



**DJ Instruments**

A DYNISCO COMPANY

# PRICE QUOTATION

37 Manning Road  
Billerica, MA 01821

**Quotation Number:** EJ-20180515-1

Quotation Number to be provided when ordering

## Quotation To:

Contact: Ben Versteeg  
Company: Precision Nano  
Address: Address 1  
Address 2  
Email: bversteeg@precision-nano.com  
Telephone: 8886180031

**Quotation Date:** May 15, 2018

**Terms:** Prepay  
30 Days with approved credit  
**FOB:** Billerica, MA

**Delivery:**

Dear Ben:

Please find below pricing for the sensors you requested

Item	Product	Description	Qty.	Price
1	TBD	MOD DiFi-SS-01-250PSI, with 6 foot cable, Molex 50-57-9406 Connector, 5V Excitation, 0.5V-4.5V differential output	20	\$295 EA
2	TBD	MOD DF2-SS-01-250PSI, with 6 foot cable, Molex 50-57-9406 Connector, 5V Excitation, 0.5V-4.5V single ended output	20	\$249 EA
3	99999999DJ	NRE for Crimp Tooling for Special Connector	1	\$790

### Notes:

- Standard lead time 8-12 weeks ARO for first prototypes for DiFi Sensor. Standard lead time 4-8 weeks for DF2 sensor.
- NRE required for the purchase of sensor with custom connector

DJ Instruments appreciates the opportunity to quote this application. Please do not hesitate to contact us with any further requirements or questions. All quotations and orders are based on DJ Instruments Standard Terms and Conditions of Sale (see below).

Regards,

**Eric James**  
General Manager



37 Manning Road | Billerica, MA 01821  
Office: 978-215-3431  
[Eric.James@DJInstruments.com](mailto:Eric.James@DJInstruments.com)

You may also contact the following DJ Team Members for additional assistance at 978-215-3401:

\*Gradi Rodriguez, Production Manager ([Gradi.Rodriguez@DJInstruments.com](mailto:Gradi.Rodriguez@DJInstruments.com)) for **scheduling, shipping, & expediting**.

\*Tom Botker, Engineering Manager ([Thomas.Botker@djinstruments.com](mailto:Thomas.Botker@djinstruments.com)) for **technical support**.

---

**Terms and conditions of sale are attached.  
Prices are for planning purposes only.**

## TERMS AND CONDITIONS AND LIMITED WARRANTY

All quotations, products and services provided by Dynisco Instruments LLC or any of its affiliates (as applicable, “**Seller**”) to any customer, distributor, original equipment manufacturer, end-user or other purchaser (“**Buyer**”) are furnished only on the terms and conditions (“**Terms**”) stated herein. By ordering and accepting delivery of products from Seller, Buyer agrees to and accepts these Terms and agrees that, unless modified by separate negotiated agreement as provided below, these terms and conditions, together with the item, quantity, price, and similar terms as confirmed in Seller’s order acknowledgement and/or invoice, constitute the entire agreement of the parties, superseding all other communications and documentation. Seller hereby expressly rejects any different or additional terms, preprinted or otherwise, contained or referenced in any purchase order or other documentation furnished by Buyer, whether before or after delivery of the products or services, even if receipt thereof is acknowledged by signature or otherwise. **No modification of these terms shall be effective unless set out in a separate negotiated agreement signed by an authorized officer of Seller.**

**QUOTATIONS & PRICES:** Quotations are valid only for the period specified therein, and may be changed or withdrawn at any time prior to acceptance. Quoted prices are valid only for the quantities, terms and payment schedule specified. Prices do not include, and Buyer is responsible for payment of, any applicable sales, use, value added, goods and services, excise, property, customs, stamp, documentary, import/export, or other taxes, tariffs, fees, duties, permits, withholdings or like charges, whether domestic or foreign, related to the products and/or services provided hereunder. Any such amounts paid by Seller will be added to the applicable invoice and paid by Buyer unless Buyer provides a tax exemption certificate acceptable to the applicable government authority. Prices shown on Seller’s acknowledgment are Seller’s present effective prices. A copy of Seller’s latest prices at time of shipment will be provided upon request.

