

ใบขออนุมัติซื้อฝ้ายขายและบริหารโครงการ (T)

PI1805-004


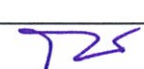
วันที่ 5/8/2018

ชื่อโครงการ กรมสรรพสามิต

ลูกค้า(บริษัท) กรมสรรพสามิต

เลขที่โครงการ TA5906073 EXC/I

พนักงานขาย ไตรสิทธิ์ ตานพิพัฒน์

ผู้เสนอราคา (ราคาต่ำสุด - สูงสุด)						
1. บริษัท	PDI	งวดที่1	%	เมื่อ	เครดิต	วัน
ราคา	บาท	งวดที่2	%	เมื่อ	เครดิต	วัน
หมายเหตุ		งวดที่3	%	เมื่อ	เครดิต	วัน
เอกสารแนบ		งวดที่4	%	เมื่อ	เครดิต	วัน
2. บริษัท		งวดที่1	%	เมื่อ	เครดิต	วัน
ราคา	บาท	งวดที่2	%	เมื่อ	เครดิต	วัน
หมายเหตุ		งวดที่3	%	เมื่อ	เครดิต	วัน
เอกสารแนบ		งวดที่4	%	เมื่อ	เครดิต	วัน
3. บริษัท		งวดที่1	%	เมื่อ	เครดิต	วัน
ราคา	บาท	งวดที่2	%	เมื่อ	เครดิต	วัน
หมายเหตุ		งวดที่3	%	เมื่อ	เครดิต	วัน
เอกสารแนบ		งวดที่4	%	เมื่อ	เครดิต	วัน
สัญญา/ผู้ขาย,ผู้รับเหมา		สัญญา / ลูกค้า				
กำหนดแล้วเสร็จ 5/25/2018 บทปรับ %ต่อวัน		เริ่มต้น / สิ้นสุดสัญญา ถึง รวม วัน				
สถานที่ส่งสินค้า		เงื่อนไขการชำระเงิน				
ระยะเวลาบำรุงรักษาในช่วงรับประกัน เดือน/ครั้ง		บาทปรับ %ต่อวัน				
การรับประกัน ปี เดือน เมื่อ		ระยะเวลาบำรุงรักษาในช่วงรับประกัน เดือน/ครั้ง				
งานระบบ :		การรับประกัน ปี เดือน เมื่อ				
10-ft straight rail of 250A rated PowerWave2 2.00		พนักงานจัดซื้อ(สรุปคัดเลือก)				
Structured Overhead						
Busway with communication cables & 30 sets of vertical hangers						
หมายเหตุ:		บริษัท		ราคา บาท (ไม่รวม VAT 7%)		
		การชำระเงิน				
		งบฯ(บาท) (ไม่รวม VAT 7%)		ลงชื่อ		
		โครงการรวม		/ /		
		จัดซื้อ				
		<input type="checkbox"/> ไม่เกิน 50,000.-บาท ผู้จัดการแผนกจัดซื้ออนุมัติ				
		<input type="checkbox"/> ไม่เกิน 500,000.-บาท กรรมการบริหารอาวุโส หรือประธานกรรมการบริหารอนุมัติ				
		<input type="checkbox"/> เกิน 500,000.-บาท กรรมการบริหารอาวุโส และประธานกรรมการบริหารอนุมัติ				
 ( 8 / 5 / 18 ) ผู้ซื้อ	 ( 8 / 5 / 18 ) ผู้บังคับบัญชาเห็นชอบ	_____ ( ) / /	_____ ( ) / /			
		ผู้จัดการแผนกจัดซื้อ/กรรมการบริหารอาวุโส	ประธานกรรมการบริหาร			

Proposal# 05062018AT-00

May 5, 2018



PREPARED FOR:	<b>SITEM-THAILAND</b>
PROJECT:	<b>Excise Dept-Additional Bus rail order</b>
EQUIPMENT:	<b>PowerWave2™ Structured Overhead Busway System</b>
PREPARED BY:	<b>AJITH.T</b>

Power Distribution, Inc. – Transform. Distribute. Monitor.™

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[www.pdicorp.com](http://www.pdicorp.com)

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## 1 Introduction

PDI is pleased to provide you with a proposal to meet your Power Distribution requirements. We appreciate the opportunity to present a competitively priced solution that offers comprehensive power protection, maximum efficiency, and unmatched performance.

