

Quotation 003-19Jan2018-PLD

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Quotation: VEGA DAC10002 100 GS/s Dual Channel Converter System

Valid through 2/16/2018

Item	Qty	Code	Description	Price (EUR)	Total (EUR)
1	1	DAC10002	Dual Channel 100 GS/s DAC System. Includes one DAC4 application board, two VEGA DAC4 digital to analog converters, power supply, base plate, user manual and MATLAB programming interface. 512 Kpts/channel waveform memory. Requires 1/2 rate clock synthesizer.	104,150.00	104,150.00
2	1	CLK-2740	National Instruments QuickSyn Lite mmW Frequency Synthesizer Model FSL-2740 with Heatsink kit MFSLMMW-ACC10 and Quick-start kit MFSLMMW-ACC06, RF cable.	18,135.00	18,135.00
3	1	Export	Export Documentation and Handling	200.00	200.00
4	1	Shipping	Estimated FedEx Shipping Charges	300.00	300.00
				Subtotal	122,785.00
				Not-for-profit Discount	26,985.00
				Grand Total	95,800.00

HTC / ECCN: 8543.20.0000 / NIL

Lead Time: 12-16 weeks. All products are built to order; Micram reserves the right to make partial deliveries as products become available.

Payment Terms: NET 30 days. Payment by SWIFT wire transfer in EUR to Micram's designated bank account in Germany, all bank charges to be covered by the purchaser. Complete terms & conditions of sale are attached to this quotation.

Discount Policy: You qualify for a "not-for-profit" academic discount if your project is a pure research or educational project with no commercial interests, under the following conditions: 1) Any publications derived from the project must mention the use of Micram VEGA products and describe Micram as a sponsor. 2) You agree to be listed as a reference customer in Micram marketing materials.

Warranty: 1 year, except for ESD damage.

Shipment: EXW Bochum, please provide your FedEx, DHL or UPS account number with PO, otherwise FedEx rate at cost will be charged.

With best regards,
 Micram Microelectronic GmbH



Paul De Zan

Product Supply Terms and Conditions

These Conditions are the terms and conditions under which Micram Microelectronic GmbH (“us” or “our” or “we”) supplies to the purchaser named in the Quotation (“you” or “your”) the Products. These Conditions prevail over any additional or inconsistent conditions specified by you, or appearing in any purchase order from you, and no variation to these Conditions will be binding on us unless specifically accepted by us in writing.

1. **Definitions:** For the purposes of these Conditions, the following terms have the following meanings:

“**Conditions**” means these Product supply terms and conditions;

“**Products**” means the products or equipment described in the Quotation; and

“**Quotation**” means the quotation form provided by us, describing the products or equipment to be supplied by us, and setting out the price for such products or equipment.

2. **Quotation:**

(a) The Quotation will lapse and be invalid if it has not been accepted by you by the date for acceptance specified on the Quotation. If no date for acceptance is given on the Quotation, then the Quotation will lapse and be invalid if it has not been accepted by you within 30 days following the date of the Quotation.

(b) We may, but are not required to, agree to extend the date for acceptance of the Quotation. No extension will be binding on us unless it has been given in writing.

(c) We may withdraw the Quotation at any time before acceptance by you. The Quotation will not be binding on us if the Quotation was given based on incomplete, inaccurate or misleading information provided by you.

(d) In the event of any conflict or inconsistency between any terms and conditions of the Quotation and these Conditions, the relevant terms and conditions of the Quotation will prevail.

3. **Price:** The price for the Products will be the price set out in the Quotation. Pricing errors may be corrected at any time. All prices are in the currency specified in the Quotation.

4. **Orders:** Your acceptance of the Quotation will create a legally binding order by you for the Products. You may not cancel any order without our consent, which consent (if any) may be given on such terms as we may determine at our discretion. We may, for any reason and without any liability on our part, cancel any order for Products before delivery of the Products.

5. **Payment terms:**

(a) We will invoice you for the Products prior to delivery of the Products, or in such other manner or upon such other milestones as may be specified in the Quotation. We may require you to pay a deposit for the Products before dispatching the Products to you. Unless otherwise specified in the Quotation, all payments will be made by electronic bank transfer to our nominated bank account, and you will be responsible for payment of all bank charges and fees associated with such transfer.

(b) All invoices must be paid in full without deduction or set off within 30 days following the date of the invoice, unless otherwise specified in the Quotation.

- (c) We may as an alternative require payment for the Products to be made by way of confirmed irrevocable letter of credit established in our favour through a trading bank notified by us to you, such letter of credit to be in a form acceptable to us in all respects.
- (d) If any invoice is not paid by the due date, we may charge interest on the outstanding amount on a daily basis at an annual rate equivalent to the standard commercial overdraft interest rate charged by our bankers plus 3%, from the due date until the date of actual payment.
- (e) If you fail to pay any amount required to be paid by you to us by the due date, you will reimburse us for all costs and expenses that we incur in connection with any actions or proceedings for recovery of such amount, including all reasonable accounting costs, attorney costs (on a solicitor and own client basis), court costs and debt collection costs.

6. **Delivery:**

- (a) Unless otherwise specified in the Quotation, the terms of delivery of the Products will be CIP (as that term is defined in Incoterms 2010 published by the International Chamber of Commerce) to the port or terminal identified in the Quotation or, if no port or terminal is identified, to the nearest port or terminal to you reasonably determined by us.
- (b) You will pay all freight, customs clearance and insurance costs incurred following delivery to the destination port or terminal, unless the parties have agreed in writing that we will pay such costs.
- (c) Any delivery or lead times given by us are estimates only and we will not be liable for failure to deliver within any estimate timeframe. Time for delivery will not be of the essence.
- (d) In the event of any delay by you in taking delivery of the Products, we will be entitled to charge you for our reasonable costs incurred in storing the Products.
- (e) You may not reject delivery of the Products solely by reason of a shortfall. You must give written notice to us of Products short supplied within seven days of delivery. Failure to do so will be regarded as an acceptance of the Products.