**PAYMENT TERMS:** All payments due to Seller are due net 30 days from date of invoice, subject to approved credit at time of order invoicing. No discount for early payment is authorized without Seller’s written consent. Seller may modify payment terms or require prior payment, letter of credit, or C.O.D. when, in the opinion of Seller, Buyer’s financial condition or previous payment record so warrants. Should Buyer become delinquent in any payment due, Seller shall be entitled, without notice, to suspend performance until the delinquency is corrected. Future orders will not be confirmed until Buyer’s account is brought current, including any outstanding interest charges. Seller may set off against any sum otherwise due from Seller to Buyer or its affiliates any sums or amounts then due from Buyer and its affiliates to Seller and its affiliates.

**ORDERS & ACCEPTANCE:** Orders must be presented in writing or via electronic means acceptable to Seller, and will be considered accepted only by written or electronic confirmation or by shipment of the products ordered. If the order is a blanket purchase order and Seller accepts in writing any portion of the blanket order or ships any product thereunder, the entire blanket purchase order shall be deemed accepted by Seller and shall be governed by these Terms. Seller reserves the right, without liability, to refuse any order, in whole or in part, or to specify an alternate delivery schedule if orders from all sources exceed Seller’s inventory or ability to deliver. Seller may allocate available inventory and production in its sole discretion. Where orders are placed, acknowledged, and/or invoiced by electronic transmission, the data transmitted will be deemed “in writing” and “signed,” and any printout of electronic transmissions maintained in the ordinary course of business will be considered an “original” and admissible as between the parties to the same extent and under the same conditions as other records maintained in documentary form. Seller shall be entitled to assume that persons placing orders on behalf of Buyer (electronically or otherwise) are authorized to do so and to accept these Terms.

**CHANGE & CANCELLATION:** Changes requested by Buyer after order acceptance must be submitted in writing and are subject to written acceptance by an authorized representative of Seller. Costs and delays resulting from such changes shall be solely determined by Seller and binding upon Buyer. Accepted orders, whether a one-time or a blanket purchase order, may be cancelled by Buyer only with Seller’s prior written consent and only upon payment of such reasonable cancellation charges as Seller may request. Reasonable cancellation charges may include, but are not limited to, handling and storage costs, tooling and work-in-progress expenses. If Seller does not consent to cancellation, Buyer shall pay the full amount of such order. Seller may cancel or delay shipment of any order if Buyer fails to meet any of its obligations as provided herein.

**SHIPMENT & INSPECTION:** Delivery dates indicated on any quotation or order acknowledgment are estimated and are not guaranteed. If products ordered under a blanket purchase order are not released by Buyer within 180 days of Seller’s acceptance of the order, Seller may ship the products and invoice Buyer accordingly. All shipments are FCA Seller’s Designated Facility (Incoterms 2010), and unless otherwise agreed, Seller will select the least expensive method of shipment, taking into consideration the delivery schedule and any special requirements of Buyer’s order. Title shall pass upon issuance of the carrier’s bill of lading and, if not previously accepted, receipt of delivery by or on behalf of Buyer will constitute acceptance of these Terms. Products will be packaged for shipment in accordance with Seller’s standard commercial practices; any special packaging will be provided at an additional charge. Buyer shall bear all risk and expense for delivery of goods, including without limitation shipping, loading, unloading, storage, freight, and insurance, and any special delivery, expediting, installation, special packaging, or other services all of which, if paid or provided by Seller, will be added to the applicable invoice and subject to all terms and conditions of payment set out herein. Buyer shall inspect all products upon arrival and provide written notice to Seller, within five (5) days of arrival, of any claim for shortage or other nonconformance with the terms of Buyer’s order. If Buyer fails to give timely notice, all products shall be deemed to conform to the terms of Buyer’s order and deemed accepted. Use or resale of products in any manner after delivery shall also constitute acceptance. Any claim for loss or damage in transit should be made directly to the delivering carrier.

