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QUOTE # OPQQ1178-04

Date: 2012-07-17
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Customer Contact

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Line	Qty	Part #	Description	Unit List	Total
1			eMEGAsim for Power Grid RCP & HIL Testing		
2	1	000-0130-0003	RT-LAB 10.4 Host/Workstation License - Professional Host multiple rate and multi processors/cores, node-locked	10,063 US\$	10,063 US\$
3	1	000-0130-0011	RT-LAB Real-Time Core Licence - Series FX	22,217 US\$	22,217 US\$
4	1	S01-0050	RT-LAB ORCHESTRA Host Development (One host run-time lic. and one ORCHESTRapro target run-time are included)	4,448 US\$	4,448 US\$
5	1	OP5642L	OP5600 HIL Box real-time computer 3.46 GHz , 6 cores (OP5142, Linux)	13,147 US\$	13,147 US\$
6	1	1E96b	Reconfigurable FPGA I/O system (includes the next four lines)	11,624 US\$	11,624 US\$
7		OP5340K1	Analog In with 16 channels, 16 bits, 2.5 us, ±5V up to ±16V		
8		OP5330K1	Analog Out with 16 channels, 16 bits, 1 us, ±1V to ±16V		
9		OP5353K2	Digital Input with 32 channels optocoupler, 4.5V to 30V - 32 Static or PWM Frequency or Time Stamp Digital Input		
10		OP5354K2	Digital Output with 32 channels, Push-Pull, galvan isolation 5V to 30V - 32 Static or PWM Frequency or Time Stamp Digital Output		
11		SUBTOTAL		61,499 US\$
12					
13					
14			TRAINING, CONSULTING AND COMMISSIONING SERVICES		
15	1	TRRTLwL	On-Site Training RT-LAB on basic and advance features (2 days, 1 to 3 trainees)	2,649 US\$	2,649 US\$

Sub-Total	64,148 \$
Shipping & Handling	1,995 \$
Total	66,143.00 US\$



TERMS AND CONDITIONS for QUOTATIONS AND PURCHASE ORDERS

As stated herein, 'Seller' is Opal-RT Technologies Inc. and 'Buyer' is the recipient of the quotation and issuer of the purchase order.

1. GENERAL

- 1.1. Quotations are offered for acceptance within thirty (30) days unless a longer time is specified on the face of the quotation, and if not so accepted within the designated period shall be deemed withdrawn.
- 1.2. All purchase orders are subject to these Terms and Conditions.
- 1.3. The Seller reserves the right to vary these Terms and Conditions on 30 days notice to the Buyer.
- 1.4. In these Terms and Conditions, the expression "Goods" relates to the goods and services, which the Seller proposes to sell or has sold to the Buyer, being the Goods described in the Seller's Quotation and a reference to Goods includes services and electronic products of any kind.

2. ACCEPTANCE OF QUOTATION AND PURCHASE ORDERS

- 2.1. The quotation must be accepted by the Buyer in writing by counter-signature of the quotation for any quotation above \$100,000 US and by electronic confirmation to the Seller for the others.
- 2.2. Seller's acceptance of any purchase order is contingent upon Seller's approval of Buyer's credit.
- 2.3. Acceptance of the Buyer's purchase orders by the Seller does not constitute acceptance of the Buyers' terms and conditions of sale quoted therein, unless specifically authorized with the written consent by the Seller. In the event of the lack of enforcement of the Seller's terms and conditions of sale by the Seller or by the agent of the Seller or by the Seller's subsidiary, neither waiver of the Seller's terms and condition of sales, nor the Seller's acceptance of Buyer's conditions of purchase is to be deemed or implied. In any event, if the Buyer fails to notify the Seller in writing within ten (10) days of the Seller's order acknowledgement that any terms or conditions of that order are unacceptable to the Buyer, the Buyer shall be deemed to have accepted the Contract as set forth in the acknowledgement. Upon acceptance in this manner, the Contract cannot be canceled, revoked, or modified in any particular without the specific written consent of the Seller, after appropriate provision for payment by the Buyer for any additional costs and expenses resulting from such changes.