This package includes the following: Project Support Team, standard product features list, proposed bill of materials and pricing, sample warranty agreement, General terms and conditions.

## 2 Project Support Team

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## 3 Proposed Equipment

### 3.1 PowerWave Structured Busway Standard Features

#### **Bus Housing Construction:**

- Single piece extruded aluminum designed to act as a 100% ground conductor
- Continuous opening design: Slotted opening on one side of the bus to accommodate the insertion of the tap off units.
- Black anodized finish (*unless otherwise indicated in Bill-Of-Materials*)
- Finger safe IP2X rated and tested
- Voltage Application: **Up to 480/277VAC**
- Support Distances:
  - **160A – 250A Busway:** Up to 10-ft centers
  - **400A Busway:** Up to 8-ft centers
  - **600A – 800A Busway:** Up to 5-ft centers
- Approximate Weights:
  - **160A – 250A Busway:** 6.8 Lbs./ft
  - **400A Busway:** 9.6 Lbs./ft
  - **600A Busway:** 14.3 Lbs./ft
  - **800A Busway:** 18.6 Lbs./ft
- Short Circuit Ratings:
  - **160A – 250A Busway:** 22kAIC @ 208VAC and 480VAC
  - **400A Busway:** 42kAIC @ 208VAC; 35kAIC @ 480VAC
  - **600A – 800A Busway:** 42kAIC @ 208VAC and 480VAC
- **Bus Conductors:**
  - Nickel-plated copper with a minimum of 98.9% electrical grade purity and sized to handle a minimum of 100% of the continuously rated current with ambient temperatures at or below 40°C/104°F
  - Conductors are electrically isolated from the housing using a Class 220 with 148°C. (300°F) fiber Glastic with non-propagating properties

#### **Bus Joints:**

- PowerWave Toughrail Technology™
- Incorporates unique section-to-section joints with cam-action splices for secure, thermally efficient, and maintenance-free connections

#### **Quality:**

- Listed to UL857 and IEC 60439-2 standards
- CSA certified
- Standard Factory Testing
- 12/18 Month Standard Warranty

#### **Output Distribution Tap-off Boxes:**

- NEMA Enclosure
- Continuous bus allows for distribution of power tap-off points at any location along the system with tap-offs added or removed at any time. (*Proper safety procedure should always be used when working on live components.*)
- Polarity matched to the Busway system with design to ensure correct installation
- Designed to ensure Ground contact prior to full insertion into the bus system

**3.2 Bill Of Materials and Pricing- Option 1**

Item	Qty	Description	Price in US \$
1	2	<p>10-ft straight rail of 250A rated PowerWave2 Structured Overhead Busway with communication cables &amp; 30 sets of vertical hangers</p> <p><u>Input / Output Characteristics:</u></p> <ul style="list-style-type: none"> <li>▪ 380/220 Volts AC, 50Hz</li> <li>▪ 3 Phase + 100% Neutral + Ground</li> <li>▪ 22kAIC rated</li> </ul> <p><i>Qty(2)10ft 250A Busway straight rails with communication cables</i>  <i>Qty(30)Vertical hangers suitable for 3/8" rods</i></p>	\$3,690.00
<p><b>All Prices (Excludes Freight &amp; Taxes)</b></p>			<p><b>US\$3,690.00</b></p>

**3.3 Bill Of Materials and Pricing- Option 2**

Item	Qty	Description	Price in US \$
2	2	<p>5-ft starter rail of 250A rated PowerWave2 Structured Overhead Busway with communication cables</p> <p><u>Input / Output Characteristics:</u></p> <ul style="list-style-type: none"> <li>▪ 380/220 Volts AC, 50Hz</li> <li>▪ 3 Phase + 100% Neutral + Ground</li> <li>▪ 22kAIC rated</li> </ul> <p><i>Qty(2)5ft 250A Busway starter rails with communication cables</i>  <i>Qty(30)Vertical hangers suitable for 3/8" rods</i></p>	\$1,260.00
<p><b>All Prices (Excludes Freight &amp; Taxes)</b></p>			<p><b>US\$1,260.00</b></p>

#### 4 Sample Warranty Agreement

Serial #: \_\_\_\_\_ Model #: \_\_\_\_\_  
Equipment Location Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
( \_\_\_\_\_ )  
\_\_\_\_\_  
Contact Name: \_\_\_\_\_

PDI warrants that its products will perform as specified in PDI publications, providing such products are properly installed, cared for, and properly operated under the specified environmental conditions.