**FORCE MAJEURE:** Neither party will be liable for non-performance or delay in performance of any obligation to the extent caused by events or circumstances beyond its control, including without limitation fire, flood, acts of God, governmental laws, regulations or orders, strikes or labor disputes affecting Seller or its suppliers, accident, explosion, casualty, embargo, or inability to secure necessary labor, materials or supplies, provided that the party so affected uses reasonable efforts to avoid or remove any causes of nonperformance and continues performance with reasonable dispatch whenever such causes are removed. For delays resulting from any such causes, performance will be correspondingly extended..

**RETURNS AND RESTOCKING FEE:** No returns will be accepted without a return material authorization (“RMA”) number. Other than returns pursuant to valid warranty claims, Seller shall determine, in its sole discretion, whether it will provide an RMA number. To obtain an RMA number, Buyer should call Seller’s customer service department. If given, RMA numbers shall be valid for forty-five (45) days from issuance. Products returned without such approval may be returned to Buyer freight collect. Products returned for credit must have been purchased within 30 days prior to the date of return and must be in the same condition as when they were shipped by Seller, and in the original, unopened packaging. Returned products must be sent by Buyer freight prepaid and properly boxed to prevent damage in transit. SELLER WILL NOT ACCEPT ANY C.O.D. PARCELS. Seller will inspect returned products upon receipt and issue any applicable credits based on the condition of the products and the terms of this policy. Seller may charge a restocking fee of up to twenty-five percent (25%) of the invoice price for all returned products, unless products are returned under a valid warranty claim. After 30 days, all sales are final.

**LIMITED WARRANTY:** Products provided by Seller are warranted in accordance with the following limited warranties. Warranties extend only to the original Buyer and may not be transferred, by operation of law or otherwise. Such warranties are in force only upon payment in full for the products to be warranted. Warranties shall be those in effect on the date of purchase; Seller may alter or terminate its warranties in whole or in part for future product sales at any time, without prior notice. No employee, agent, or other person is authorized to modify, vary, or extend Seller’s warranties as set out herein, nor to assume for Seller any other liability in connection with its products.

**DI Instruments Products:** Seller warrants that all products manufactured by Seller will be free from defects in material and workmanship under normal use in accordance with all applicable product documentation for a period of One (1) Year, calculated from the date of shipment. Notice of any defect, including a reasonably detailed description of the problem or difficulty experienced, must be made to Seller in writing within thirty (30) calendar days following discovery thereof and prior to the expiration of the twelve (12) month warranty period as described above.

**Limited Remedy:** If Seller determines that any product does not conform to the foregoing warranty, Buyer’s sole remedy, and Seller’s entire liability, for breach of the foregoing warranty shall be the repair or replacement, at Seller’s option, of the non-conforming product or part or, if neither is, in Seller’s opinion, commercially feasible, a refund of the purchase price paid for the product. Defective products must be returned to Seller’s plant or a designated Seller service center for inspection. Buyer must prepay all freight charges to return products to Seller’s designated facility, and Seller will return the repaired or replacement products to Buyer freight prepaid. Products returned to Seller for which Seller provides replacement products hereunder shall become the property of Seller. At Seller’s option, replacement of any product may be made by substitution of another product that is substantially similar in form and function. The warranty on repaired or replacement products furnished pursuant to this warranty shall be limited to the unexpired portion of the original warranty period.

