



AN AGEAGLE COMPANY

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United States  
officeadmin@ageagle.com

Created Date    11/24/2025  
Expiration Date    12/24/2025  
Opportunity Name

Phone

Prepared By    Erik DeBadts  
Email

Bill To Name    WISPr Systems  
Bill To    WISPr Systems  
              562 Cutting Horse Lane  
              Courtland MS 38620  
              United States

Ship To Name    WISPr Systems  
Ship To    WISPr Systems  
              562 Cutting Horse Lane  
              Courtland MS 38620  
              United States

Item	Rate	Rate	Quantity	Amount
<b>805-00089 REDEDGE-P (REP), RED, MULTISPECTRAL</b> <b>KIT</b> KIT FOR REDEDGE-P MULTISPECTRAL INCLUDES - INCLUDES REP RED, DLS 2, HARD CARRYING CASE AND CRP2	\$7,645.50	\$7,645.50	1	\$7,645.50

<b>Subtotal</b>	\$7,645.50
<b>Discount Total</b>	
<b>Shipping Cost</b>	\$14.09
<b>Tax Total (0%)</b>	\$0.00
<b>Total</b>	<b>\$7,659.59</b>



QUO2009

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## TERMS AND SIGNATURES

\* All prices shown in U.S. Dollars

\*\* Terms and conditions of sale shown on subsequent pages

\*\*\* Customs fees, tariffs, and other import taxes are responsibility of Buyer.

## ORDERS

A Buyer may purchase goods ("Goods") from Seller by executing and delivering to Seller a Purchase Order ("Order"). The Order will be governed exclusively by these Terms and Conditions for Sale of Goods ("Terms and Conditions").

## ACCEPTANCE OF ORDER

Seller shall indicate acceptance of Order only by written acknowledgement made by a Seller's authorized representative. Seller is not obligated to accept any Order and has the right at its sole discretion to decline any Order. Only these Terms and Conditions shall govern with respect to the sale of goods. Seller's failure to object to provisions contained in any document or communication from Buyer will not be deemed a waiver or modification of the Terms and Conditions provided herein. If the Buyer modifies, adds or contradicts any of these terms and conditions, the Seller hereby automatically rejects such changes.

## PAYMENT TERMS

All payments must be made in full (without any withholding, set-off or deduction whatsoever) in the form of a secured financial instrument (examples: certified check, cashier's check, money order, wire transfer).

**Deposit:** Buyer shall pay a deposit equal to 50% of the value of the Order as a pre-requisite to Seller's acceptance of the Order. This deposit is non-refundable except as stated below\*.

**Final Payment:** Unless credit terms are established by the Seller, prior to shipment of goods by Seller, Buyer shall pay an amount equal to the then-remaining balance of the value of the Order. This payment shall be due when Seller informs Buyer that goods referenced in the Order are ready for shipment. Seller reserves the right to fulfill an Order in full or in part. If final payment is not received by Seller within 30 calendar days of the date when final payment is requested, Seller has the right to fulfill other orders by other customers using the goods allocated to Buyer's Order, and Seller reserves the right to cancel the Order without any obligation to refund to Buyer any part of Buyer's deposit.

Title and ownership of all ordered goods shall remain with Seller until the purchase price for goods has been paid in full to Seller. Seller may choose to set up credit arrangements for Buyer. Payment terms for this circumstance shall be defined in the credit arrangement.

Seller may apply any payment received from Buyer against any obligation owed by Buyer to Seller under any Order. Statements or comments on or accompanying payments shall not be binding on either party. Acceptance by Seller of such payments will not constitute a waiver of Seller's right to pursue the collection of any remaining balance and do not constitute a waiver or modification of these Terms and Conditions.

\*In the event that goods associated with an Order are delayed by more than 60 calendar days from the estimated delivery date provided by Seller to Buyer at the time of acceptance of the Order, Buyer has the right to request a refund of the deposit and Seller is obligated to provide a refund of the deposit, or make other equitable arrangements agreed upon by both parties.

## CANCELLATION OF ORDERS

If Buyer cancels the order after it has been accepted, Buyer's deposit shall not be refunded unless expressly approved in writing by Seller. Orders may not be cancelled after delivery by Seller to the carrier.

In the event that: (1) the price of goods is based upon the Buyer purchasing a minimum quantity of Goods and (2) cancellation of products by the Buyer results in a reduction to a lower quantity pricing level, then the price of non-cancelled Goods shall be adjusted retroactively and prospectively to the applicable lower quantity pricing level.

## CHANGES

Buyer may by written notice request changes within the general scope of the Order. Seller, in its sole discretion, will determine whether it can comply with the requested changes and whether such changes would cause an increase in the price of goods, or the time required for delivery of goods, or the affect on the performance of any part of the Order. Seller is entitled to an equitable adjustment of the price of the order caused by the change. Upon agreement of the parties, the Order will be modified to reflect the agreed change, the change to the delivery schedule, and the equitable price adjustment, if any.

## INTELLECTUAL PROPERTY

Seller retains sole and exclusive ownership of all of Seller's intellectual property rights contained in the Goods. No rights of any kind are granted to Buyer.