Standard products manufactured by PDI are warranted to be free from defects in workmanship and material for a period of \_\_\_\_\_ months from initial startup or \_\_\_\_\_ months from date of shipment. Any products which are defective in workmanship or material will be repaired or replaced at the option of PDI. The obligation of PDI hereunder shall be limited solely to repair and replacement at its factory of products that fall within the foregoing limitations and shall be conditioned upon receipt by PDI of written notice within the warranty period of any alleged defects or deficiency. No products shall be returned to PDI without its prior consent.

Where it is impractical to return suspected faulty equipment to PDI for repair or replacement, PDI will provide on-site service upon request. Replacement parts and on-site labor necessary for fitting replacement parts and removal of faulty parts will be undertaken at no charge. Charges will, however, be made for travel to and from the installation site. Where an on-site warranty is in effect, the no-charge labor shall be between 8 a.m. and 6 p.m., Monday through Friday, excluding national holidays. If the customer requests service outside the above hours, the customer agrees to pay the incremental difference between PDI's overtime and normal labor rates.

All warranties hereunder are contingent upon the initial start-up being done by PDI trained or other authorized personnel and upon proper use in the application for which the product was intended and do not cover products which have been modified or repaired without PDI approval or which have been subjected to neglect, accident, improper installation, or application or on which the original identification marks have been removed or altered. These warranties will not apply if adjustment, repair or parts replacement is required because of accident, neglect, misuse, secondary transportation or other causes other than ordinary use.

PDI's liability under this warranty shall be in lieu of any warranty or condition implied by law as the quality or fitness for any particular use of the goods, and save as provided in this clause, PDI shall not be under any liability, whether in contract, tort or otherwise for consequential damages resulting from defects in PDI products.

This warranty shall apply to all products manufactured by PDI unless this agreement is modified by addendum.

This agreement shall be effective from \_\_\_\_\_ to \_\_\_\_\_

## 5 General Terms and Conditions

### 5.1 Terms and Conditions of Sale

#### 1. DEFINITIONS:

"COMPANY" shall mean Power Distribution, Inc., a Virginia corporation.

"Customer" shall mean the person, partnership, company or other business entity named in the attached Quotation, Order Acknowledgement or invoice.

"Delivery Point" shall mean the COMPANY's location at which the Product is manufactured or produced.

"Order" shall mean a purchase order from Customer for the purchase of the Product or Services.

"Order Acknowledgment" shall mean the COMPANY's written confirmation that an Order has been received and that the COMPANY will provide the Product and/or Services described therein, subject to these Terms.

"Product" means all components, spare parts, goods, products, or materials of any kind, which are supplied by COMPANY to Customer under an Order and these Terms.

"Third Party Products" shall mean products and software of a third party vendor. If Third Party Products are supplied by the COMPANY under an Order, notwithstanding anything to the contrary, such supply is made on a "pass-through" basis only and is subject to the terms and conditions of the third party vendor, including but not limited to warranties, licenses, indemnities, limitation of liability, prices and changes thereto. For time and materials orders, Third Party Products are quoted subject to price changes imposed by third party vendors between the date of the Order encompassing such Third Party Products and the date of COMPANY's invoice related to that Third Party Product.

"Software" shall mean computer software programs, in object code form including firmware and custom software, and instructions manuals, specifications and related documentation in written or electronic form, their related instructions manuals and documentation.

"Quotation" means the written quotation, proposal or tender submitted by the COMPANY to Customer.

"Services" means all services, including maintenance and installation services, provided under an Order and these Terms.

"Specifications" shall mean the COMPANY's standard specifications applicable to the Product at the time of presentation by the COMPANY of a Quotation or the specific requirements mutually agreed upon between the Parties in writing in relation to the Product, including drawings or descriptions, specification sheets, drawings, notes and technical data for such Product.