**Exclusions:** Seller's warranty does not cover any products that are normally consumed in operation or have a normal life inherently shorter than the warranty period stated herein. Any warranty claim, support claim, or liability is excluded, and Buyer shall be solely responsible, for any claim, damage, or liability arising out of (1) accident, theft, tampering, misuse, abuse, or neglect, including without limitation damage in transit, contamination (by liquid or otherwise), or lack of routine care or maintenance as specified in product documentation (2) misapplication, including without limitation any use of products outside of normal operating conditions, specifications, or environment, or improper use, including without limitation failure to follow Seller's instructions and safety precautions, (3) damage, defects, problems, malfunctions, or failures created by third party products, parts, accessories, software, services, or attachments or their interface with Seller's products, including use or installation of products in conjunction with or interfacing with unapproved accessory equipment or attachments, or (4) acts of God, computer viruses, electrical power surges, or other causes external to the products. Modification, repair, wiring or rewiring or alteration of a product or re-engineering/reprogramming of a product, other than as specifically authorized by Seller in writing, is prohibited and will void all warranties. Buyer is responsible for validation of each specific product application and any use of products as a component of or in conjunction with any products not provided by Seller, including all necessary testing and qualification, and Seller's responsibility shall in all events be limited to repair or replacement of the failed or defective Seller product(s), and shall not include any further liability for, or arising out of, any Buyer or third party products.

**Third Party Products:** Products, equipment and accessories not manufactured by Seller are warranted only by the original manufacturer and only if and to the extent set forth in the original manufacturer's warranty as stated on the product labeling and/or instructions, if applicable.

TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING LIMITED WARRANTY AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS, OR CONDITIONS, WRITTEN OR ORAL, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ADHERENCE TO DESCRIPTION, AND NONINFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. When, under applicable law, implied warranties may not be excluded in their entirety, such warranties will be limited to the duration of the applicable written warranty.

**SOFTWARE:** Any software provided by Seller is provided upon the terms and subject to the conditions set forth in the applicable license agreement provided with the product, the terms of which will prevail over any contrary terms and conditions herein. If any products either constitute or comprise computer software, Buyer will be deemed to have agreed to the terms of any applicable software licenses by installing or using the software (or the product in which it is installed) or opening its packaging. Seller or its suppliers or licensors own all such software and, unless otherwise provided in the applicable license agreement, Seller grants Buyer only a limited, personal, non-transferable, nonexclusive license to use such software in machine readable form and only as part of the normal operation and maintenance of the product(s) with which it is provided. Any rights in and to such software or firmware that are not expressly granted to Buyer are expressly reserved. The license granted to Buyer will terminate when Buyer discontinues use of the products with which such software is provided. Seller does not warrant that the function of the Software will meet Buyers' requirements or that the execution of the Software will be uninterrupted or error free. Buyer is responsible for the use and results obtained from the Software and for providing and maintaining current back-ups and industry standard, updated, virus protection and firewall programs for its systems and data.

**PROPRIETARY INFORMATION:** Buyer acknowledges that the products are based upon and embody various confidential and/or proprietary technology, processes, methods, information, know-how, and trade secrets of Seller. Seller (or its suppliers and licensors, where applicable) shall exclusively own all inventions, technology, techniques, know-how, engineering, and other proprietary information of any kind used or embodied in the products, drawings, designs, specifications, prototypes, and software furnished by Seller to Buyer, all related documentation, materials, and information, written or oral, and all patents, patent applications, copyrights, trademarks, trade names, trade secrets, and other intellectual property rights with respect thereto, and all copies or derivatives thereof in any form ("Proprietary Information"). Buyer shall not acquire or claim any right, title, or interest in, and shall exercise reasonable care to maintain the confidentiality of all Proprietary Information provided by or obtained from Seller, and shall use Proprietary Information solely as required for its authorized use of the products and services supplied by Seller hereunder. Buyer may not copy, adapt, develop, reverse engineer, recast, compile, decompile, translate, disassemble, or create derivative works from any products or documentation provided by Seller, or permit any Representative or third party to do so, or directly or indirectly create or attempt to create, by disassembling, reverse engineering or otherwise, or from any instructions, manuals, schematics, or other information provided or made available by or on behalf of Seller, any products, parts, systems, software, technologies, or other items comparable to or competing with those provided hereunder, or any part thereof, or disclose or use any such information for commercial purposes or in a manner detrimental to Seller. Buyer may not remove, alter, or obscure any copyright, trademark, trade name, logo, government restricted rights, or other proprietary or confidentiality notices or legends from any items provided by Seller. Disclosures of Proprietary Information may be made only to Buyer's Representatives having a specific need to know and a written obligation to protect such information on terms no less restrictive than those contained herein. Buyer shall be responsible for any breach by its Representatives. It is agreed that any breach of this Section may cause Seller irreparable harm for which recovery of damages would be inadequate, and that immediate injunctive or other equitable relief is appropriate and available to Seller to prevent any violation, threatened or actual, of this article, even if monetary damages are available and readily quantifiable, and without proof of actual damage.