## REVERSE ENGINEERING

Buyer shall neither reverse engineer, decompile, deconstruct, disassemble, synthesize, or extract any element of and/or otherwise discover any Confidential Information, nor request nor accept any disclosure of confidential information or intellectual property from a third party who reverse engineers, decompiles, deconstructs, disassembles, synthesizes, or extracts any element of and/or otherwise discovers any Confidential Information, nor otherwise attempt to derive confidential information or intellectual property contained or embodied in Seller's goods.

## SOFTWARE LICENSE

All software provided with the Goods (either embedded in the Seller's products or provided as stand-alone software) is proprietary to Seller or Seller's suppliers. With respect to Seller's software, Seller grants Buyer a limited, nonexclusive, revocable license to use the software for its intended purposes only through and in conjunction with the Goods. Buyer agrees that title to any software remains solely and exclusively with Seller. Buyer will maintain all proprietary marks on software provided by Seller. Buyer may transfer this license if transferring the Goods also and if the transferee agrees to comply with the restrictions of this license.

## WARRANTY

This Order is subject to express limitations on Seller's Warranties and Seller's Liability. The sole and exclusive Warranty provided with respect to the Goods purchased and sold hereunder is set forth at [www.micasense.com/warranty.html](http://www.micasense.com/warranty.html), and it may be amended from time to time in Seller's sole and exclusive discretion.

## RETURNED GOODS

No return of Goods will be accepted by Seller without Seller's prior written authorization. Returned goods must be in original manufacturer's shipping cartons complete with all packing materials.

## SHIPMENT AND RISK OF LOSS

Title to the goods shall pass to Buyer upon delivery of the Goods to the carrier for shipment to Buyer. Shipments shall be delivered F.O.B. Seller's Factory (Origin). Buyer shall be solely responsible for, and Seller shall have no liability for, loss or damage after delivery to the carrier. Unless otherwise requested by the Buyer, Seller shall arrange and pre-pay for shipping. The costs of shipping will be billed to the Buyer.

## DELIVERY SCHEDULE

Buyer acknowledges that any delivery schedule provided by Seller is only an estimation of the lead times. Seller will use commercially reasonable efforts to schedule and initiate shipment as close as possible to Buyer's requested delivery schedule but shall not be liable to Buyer for failure to meet any delivery schedule or for the costs to procure or design substitute goods. Seller reserves the right to make deliveries in installments. Delivery of a quantity that varies from the quantity specified in Order shall not relieve Buyer of its obligation to accept deliver and pay for the goods delivered.

## TAXES

All prices exclude applicable taxes, including without limitation, sales tax, use tax, value-added, excise, transfer or other similar taxes or governmental fees, duties and assessments, further including without limitation, local, state and federal tax, import or export duties and taxes, GST, import or export duties, customs, fees, tariffs, and VAT (all of which Buyer shall be solely and exclusively responsible for), but excluding taxes based upon Seller's net income and Seller's payroll taxes. Buyer may furnish Seller with a tax exemption certificate acceptable to the authority imposing the tax on Seller.

## CHOICE OF LAW

The Order shall be governed in all respects by the laws of the State of Washington and the United States of America as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents, without reference or regard to its conflicts of laws provisions. The

parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from application to this Order, and shall not be referenced or applied. This Order shall be construed and interpreted in accordance with Washington's adoption of Article 2 of the Uniform Commercial Code, RCW 62A.2.

#### **WAIVER**

Failure or delay by either Party to exercise or enforce any right conferred by this Purchase Order shall not be deemed to be a waiver of any such right. Further, a waiver, express or implied, by either Party of any default by the other in the observance and performance of any of the conditions, covenants or duties set forth in this Order shall not constitute or be construed as a waiver of any subsequent or other default.

#### **INDEMNIFICATION**

Buyer acknowledges and agrees that Buyer shall be solely responsible for its use of Seller's products. Buyer will defend, indemnify and hold Seller harmless from and against any and all costs, losses, or damages of any kind, including attorney's fees, which Seller may suffer or incur, and from and against any and all claims, demands, costs, losses, or damages of any kind suffered or incurred by the Buyer or others arising from or in any way connected with the Buyer's use of Seller's products.

#### **PARTIAL INVALIDITY AND SEVERABILITY**

If any provision of the Order or the Terms and Conditions including any limitation of warranty or liability, is held by a court or any governmental agency or authority to be invalid, void or unenforceable, such provision shall be modified to the minimum extent necessary to become fully enforceable under applicable law, and comport to the maximum extent possible with the original intent of the Parties, and maintains the economic and other terms to which the Parties originally agreed.

**ENTIRE AGREEMENT** The Order, Terms and Conditions, including any exhibits and attachments hereto, comprise the entire, final and comprehensive understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior proposals, representations, agreements and understandings, whether oral or written, except as stated herein.

I agree to the Terms & Conditions. \_\_\_\_\_

Quote Approved by: \_\_\_\_\_

### **Quote Acceptance Information**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_