"Terms" means these terms and conditions of sale.

"Warranty" or "Warranties" means the limited warranties set forth in Article 8.

2. **APPLICABILITY:** These Terms are the only terms which govern the sale of the Product and the Services by the COMPANY to the Customer under the attached Quotation, Order Acknowledgement or invoice. Notwithstanding anything herein to the contrary, if a written contract signed by both the COMPANY and Customer is in existence covering the sale of the Product or Services covered hereby and is attached to the Order, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. Each Quotation, Order Acknowledgement and invoice issued by COMPANY is expressly conditioned upon the Customer's assent to these Terms and waiver of any differing terms of conditions contained in the Order. Such assent and waiver is evidenced by Customer's Order (any contrary terms or conditions of which shall be disregarded) and by accepting delivery of the first shipment of the Product. COMPANY rejects any additional or different terms contained in any Order or other communication previously or hereafter provided by Customer to COMPANY, including any acknowledgement, shipping documents, terms and conditions or otherwise. No such additional or different terms or conditions will be of any force or effect. In the event the Customer insists upon having alternate terms prevail, COMPANY reserves the right to adjust its pricing (as originally set forth in a Proposal or otherwise) to cover all additional risks assumed.

No Order Acknowledgement, order confirmation or other communication from the Company is an Expression of Acceptance or a Confirmation Document as contemplated in Section 2-207 of the Uniform Commercial Code. These Terms, along with any applicable Quotation, Order Acknowledgement or invoice, comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

3. **PAYMENT:** Payment in full of the purchase price for Product or Services ("Price[s]") shall be made in United States currency within 30 days of the date of invoice, unless otherwise agreed by the parties in a signed writing. Customer acknowledges that COMPANY has the right to reassess Customer's creditworthiness from time to time. Unless expressly prohibited by law, in the event there is a decline in Customer's creditworthiness in the COMPANY's reasonable discretion, COMPANY may, upon fifteen (15) days written notice, revise the payment terms between the parties. Upon request, Customer shall provide financial data evidencing the Customer's financial standing in order for COMPANY to determine the creditworthiness of Customer. Such information shall include, but not be limited to, financial statements, tax returns, and bank records.

Payment advices from Customer shall include the following information: invoice number, amount of payment, and Order number.

If Customer is delinquent in its payment obligations, without prejudice to any other remedies available to COMPANY at law or in equity, COMPANY may demand immediate payment and at COMPANY's option (i) suspend all further deliveries to be made under any Order, in which event Customer shall not be released in any respect from its obligations to COMPANY under the Order; (ii) recover all costs of collection, including but not limited to reasonable attorneys' fees; (iii) repossess the Product for which payment has not been made; (iv) charge interest at 1.5% per month on the past due amount, not to exceed the maximum interest rate allowed by law; and (v) reassess the creditworthiness of Customer and change any current payment terms. Any discount from COMPANY's rates shall cease to apply to the delinquent invoice, and Customer shall be invoiced for such differences in cost and shall immediately pay the resulting invoice.

Customer shall not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from COMPANY and/or its affiliates.



4. **REJECTION OF PRODUCT:** Customer shall have ten (10) days from its receipt of Product at the destination point set forth in the applicable Order to notify COMPANY of rejection of Product for non-conformity with the Order. Any notice of rejection must be in writing, identify the Order and describe all non-conforming aspects of the Product. No Product shall be returned without COMPANY's express instructions. If Customer timely (i.e., within ten (10) days from its receipt of Product) notifies COMPANY of any nonconforming Product, COMPANY shall, in its sole discretion, (a) replace such nonconforming Product with conforming Product, or (b) credit or refund the purchase price for such nonconforming Product, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Upon any express written instructions from COMPANY, Customer shall ship the nonconforming Product to COMPANY's facility from which such Product was originally shipped. If COMPANY exercises its option to replace nonconforming Product, COMPANY shall, after receiving Customer's shipment of nonconforming Product, ship to Customer, at Customer's expense and risk of loss, the replaced Product to the Delivery Point. Customer acknowledges and agrees that the remedies set forth in this Article are Customer's exclusive remedies for the delivery of nonconforming Product.
5. **CANCELLATION:** COMPANY at its option and in addition to its other remedies may without liability cancel the Order or refuse shipment, if (a) Customer is in default in any payments or other performance due COMPANY under an Order, these Terms or any other agreement (b) Customer becomes insolvent or a petition in bankruptcy is filed with respect to Customer (or similar event), or (c) causes beyond COMPANY'S control make it impossible to assure its timely performance. Customer may cancel the remaining unfilled portion of its Order only upon payment of a cancellation charge ("Cancellation Charge") according to the following schedule:

Order Stage	Cancellation Charge as a Percentage of Order Total
Stage 1: Order Entry	0%
Stage 2: Submittals Completed	10%
Stage 3: Order Released for Fabrication / Materials Ordered	40-60% Dependent upon the materials that may be returned to PDI's Vendor(s)
Stage 4: Production / Fabrication Started	90%
Stage 5: Fabrication Completed / Products Shipped to Customer	100%

The Cancellation Charge will be communicated by the COMPANY to the Customer within five (5) business days after the Customer's notice of its desire to cancel the remaining unfilled portion of its Order, and the Cancellation Charge will be due from the Customer immediately thereafter. Cancellation will not be effective unless and until the Cancellation Charge has been received by the COMPANY.

6. **DELIVERY; LIENS; TITLE; RISK:** Unless otherwise agreed in writing by the parties, COMPANY shall deliver the Product to the Delivery Point using COMPANY's standard methods for packaging and shipping such Product. Delivery terms are F.O.B. Delivery Point. Customer shall take delivery of the Product within ten (10) days of COMPANY's written notice that the Product has been delivered to the Delivery Point. Customer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Product at the Delivery Point. Title and risk of loss to Product passes to Customer on delivery of Product to the Delivery Point. Customer hereby grants to COMPANY a security interest in and to all of the rights, title and interest of Customer in, to and under the Product, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds of the foregoing to secure all amounts owed by Customer to COMPANY under the Order. The security interest granted under this provision constitutes a purchase money security interest under the Virginia Uniform Commercial Code. Customer authorizes the filing by COMPANY of all financing statements and other documents necessary to perfect COMPANY's security interest in the Product.
7. **PROVISION OF SERVICES:** With respect to the Services, Customer shall (a) cooperate with COMPANY in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by COMPANY, for the purposes of performing the Services; (b) respond promptly to any COMPANY request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for COMPANY to perform Services in accordance with the requirements of this Agreement; (c) provide such Customer materials or information as COMPANY may reasonably request to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects; and (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
8. **LIMITED WARRANTIES:**
- (A) COMPANY warrants that the Product manufactured by COMPANY, for a period of twelve (12) months from initial start-up or eighteen (18) months from date of delivery, will materially conform to COMPANY's Specifications and will be free from defects in material and workmanship. This limited warranty is contingent upon the initial start-up being done by COMPANY-trained or other authorized personnel and upon proper use in application for which the Product is intended.
- (B) The limited warranty set forth in clause (A) of this Article shall be the only warranty given by COMPANY with respect to the Product or Services provided.
- (C) For Third Party Products not manufactured by COMPANY, COMPANY's only responsibility is to assign to Customer any manufacturer's warranty that does not prohibit such assignment. **FOR THE AVOIDANCE OF DOUBT, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY, (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
- (D) Product and parts that are consumed in normal operation are not covered by the Warranty.
- (E) If the Customer discovers a defect within the Warranty Period, it must be reported in writing to COMPANY's service department promptly upon discovery and in any event within the Warranty Period.
- (F) Within a reasonable time after proper notification, COMPANY shall, during its normal business hours, Monday through Friday, (i) correct any defect covered by the Warranty with either new or used replacement parts, without charge, or (ii) credit or refund the price of such Product at the pro rata contract rate, provided that, if COMPANY so requests, Customer shall, at COMPANY's expense, return such Product to COMPANY. The above remedies are the exclusive remedies of Customer, and the sole responsibility of COMPANY. **COMPANY'S LIABILITY FOR BREACH OF THE WARRANTY SHALL BE LIMITED TO THE REMEDIES PROVIDED HEREIN.**

