



QUOTATION

Quote No. 0007657
 Date: 10/26/2023
 Expires on: 1/25/2023
 Terms: Net 30 days
 Lead Time Days : 15

Bill To:
 Santa Barbara County Sheriffs Department
 Attn: Douglas Martin, CFO PO Box 6427
 Santa Barbara, CA 93160-6427

Buyer:
 Name: Greene~Jeff
 Phone: (805) 686-5029
 Email: jdq2891@sbsheriff.org

Sales Person:
 Name: Jake Hart
 Phone: (208) 383-5516
 Email: JHART@ASU-NVG.COM

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Night Vision Systems, Spares & Accessories				
2	9S1005-BUWA	TSO, M949, AVS9, Min 2376 FOM, WHT, AG, Class B	13,929.00	27,858.00
	Configuration			
	BATTERY PACK			
	9M1000-2-T-B	Aeronox LPBP with Velcro Plate (TSO)	1.00	
	MOUNT			
	9M1000-1-T-B	Aeronox Mount - TSO	1.00	
				\$27,858.00
Other				
1	SHIPPING FREE	Free Ground Shipping	0.00	
				\$0.00

Small Business, Woman-Owned Business
 These items may be controlled for export under the International Traffic in Arms Regulations (22CFR120-130) or the Export Administration Regulations (15CFR730-744). U.S. Government authorization may be required to transfer or export to a non U.S. Person.

ASU's Order Acceptance process require receipt of a fully executed Purchase Order and the following documents:

- International Shipments - Signed End Use Statement and DSP-83
- Domestic NVG System/Tube Shipments - End Use Statement
- Aircraft Modification - 50% Deposit and Aircraft Photos/Renderings

For general questions regarding this quote, please contact customerservice@asu-nvg.com <<mailto:customerservice@asu-nvg.com>>.

Sub Total	\$27,858.00
Est. Shipping	\$0.00
Sales Tax	\$2,159.00
Total	\$30,017.00

AVIATION SPECIALTIES UNLIMITED, INC.

GENERAL TERMS & CONDITIONS OF SALE

January 2021

1. Aviation Specialties Unlimited, Inc., is herein designated as "ASU" or "Seller."
2. **GENERAL.** The sale, resale and the disposal of goods received from Seller including any associated technology or documentation may be governed by US or other countries' export control regulations. Any resale of goods to embargoed countries or to denied persons is prohibited. Buyer declares with its order, conformity with such statutes and regulations and that the goods will not be directly or indirectly delivered into countries that prohibit or restrict the import of such goods.
3. **PRICES.** Unless otherwise specified, prior to formal acceptance of this order all prices are subject to change with notice.
4. **TAXES.** Unless otherwise specified, the prices shown do not include any State specific taxes, transportation charges for orders less than \$150.00 or expedited transportation charges. Buyer specific Federal, State, City or other tax have not been included. The Buyer will assume responsibility for the submission of appropriate taxes, as applicable. When the Seller is required to pay on account of the buyer, the Buyer shall pay to Seller the amount of any applicable taxes.
5. **OUT OF STATE SALES.** If local, city and/or state authorities require Seller to register with such governmental entity in order to conduct business, the cost of such requirements will be passed onto the Buyer as a miscellaneous expense.
6. **TERMS.** Payments shall be made by check, credit card, wire or Electronic Funds Transfer (EFT). Letter of Credit payments are negotiable under Terms and Conditions for Commercial Letters of Credit. A 3% surcharge will be added to all credit card purchases over \$5,000.00. Unless otherwise stated, terms are Net 30 days from date of invoice or the receipt of service/goods, whichever is the later and is subject to approval by ASU. Net 30 terms are applicable to NVG Product Sales, NVG Training and NVG Service. For NVG Cockpit Modification projects, a 50% Down Payment, due upon receipt of invoice is required prior to any project being initiated with the following progressive or final payment being on Net 30 terms. The Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms. When partial shipments are made, payments shall become due in accordance with the designated terms, upon submission of invoices.
7. **ORDER CANCELLATION/RESTOCKING FEE.** Buyer shall indemnify Seller for all costs and expenses previously incurred and commitments made by Seller related to any terminated, cancelled or modified Purchase Order. Orders manufactured in whole or in part, pursuant to Buyer's specifications, may not be cancelled except with Seller's prior written consent on terms which will compensate Seller for any resulting losses. STC cancellations will result in forfeiture of Buyer's full down payment. Parts Manufacturing Authorization (PMA), and Equipment Sale cancellations will result in forfeiture of 20% of Buyer's down payment except for specialized equipment, such as Hoffman Engineering Test Equipment, which will result in a 50% forfeiture of Buyer's down payment. Training cancellations requested within 10 business days of the scheduled training will incur a charge of 20% of the sales price. Following customer's receipt of ASU's proprietary FAA-approved NVG Flight Training Program materials, the order becomes non-refundable up to 100% of the value of the order, not to exceed \$25,000.
8. **CHANGE ORDER FEE.** At all times Buyer shall have the right to make changes to this Order, including changes to drawings, designs, configurations, specifications, quantities, methods of shipment or packing or locations of delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any work under this Order, an equitable adjustment will be made to the Sales Order. Change Order Fees shall be as follows: STC – Up to \$4,500.00 per occurrence after configuration acceptance. This would include engineering changes and scheduling changes. Training– Up to 6% of total contract price for changes made more than 3 business days after; \$2,500.00 maximum. PMA & Equipment Sales – up to 10% of sales price.
9. **DELAY FEE.** 1) For any delay caused by Buyer when Seller's employees are onsite at Buyer's location Buyer shall incur a Delay Fee. Delay Fees for Training will be half daily rate; STC Delay Fee is \$500 per day per employee for delays of more than 4 hours. 2) For STC Parts Kit sales, if delay in Aircraft Return-to-Service occurs for more than 60 days following shipment of STC Parts Kit to Buyer, Seller retains the right to immediately invoice Buyer remainder of balance due.
10. **EXPEDITE FEE.** To expedite any service, an expedite fee will be charged as follows: Up to 10% of total purchase price; \$100.00 minimum fee.
11. **DELIVERY.** ASU will use its best efforts to fill all orders within the timelines established. For NVG product sales, orders will be processed in accordance with the U.S. Government's Defense Priorities and Allocation System (DPAS) which requires that DPAS

