: \$8,200.00		\$65,600.00	
2	Line: 002 Part: SI-000000 LOW MOMENTUM SOLENOID W/46mm ACCORDING TO SPEC MEG0002019-0002 ea	Expiration Date: 26-Sep-19 Rev: \$8,200.00		\$16,400.00	
4	Line: 003 Part: SI-000000 LOW MOMENTUM SOLENOID COIL ACCORDING TO SPEC MEG0002019-0002 ea	Expiration Date: 26-Sep-19 Rev: \$1,000.00		\$4,000.00	
10	Line: 004 Part: SI-000000 MAGNET MEASUREMENT OF EACH SOLENOID ACCORDING TO SECTION 3.9 IN SOEC #MEG0002019-002 FOB: DESTINATION DELIVERY: SHIP AS REQUESTED ea	Expiration Date: 26-Sep-19 Rev: \$1,000.00		\$10,000.00	
		Total:		\$96,000.00	

STANGENES INDUSTRIES, INC.

TERMS AND CONDITIONS OF SALE

The sale of Products (as defined below) and provision of services by Stangenes Industries, Inc. ("Seller") are expressly conditioned on the assent to these terms and conditions of sale, to the exclusion of all other terms and conditions, by the customer ("Buyer") identified in the Seller-issued order quotation (the "Order Quotation") or in the Seller-issued order acknowledgement (the "Order Acknowledgement," and collectively with an Order Quotation, an "Ordering Document"), in each case, to which these terms and conditions of sale are attached. Any additional, different, or conflicting terms or conditions proposed by Buyer in any offer, acceptance, or confirmation, including those set forth on any Buyer purchase order, specifications, or other documents issued by Buyer shall be deemed requests for material alterations of these terms and conditions of sale, are hereby rejected by Seller, and will not be binding in any way on Seller. Buyer will have accepted this Ordering Document if Buyer: (a) accepts this Ordering Document in writing; (b) pays (in part or whole) for any Products or Seller services identified in an Ordering Document; or (c) receives delivery of any Products or Seller services identified in an Order Document and fails to return the products or refuse the services within five days following receipt. An Order Quotation is an offer by Seller that is open for acceptance by Buyer for no longer than the period stated in the Order Quotation, or, where no period is stated, 30 days from the date of the Order Quotation, provided that any such offer may be withdrawn or revoked by Seller at any time prior to the receipt by Seller of Buyer's acceptance of such offer in accordance with subsection (a) above or prior to Buyer's acceptance of such offer in accordance with subsections (b) or (c) above.

Prices quoted are for the Products and services described on the face of this Ordering Document only and do not include any (i) technical data, (ii) Intellectual Property Rights (as defined below) of any kind (other than the right to use the Products), or (iii) qualification, environmental or other Seller tests unless expressly agreed to in writing by Seller. Unless otherwise stated by Seller in writing, all Order Quotations will expire 30 days after date of the Order Quotation. If the price of fuel, metals, raw materials, or other production costs increases significantly, Seller will have the right to impose a reasonable surcharge for all affected Products and services. All Products sold by Seller under this Ordering Document will be delivered to Buyer EXW – Ex Works (Seller's facilities) (Incoterms 2010), and Seller may invoice Buyer for all fees as of the date of delivery of the Products to Buyer, or, in the case of services provided hereunder, the date such services are ordered. All fees will be due and payable within 30 days of the invoice date. Any amounts payable by Buyer hereunder that remain unpaid after the due date will be subject to a late charge equal to the lesser of 1.5% per month and the maximum rate allowable by law from the due date until such amount is paid. Seller will have a purchase money security interest in the Products, and in any proceeds thereof, including insurance proceeds, to secure payment of any amounts due until they are paid in full.

Seller retains all rights, title and interest in and to all patent, copyright, trademark, trade secret and any other intellectual property rights (collectively, "Intellectual Property Rights") in the products ordered under this Ordering Document and any derivative works thereof (the "Products"), subject only to Buyer's limited right to use the Products for their intended purposes, and Buyer does not acquire any other rights, express or implied, in the Intellectual Property Rights embodied or otherwise contained within the Products. Buyer shall not (nor shall it allow any third parties to) (a) sell, sublicense or otherwise transfer the Products to any person, company or institution whatsoever other than as agreed to by Seller in writing, or (b) create any derivative works of, or decompile, disassemble or otherwise reverse engineer any Products or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, techniques or intellectual property embodied in any Products or any portion thereof, or (c) remove or alter any proprietary markings on the Products.