- (G) The Warranty ceases to be effective if Customer fails to operate and use the Product in a safe and reasonable manner in accordance with COMPANY's written instructions.
- (H) Customer shall not be entitled to any remedy under the Warranty with respect to: (i) Product or Services that have been subjected to any alteration, disassembly, tampering, modification, or repair without prior authorization by COMPANY; (ii) Product or Services subjected to experimental running or any type of operation or use other than that for which the Product or Services are designed; (iii) Product from which COMPANY and/or vendor's trademark or serial number has been altered, removed, or obliterated without COMPANY's written permission, excluding any alteration, removal, or obliteration directly caused by accident or mishap; or (iv) Product that has been in storage or immobilized for one (1) year or more after delivery to the Delivery Point.
- (I) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE 8, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT AND SERVICES (EXCEPT WARRANTIES OF TITLE), WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, AND COMPANY SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; AND THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE IS IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF COMPANY.
- (J) The Warranty is non-transferable and is applicable only to the original Customer.

**9. LIMITATIONS OF LIABILITY AND INDEMNITY:**

**General Limitations:** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, COLLATERAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF AN ORDER OR THE USE OF THE PRODUCT OR SERVICES PROVIDED BY COMPANY, WHETHER ARISING OUT OF BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT, ANY STRICT LIABILITY THEORY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, ANCILLARY COSTS TO THE PROCUREMENT OF SUBSTITUTE PRODUCT OR SERVICES, RETESTING, LABOR COSTS, LOSS OF GOODWILL, DIMINUTION IN VALUE, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE, LOSS OF DATA, OR BUSINESS INTERRUPTION. NO CLAIM, SUIT OR ACTION SHALL BE BROUGHT AGAINST COMPANY MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS OCCURRED.

**Specific Limitations:** IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY FROM ANY WARRANTY, INDEMNITY, OR OTHER OBLIGATION ARISING OUT OF OR IN CONNECTION WITH AN ORDER, OR ANY USE OF ANY PRODUCT PROVIDED BY COMPANY OR ANY SERVICES, EXCEED THE TOTAL AMOUNT OF THE APPLICABLE ORDER UNDER WHICH THE PRODUCTS OR SERVICES WERE PURCHASED WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED REGARDLESS WHETHER SUCH CLAIM OR CLAIMS IS BASED ON BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT OR ON ANY STRICT LIABILITY THEORY. EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES, COMPANY SHALL NOT BE RESPONSIBLE FOR ANY CLAIM AGAINST CUSTOMER BY A THIRD PARTY. THE EXISTENCE OF MORE THAN ONE CLAIM AGAINST THE PARTICULAR UNITS SOLD TO CUSTOMER UNDER AN ORDER SHALL NOT ENLARGE OR EXTEND THIS LIMIT.

CUSTOMER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF AN ORDER AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF AN ORDER WOULD BE SUBSTANTIALLY DIFFERENT.

The limitation of liability set forth in this Article shall not apply to liability resulting from COMPANY's gross negligence or willful misconduct.

COMPANY shall not be liable for failure to deliver, for delay in delivery, or for any losses or damage to Customer, or to the Product or Services occasioned by delays in the performance of COMPANY's obligations, due to: (i) any cause beyond COMPANY's reasonable control or the control of COMPANY's suppliers or subcontractors; (ii) an act of God, act or omission of Customer, act of civil or military authority, fire, terrorism, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation; or (iii) any other commercial impracticability including any changes in laws and regulations.

Customer will defend, indemnify and hold harmless COMPANY from and against all claims arising out of patents, designs, trade secrets, copyrights, or trade names with respect to Products manufactured wholly or partially to Customer's designs or specifications, including any costs, expenses, loss, attorneys' fees, settlement payments, or damages.

**10. PRICES, TAXES AND CURRENCY:**

Price[s] shall be in accordance with the Order, as confirmed by COMPANY's Order Acknowledgement.

The Price[s] exclude all sales taxes, value-added taxes, import and export duties and any other taxes, surcharges, duties or tariffs of any kind now existing or hereafter imposed upon COMPANY, its personnel or subcontractors or their properties in any country or territory either directly or indirectly in respect of the production, sale, supply, delivery, license export and import, or use of the Product. Customer shall be responsible for all such taxes, duties and charges. If such charges are not collected at the time of payment Customer will indemnify and hold COMPANY harmless from same.