3. DELIVERY

- 3.1. All delivery dates quoted are estimated, are not guaranteed and do not form a term of this Contract. The Seller undertakes to make every endeavor to adhere to the delivery schedule but will not accept cancellation of Contract for, or liability for, any direct or indirect losses which may arise from late delivery.
- 3.2. Unless otherwise agreed in writing by the Seller, all costs of delivery will be for the Buyer's account.
- 3.3. The Seller is not and will not be liable for any loss or damage however it arises because of any failure to deliver or delay in delivery for any reason including, without limitation:
 - 3.3.1. Act of God, fire, lightning, explosion, or flood; lock-out, strike or other labour difficulty;
 - 3.3.2. shortage or unavailability of raw materials, labour, power supplies or transport facilities; or

failure or inability to obtain licenses or the effect of any applicable laws, orders, rules or regulations of any government or competent authority.

- 3.3.3. Breakage, accident or other damage to or failure of machinery or equipment.

4. DAMAGE OR LOSS IN TRANSIT

All Goods are delivered FOB Seller's facility and the Seller accepts no responsibility past the Seller's facility for damage or loss of Goods in transit. Any such damage should be noted on the carriers paperwork and notified to the Seller within four days of receipt and the Goods held for inspection to enable a claim to be made on the carrier. If the Goods are lost or not received by the Buyer within six days of invoice, the Seller should be immediately notified.

5. PRICE AND QUOTATION

- 5.1. Unless otherwise agreed to in writing by Opal-RT Technologies, all quotations expire 30 days from the date of the quotation. Prices are thereafter subject to change without notice and Goods will be invoiced at the price ruling at the date of dispatch.
- 5.2. All Goods will be charged at the prices ruling at the date of order plus any applicable Goods and Services Tax (GST) which must be paid to the Seller by the Buyer when payment for the Goods is due.
- 5.3. Prices will be rounded to the nearest whole cent in the Seller's invoices.

6. TERMS OF PAYMENT

- 6.1. Payment must be made in cash without deduction within 30 days of the date of invoice or by letter of credit approved by the Seller, unless otherwise provided in the Seller's Quotation or agreed in writing by the Seller or specified by the Seller at the time an order is received.
- 6.2. For Seller's distributors, payment must be made according to distributorship agreement.
- 6.3. The Seller reserves the right to vary the terms of payment and to require payment in cash in full prior to delivery if, at any time, the credit worthiness of the Buyer is, in the Seller's opinion, unsatisfactory. If the Buyer has not paid the Seller in full within 30 days of the payment being due, the Seller may, at its option, rescind the Contract and resell or dispose of the Goods without prejudice to any claims for damages against the Buyer.
- 6.4. Payment of invoices must be received not later than 30 days from the date of invoice, thereafter the Seller reserves the right to charge interest at the rate of 2% per month or part thereof for outstanding amounts owing by the Buyer.
- 6.5. Where payment is not received by the Seller within 30 days from the date of invoice, the Seller may in its absolute discretion:
 - a) *Withhold further supply, activate software time locks and dispose of stock held for the order.*
 - b) *Institute legal action for recovery of outstanding balance plus interest and costs incurred, including legal costs; and*
 - c) *Require the Buyer to pay cash on delivery for any further Goods, and*

- d) *The Seller shall not be liable to the Buyer for any loss or damage resulting directly or indirectly from such action.*

7. CHANGES AND CANCELLATION

- 7.1. If the Buyer makes a change to an order causing a delivery delay or cancels an order less than thirty (30) days prior to scheduled shipment, Buyer shall pay to the Seller a fee equal to 5% of the list price of any Goods affected.
- 7.2. In addition, where any such change causes a delay in delivery of any Goods affected of greater than one (1) month from the proposed date of delivery for the Buyer's original order, the Buyer will be charged an extra 1% per month of the purchase order until final delivery.
- 7.3. If the Buyer cancels an order for any Goods not included in the Seller's current price list, any time after the order is received by the Seller then the Buyer will be subject to that additional charge.
- 7.4. If the Buyer cancels any order or refuses to accept all or any of the Goods in an order other than in circumstances permitted in these Conditions, the Buyer will be liable for any resulting damage or loss suffered by the Seller. If the Goods have been or are in the process of being manufactured or produced specifically for the Buyer, the Buyer will pay to the Seller as liquidated damages the full Contract price of the Goods and any costs incurred by the Seller (including, but without limitation, any GST) less the current scrap value of the Goods as determined by the Seller.