Seller hereby represents and warrants to Buyer that each Product unit will be free from defects in materials and workmanship under normal use for a period of one year from the date Seller delivers such Product to Buyer. THE WARRANTIES IN THIS PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Seller does not warrant that the Products will operate in combination with other equipment, hardware, software, systems or data either not provided by Seller or provided by Seller but not used for its intended purpose or that the operation of the Products will be uninterrupted or error-free. Buyer is responsible for the initial determination of whether a problem is caused by a Product error. Buyer's sole and exclusive remedies for breach of this warranty will be for Seller to correct the defect that caused the breach of warranty or, if Seller is unable to make the Products operate as warranted, to replace the defective Products.

The confidential information or materials received or otherwise obtained from or on-behalf of Seller, including the Products, trade secrets, know-how, inventions, technical plans and data, and designs (collectively, "Proprietary Information") belongs solely to Seller. Buyer will (i) hold all Proprietary Information in confidence and protect all Proprietary Information from unauthorized dissemination and use; (ii) only disclose the Proprietary Information to its full-time employees who need to know such information and who are aware of and have a contractual obligation to comply with the confidentiality obligations imposed herein; and (iii) not disclose or otherwise provide to any third party any Proprietary Information or any information created by Buyer in connection with Buyer's use or evaluation of the Products. Because there can be no adequate remedy at law to compensate Seller for the breach of any provision of these obligations, Seller shall be entitled to injunctive and other appropriate equitable relief (without the necessity posting a bond or other security), in addition to whatever remedies it may have at law, for any breach or threatened breach of these obligations. Notwithstanding the foregoing, if a non-disclosure agreement ("NDA") is

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TERMS AND CONDITIONS OF SALE

entered into between the parties and expressly referenced in the applicable Ordering Document, it shall govern the protection and exchange of Proprietary Information.

Notwithstanding anything to the contrary herein, if Buyer or Buyer's ultimate customer is a U.S. or State Government agency, then the terms of this paragraph will control over any conflicting terms herein. All Products and documentation related thereto were developed solely at private expense and are commercial items in accordance with Federal Acquisition Regulation ("FAR") 2.101, FAR 12.211 and 12.212 (48 C.F.R. § 12.211 and 21.212) or DFARS 227-7202-1 (48 C.F.R. § 227-7202-1) ("Commercial Items"). Seller is not licensing or delivering any Intellectual Property Rights, nor shall Seller be required to license or deliver any Intellectual Property Rights other than in accordance with the separate license agreement customarily provided by Seller to the public to the extent those licenses are consistent with Federal procurement law. Products and documentation related thereto may not be sold, sublicensed, or otherwise transferred by Buyer to any person, company or institution whatsoever other than as agreed by Seller and Buyer. Because the Products are Commercial Items, Seller and Buyer agree that (a) only those mandatory FAR and FAR Supplement clauses made expressly applicable to commercial item subcontracts by applicable FAR and FAR Supplement proscription clause provisions and that are expressly agreed upon in writing by Seller shall be flowed-down to Stangenes and incorporated into the applicable purchase orders involving shipment of the Products; (b) if Buyer or the U.S. Government requires license rights to any Intellectual Property Rights of Seller, such license shall be in accordance with and subject to the terms and conditions of the commercial license customarily provided to the public by Seller; (c) Seller shall not be required to comply with the cost accounting standards or contract cost principles; (d) nothing in any purchase order gives Buyer any right to audit Stangenes' books and records; and (e) the U.S. Government shall have only the audit rights set forth in FAR 52.212-5.

In no event will (i) Seller be liable for any indirect, incidental, special, consequential or punitive damages incurred by Buyer or any third party, or (ii) Seller's liability for damages arising out of or relating to this Ordering Document exceed the amounts actually paid by Buyer to Seller under this Ordering Document. This Ordering Document is to be governed by the internal laws of the State of California, USA. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced exclusively in a federal or state court serving Santa Clara County, California, USA. If either party files suit in any court of competent jurisdiction to enforce its rights under this Agreement, then the prevailing party shall be entitled to recover from the other party all costs of such action or suit, including, but not limited to, investigative costs, court costs and reasonable attorneys' fees (including expenses incurred to collect those expenses). This Ordering Document and any applicable NDA (if any) constitutes the complete agreement between the Seller and Buyer, and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Ordering Document and such NDA (if any).

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