If Customer is required by law to make any tax withholding from amounts paid or payable to COMPANY, (i) the amount paid or payable shall be increased to the extent necessary to ensure that COMPANY receives a net amount equal to the amount that it would have received had no taxes been withheld; (ii) Customer shall forward proof of such legally required withholding to COMPANY.

Customer shall remit the amount due on the invoice in the currency indicated on the invoice.

- 11. INVOICING:** Invoices shall be sent to the address specified in the Order. Should Customer dispute any invoice, Customer shall notify COMPANY of the nature of the dispute in writing within fifteen (15) days of the invoice date. If Customer does not notify COMPANY of any dispute within fifteen (15) calendar days of the invoice date, then the invoice is deemed to have been accepted and invoice payment is required to be made on the payment due date per contract terms. Notwithstanding any dispute regarding the invoice, Customer shall pay the undisputed portion of the disputed invoice.

12. **MERGER AND SEVERABILITY:** These Terms, along with any applicable Quotation, Order Acknowledgement or invoice, comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, except that a contemporaneous writing, signed by both parties, and firmly attached to an Order, shall be considered part hereof.
13. **GOVERNING LAW AND FORUM:** The Order and these Terms shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia without the application of conflict of laws principles. **THE ORDER AND THESE TERMS SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.** Any legal suit, action, or proceeding arising out of or relating to the Order or these Terms shall be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Virginia, in each case located in the City of Richmond and County of Henrico, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. No action in law or equity arising out of any Quotation, Order or these Terms may be brought by Customer more than one (1) year after the cause of action has first arisen. COMPANY shall have the right to collect from Customer its reasonable expenses, including attorneys' fees, incurred in enforcing these Terms. The rights and obligations herein shall survive completion of the final payment under the Order.
14. **EXPORT CONTROLS:** Customer acknowledges and agrees that the ultimate destination of the Product or Services sold by COMPANY is in the United States, unless otherwise agreed to in writing. Customer shall not authorize or permit its employees, distributors, customers, brokers, freight forwarders, and/or agents to export or re-export any of the Product or Services to any foreign person without complying with applicable export laws and regulations of Customer's country and of the United States, including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). Customer agrees to obtain and properly utilize U.S. Government export authorization prior to exporting or re-exporting the Product or Services, either in their original form or after being incorporated into other end-items. Customer agrees to defend, indemnify and hold harmless COMPANY from and against any claim, loss, liability, expense or damage (including liens or legal fees) incurred by COMPANY with respect to any of Customer's export or re-export activities contrary to applicable import and export laws and regulations.
15. **NOTIFICATION:** Customer agrees to notify COMPANY immediately if Customer is listed in any Denied Persons List, Entity List, or Specially Designated Nationals List, or if Customer's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.
16. **SOFTWARE OWNERSHIP:** Title to the Software shall at all times remain with COMPANY. Customer agrees that the Software, all enhancements, related documentation, and derivative works are, and will remain the sole property of COMPANY and includes valuable trade secrets. Customer agrees to treat the Software and related documentation as confidential and to not copy, reproduce, sub-license, or otherwise disclose the Software and related documentation to third parties. Customer agrees to not disassemble, decompile, reverse engineer, create derivative works from or otherwise translate, customize, localize, modify, add to, or in any way alter, rent, or loan the Software or related documentation.
17. **COMPANY SOFTWARE LICENSE:** The software license in Article 18 shall apply to generally to COMPANY's Software. Third Party Product software licenses are separate end user license agreements ("EULA") and not issued pursuant to the license in Article 18.
18. **SOFTWARE LICENSE:**
- (A) In consideration of the receipt of full payment of the Product and Services, and subject to Customer's compliance with these Terms, COMPANY shall provide to Customer a personal, non-transferable, non-exclusive limited license, without the right to sublicense, to use the Software incorporated into the Product, if any, for purpose of using the Product or Services in Customer's ordinary business. Customer may not without COMPANY's prior written express consent copy, modify, sublicense, loan or transfer in any manner the inherent Software or firmware, create derivative works, or translate, decompile, disassemble, reverse assemble, reverse engineer, emulate or perform any other operation, unless the operation is specifically authorized by law. Customer agrees to defend, indemnify and hold harmless COMPANY from all damages and third party claims arising from unauthorized use or transfer of the Software or firmware.
  - (B) If the Software is licensed for use in the performance of a U.S. Government prime contract or subcontract, Customer agrees that, consistent with FAR 12.211 and 12.212, commercial computer Software, computer Software documentation and technical data for commercial items are licensed under COMPANY's standard commercial license.
19. **INTELLECTUAL PROPERTY:** Notwithstanding delivery of and the passing of title in any Product, nothing in these Terms shall have the effect of granting or transferring to, or vesting in, Customer any intellectual property rights in or to any Product, except as otherwise set forth in Article 18 above.
20. **ASSIGNMENT:** Customer shall not assign an Order without the prior written consent of COMPANY, and any purported assignment shall be void. COMPANY may assign an Order and its rights and obligations in connection therewith at any time without notice to Customer.
21. **RELATIONSHIP:** The relationship between COMPANY and Customer is that of independent contractors. Nothing in an Order or these Terms shall be construed to place the parties in the relationship of partners or joint venturers, and the parties shall have no power to obligate or bind the other in any manner whatsoever.
22. **HEADINGS:** Any headings or paragraph titles are for the convenience of reference only and shall not define, limit, or extend the scope or intent of these Terms or any provision thereof.
23. **PROPRIETARY INFORMATION STATEMENT:** The Quotation contains information proprietary to COMPANY. No part of this information may be reproduced or transmitted in any form without the prior written permission of COMPANY.
24. **WAIVER:** No waiver by COMPANY of any breach of these Terms by the Customer shall be considered as a waiver of the subsequent breach of the same or any other provision.
25. **SEVERABILITY:** If any provision or portion of these Terms shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, that provision or portion of these Terms shall be deemed omitted and the remaining provisions and portions shall remain in full force and effect.
26. **AMENDMENTS:** Any amendment to the Order or these Terms shall only be effective if made in writing and signed by COMPANY and Customer.
27. **SURVIVAL:** All of the provisions of these Terms shall remain in full force and effect after delivery or provision of Product or Services for the period specified herein, or if not specified then for the maximum time allowed by law.