8. LIABILITY

- 8.1. LIMITED LIABILITY: UNLESS OTHERWISE PROVIDED FOR IN THIS CONTACT, UNDER NO CIRCUMSTANCES WILL THE SELLER OR ITS SUB-CONTRACTORS OR SUPPLIERS BE LIABLE TOWARDS THE BUYER OR ANY THIRD PARTY FOR ANY, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, OR CLAIMS OR COSTS OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS (RESULTING FROM A CONTRACTUAL OR EXTRA-CONTRACTUAL FAULT OR FROM NEGLIGENCE), ARISING OUT OF RELATED TO THE GOODS, EVEN IF THE SELLER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT OR CONSEQUENTIAL DAMAGES, AND IT IS POSSIBLE THAT ONE OR MORE OF THE AFOREMENTIONED EXCLUSIONS OR LIMITATIONS WILL NOT APPLY TO THE BUYER. IT IS ALSO POSSIBLE THAT THE BUYER MAY HAVE OTHER RIGHTS, WHICH RIGHTS MAY VARY FROM ONE PLACE TO ANOTHER. UNDER NO CIRCUMSTANCES WILL THE SELLER TOTAL LIABILITY TOWARDS THE BUYER EXCEED THE VALUE OF THE GOODS TO THE BUYER OR THE VALUE OF THE PRODUCT IN DEFECT SUPPLIED BY THE SELLER AND PAID FOR BY THE BUYER
- 8.2. DISCLAIMER: Except in the event of willful misconduct or negligence on the part of Seller, the Seller shall not be liable towards the Buyer for any fault or any direct or indirect damage resulting from:
 - a) the Services conducted or performed by the Seller;
 - b) the work conducted or performed by the Buyer or its representative in collaboration with the Seller using or not the Seller's Goods, and;
 - c) the defect, the use or the results of the use of the Seller's Goods in terms of their correctness, accuracy, reliability or otherwise.

- 8.3. INDEMNIFICATION: The Buyer agrees to indemnify, hold harmless and defend the Seller from and against all damages, costs, losses, claims, causes of actions and lawsuits and expenses, including all claims under a warranty, reasonable attorneys' fees and costs, arising out of Buyer's use of the Goods in any of the following cases:
 - a) hardware or software modifications or additions made to the Buyer's computer equipment which affect the proper operation of the Seller's Goods;
 - b) the introduction of a computer virus into the Buyer's computer equipment which affects the proper operation of the Seller's Goods;
 - c) the migration of the Seller's Goods to a different hardware or software environment;
 - d) the loss of business opportunities or income relating to the operation or failure to operate the Seller's Goods; and
 - e) Unlawful or unauthorized third-party hacking into the Buyer's computer equipment.

9. PATENTS

- 9.1. The sale and purchase of the Goods does not confer on the Buyer any license or rights under any patents, trademarks or copyright which is the property of the Seller.

10. RETURN POLICY

- 10.1. The Seller warrants to the original Buyer and/or ultimate Buyer of the Seller's Goods that if any part thereof proves to be defective in material or workmanship within one (1) year after the delivery of the invoice, such defective part will be repaired or replaced, free of charge, at the Seller's discretion, if shipped prepaid to Opal-RT Technologies Inc. at 1751 Richardson, suite 2525, Montreal, Quebec, Canada, H3K 3G6, in a package equal to or in the original container. The Goods will be returned freight prepaid and repaired or replaced if it is determined by the Seller that the part failed due to defective materials or workmanship. Otherwise, the fees will be charged to the Buyer (see Warranty Policy and Liability on Opal-RT's web site at www.opal-rt.com, under Support, Return Merchandise, click on "[Please read about our RMA procedure and warranty policy](#)"). The repair or replacement of any such defective part shall be the Seller's sole and exclusive responsibility and liability under this limited warranty.

11. PREVAILING CONTRACT

- 11.1. These terms and conditions supersede any and all previous instruments unless otherwise provided by law, and no change or modification of these terms and conditions shall be of any force unless such change or modification shall be executed by an authorized officer of Seller. The terms and conditions of this instrument shall supersede any terms and conditions on any confirmation purchase orders or other documents Buyer may present, the terms and conditions herein being binding. Acceptance of any quotation is limited to the terms and conditions herein.

12. GOVERNING LAWS

- 12.1. This Contract created by Seller's quotation, Buyer's purchase order and Seller's acknowledgement shall be governed by, and construed in accordance with the laws of the province of Quebec and the laws of Canada applicable herein.