rated orders take precedence over all non-rated orders. If any conditions arise which prevent compliance with delivery schedules, ASU shall make its best effort to advise of the delay. However, ASU shall not be liable for damages, general, consequential or otherwise, or for failure to give notice of any delay. Products shall be delivered Ex-Works, (EXW) (INCOTERMS latest version) for domestic orders as designated by Seller, and Free Carrier (FCA) for international orders unless otherwise agreed in writing. In the absence of specific instructions, Seller will select the carrier. Title to material shall pass to Buyer upon delivery thereof by Seller to the carrier or delivery service, whereupon the Buyer shall be responsible. Products held for Buyer, or stored for Buyer, shall be at the risk and expense of Buyer. If at the request of Buyer, shipments are postponed more than 30 days, invoices therefore shall become due 30 days after notice that products are ready for shipment.

11. LATE PENALTY POLICY. Where an invoice remains unpaid for more than 2 business days after a reminder has been issued, an automatic Late Payment Penalty Charge will be applied to the account. Our Late Payment Penalty Charge is \$10.00 or 1% (12% annually) whichever the greater will be added to all invoices 30 days past due.
12. ENTIRE CONTRACT. The provisions herein and on accompanying papers, if any, signed by Seller constitute all the terms and conditions agreed upon by the parties and shall replace and supersede any provisions on the face and reverse side of the Buyer's Purchase Order or any attachment thereto, or any prior general agreement inconsistent with the provisions hereof. No modification hereof shall be valid unless in writing and duly signed by a person authorized by the Seller.
13. GOVERNING LAWS. The term of this agreement and all rights and obligations hereunder shall be governed by the laws of the State of Idaho, USA.
14. INSURANCE. ASU is covered by both Aviation General Liability and Products Legal Liability Insurance. Any additional insurance coverage or provisions required by Buyer shall be at the Buyer expense and billed to and paid by Buyer.
15. INSPECTION AND ACCEPTANCE. Claims for damage, shortage or errors in shipping must be reported within five (5) days following delivery to Buyer. Buyer shall have ten (10) days from the date Buyer receives any products to inspect such products and services for defects and nonconformance, which are not due to damage, shortage or errors in shipping and notify Seller, in writing, of any defects, nonconformance or rejection of such products. After ten (10) day inspection period, Buyer shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products for any reason or to revoke acceptance. Buyer hereby agrees that such ten (10) day period is a reasonable amount of time for such inspection and revocation.
16. WARRANTY. The Limited Warranty applies to products and workmanship, as provided by ASU. The term "product" means a system, its features, materials, conversions, upgrades, engineering data, or any combination thereof. Unless otherwise specified, the warranty period is 1 year. The warranty period applicable to the product and is transferrable. ASU warrants that the product delivered is free from defects in materials and workmanship under normal use during the warranty period, which commences the date of customer receipt/acceptance. During the warranty period, ASU will repair or replace defective parts with new parts and provide documentation updates, as needed, at no cost. This Limited Warranty does not extend to any product that has been damaged or rendered defective (a) as a result in misuse/abuse; (b) failure to comply with ASU or its manufacturer's regular maintenance, inspection and repair requirements; (c) modification of the product without coordination with ASU; (d) as a result of force majeure outside the control of ASU. No item will be accepted for repair, replacement or credit adjustment without the written Return Authorization (RA) of Seller. Upon such authorization, and only in accordance with instructions of Seller, items for which adjustment is requested shall be returned to Seller for examination with all shipping charges prepaid by the Buyer. If such items, after examination by Seller, are found to be defective, then credit will be allowed for the shipping charges paid by the Buyer. Credit shall be issued based on a copy of the customer's freight invoice or Seller's freight rate, whichever is less. If the product is found to be within specification(s) the product will be returned to customer at customer's expense. Except as expressly set forth in this paragraph, ASU makes no other warranties expressed or implied.
17. FORCE MAJEURE. Seller shall not be liable for any failure or delay in performance if: (i) such failure or delay results from interruptions in the Product manufacturing process; or (ii) such failure or delay is caused by Force Majeure as defined by case law or as follows: any circumstance or occurrences beyond Seller's reasonable control-whether or not foreseeable at the time of the Agreement – as a result of which Seller cannot reasonably be required to execute its obligations including force majeure and /or default by one of Seller's suppliers. In case of such a failure as set forth above, the performance of the relevant part(s) of the Agreement will be suspended for the period such failure continues, without Seller being responsible or liable to Buyer for any damage resulting therefrom.
18. DRUG & ALCOHOL PROGRAM. Seller participates in a DOT/FAA approved Drug & Alcohol Program. Proof of Seller compliance and participation will be provided at Buyer's request.
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