## 5.2 **Fabrication Schedule**

- **Submittal Preparation, if required:** 2 weeks after receipt of order.
- **Fabrication Lead-time:** First shipment, 4-6 weeks after receipt of written release for manufacture and return of approved submittals.

## 5.3 **Pricing**

- Unless otherwise indicated, pricing does not include Freight, Inside Delivery, Installation, Sales Tax, or customs taxes and associated fees.
- All prices shown are valid for **90-days** from the date of quotation and are subject to **PDI's standard terms and conditions of sale**. If this proposal is older than 90 days, please contact the factory for updated pricing.
- Accepted purchase orders with a ship date longer than 6 months from the acceptance date of the purchase order may be subject to re-pricing based on the consumer price index. Commodity price increases on steel, copper, and lead may be added to the project cost if the delivery is longer than 6 months.
- All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering that state shown as the ship to address or service location on your purchase order
- **Terms of Sale:** 100% Prepayment (For International Orders)
- PDI Terms and Conditions of Sale are a fundamental part of this proposal and will govern the sale of the products. A Copy of the Terms and Conditions is provided in the Appendix section of this proposal
- To place an order based on this proposal, please include the following with your order:
  - PDI's proposal number (top of first page of this document)
  - Ship to address with site contact name and phone number
  - Tax exemption status
  - Special delivery requirements (preferred carrier, lift-gate, etc.) may incur additional charges and will be passed on to the customer at time of invoice.
  - Remit To: **PDI**  
**4200 Oakleys Court**  
**Richmond, VA 23223**  
**Attn: Order Entry**  
**Email: [productorders@pdicorp.com](mailto:productorders@pdicorp.com)**

If you have any questions or need any additional information please call us at 1-800-225-4838.

Best Regards,

**PDI Sales Team**

**Note:** All PDI products are designed and manufactured in the United States of America.