7. **Force Majeure:** We will not be liable for any failure to perform the contract or any part of it due to an event of Force Majeure. We may cancel the order if the cost to us of supplying any Products is increased materially as a result of such Force Majeure and the parties cannot agree on how the additional cost is to be borne. For the purposes of this clause 7, "Force Majeure" includes any inability to obtain supplies or labour, industrial disputes, delays, act of God, fire, flood, storm, adverse weather conditions, or other matters beyond our reasonable control.

8. **Risk and title:** Risk in the Products will pass to you once they have been delivered to you. However, title in the Products will not pass to you until all Products supplied to you by us have been paid for in full. Until such title passes:

- (a) you will only sell or dispose of the Products in the ordinary course of your business and will hold the proceeds of such sale or disposal in a separate account on trust for us;
- (b) we may take such action as we consider necessary to perfect and secure our ownership interest in the Products, including by filing a financing statement or other notice of interest in any securities or interests register; and
- (c) we may at any time require the Products to be returned to us at your cost, and will be entitled to enter your premises or any other place where the Products are situated at any time in order to

take possession of them, and you will indemnify us against any claim or demand that may be brought in relation to such entry and taking of possession.

9. Intellectual property rights:

- (a) All intellectual property rights in the Products will be exclusively owned by us or our third party licensors. You are granted a royalty-free, non-exclusive licence under those intellectual property rights solely to the extent necessary to operate and use the Products in the manner recommended by us, and subject always to the terms of any end user licence agreement referred to in clause 9(b).
- (b) If the Products ordered by you include or incorporate any software, then that software will be licensed to you on the terms and conditions of the end user licence agreement provided with the software. You agree to comply with those terms and conditions when using or accessing that software, and you also acknowledge and agree that you will be prohibited from using that software if you do not accept those terms and conditions.

10. Warranties:

- (a) We warrant as follows:
 - (i) there are no liens, encumbrances or other interests in the Products that would prevent title to the Products passing to you upon payment pursuant to clause 8; and
 - (ii) for the period from delivery of the Products until the end of any applicable warranty period specified in the Quotation for the Products, the Products will comply substantially with the written specifications for those Products supplied by us. If no warranty period is specified in the Quotation, the warranty period under this clause 10(a)(ii) will be 12 months following delivery of the Products.
- (b) No warranty is given for the Products where any failure to comply or defect results from any of the following:
 - (i) use, installation, modification or alteration of the Products other than as recommended or authorised in writing by us;
 - (ii) malfunction caused by Electro Static Discharge (ESD) when you handle the Products;
 - (iii) your failure to maintain or service the Products in the manner recommended by us;
 - (iv) normal wear and tear or damage during normal operation of the Products or replacement of any consumables used in the Products; or
 - (v) physical damage caused to the Products following delivery.
- (c) Any attempt by any person to repair any Products without our prior written authorisation will invalidate the warranty in clause 10(a)(ii).
- (d) Your sole remedy against us for Products that do not comply with the warranty in clause 10(a)(ii) will be (at our option and cost) for us to repair or replace such Products or their defective components, or give to you a full credit or refund for the Products provided that:
 - (i) if requested by us, you give us the opportunity to investigate the alleged non-compliance, and you will if we request you to, return the relevant Products to us for the

purposes of such inspection. All reasonable freight, insurance and shipping costs incurred as a result of such return will be reimbursed by us, unless we find that the relevant Products comply in full with the warranty in clause 10(a)(ii); and

- (ii) you must notify us in writing of the non-compliance within the applicable warranty period, and no later than seven days following the date you first became aware of the non-compliance.

11. **No implied warranties:** You acknowledge that except as expressly provided in these Conditions, we give no warranties in relation to the Products, either express or implied, including but not limited to any implied warranties relating to quality, fitness for any particular purpose or ability to achieve a particular result. All statements, technical information and recommendations about the Products are believed to be reliable, but do not constitute a guarantee or warranty.
12. **Consequential loss:** In no event will we be liable (whether in contract, tort, negligence or in any other way) to you for:
 - (a) loss of revenue or profit, loss of anticipated savings, loss of goodwill or opportunity, loss of production, loss or corruption of data or wasted management or staff time; or
 - (b) loss, damage, cost or expense of any kind whatsoever that is indirect, consequential, or of a special nature, arising directly or indirectly from any Products supplied by us to you, even if we had been advised of the possibility of such damages, and even if such loss, damage, cost or expense was reasonably foreseeable by us.
13. **Maximum liability:** In no event will our total liability under any claim of whatever nature arising directly or indirectly from the Products supplied by us to you exceed the price paid by you for the specific Products to which the relevant claim relates.
14. **Exception:** None of the exclusions or limitations set out in these Conditions will have the effect of limiting or excluding any form of liability where such liability cannot be so limited or excluded under applicable law.
15. **General:**
 - (a) These Conditions embody the entire agreement of the parties in relation to the subject matter of these Conditions and supersede all prior understandings, communications and representations between the parties, whether oral or written.
 - (b) You may not assign, transfer, sub-license or sub-contract any of your rights or obligations under these Conditions, without first obtaining our written consent.
 - (c) No amendment to these Conditions will be effective unless in writing and signed by an authorised representative of us.
 - (d) The United Nations Convention on Agreements for the International Sale of Goods will not apply to the supply of any Products under these Conditions.
 - (e) These Conditions will be governed by the laws of Germany, and the parties submit to the non-exclusive jurisdiction of the Courts of Bochum, Germany.