**USE RESTRICTIONS AND REQUIREMENTS:** Buyer is responsible for compliance with all applicable laws, regulations, codes, recommendations, and requirements of governmental authorities, including payment of all applicable taxes and duties, and for obtaining all licenses and permits pertaining to the products, their import, export, transfer, sale, disposition, installation, and use, including any use, distribution, or sale thereof as a component of Buyer or third party products, it being understood that Seller makes no warranty of any kind regarding compliance with such requirements. Buyer may not (a) alter, adapt, develop, modify, copy, reverse-engineer, disassemble, create derivative works from, or make any changes to any products or materials provided by Seller, or permit any third party to do so, without Seller's prior written consent; (b) import, export, transfer, service, store, or otherwise handle, distribute or use any product in a manner prohibited by applicable law, including all applicable export control laws and regulations, or contrary to any written warning or instruction given by Seller with respect to such product, its handling, storage, or use in the product documentation, on Seller's website, or otherwise; or (c) make any representations or warranties on behalf of Seller as to the quality, merchantability, fitness for a particular use, or other features of the products. Buyer agrees to indemnify and hold harmless Seller from any and all fines, penalties, claims, losses, damages, costs (including legal costs), expenses and liabilities arising out of Buyer's breach of these Terms.

**LIMITATION OF LIABILITY:** Any action against Seller arising out of or relating to the transactions, Products, and/or Services to which these Terms apply, regardless of form, must be brought within twenty-four (24) months after the cause of action arises or performance hereunder has been completed or terminated, whichever is earlier. SELLER'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE FOR ANY AND ALL CAUSES WHATSOEVER SHALL NOT EXCEED THE PURCHASE PRICE PAID OR PAYABLE TO SELLER FOR THE PRODUCT(S) AND/OR PART(S) GIVING RISE TO THE CLAIM. IN NO EVENT WILL SELLER BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING WITHOUT LIMITATION ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT LOSSES OR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DOWNTIME, LOSS OF USE, LOSS OF BUSINESS OR PROFITS, OR LOSS OF OR DAMAGE TO DATA, EQUIPMENT, OR PROPERTY, HOWEVER CAUSED, WHETHER FORESEEABLE OR NOT, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION NEGLIGENCE AND DETRIMENTAL RELIANCE, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION DOES NOT APPLY TO DAMAGES RESULTING FROM PERSONAL INJURY CAUSED SOLELY BY SELLER'S NEGLIGENCE. Buyer acknowledges that these limitations of liability are a material part of the bargain between the parties and are reflected in product pricing, which would be higher without these limitations.

**FINANCE CHARGES AND COLLECTION EXPENSES:** Amounts past due will bear interest, from the date due until paid in full, at a rate equal to the lower of 1.5% per month or the maximum legal rate, whichever is less, compounded monthly. If Seller deems it necessary to refer an account to an agent or attorney for collection, all costs and expenses of collection (including, without limitation, reasonable attorney fees) will be charged to Buyer's account and accrue interest at the rate stated above.

**GOVERNING LAW:** These Terms and all transactions to which they may apply, including without limitation any disputes arising out of deliveries from Seller to Buyer, shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the United States of America, without giving effect to any conflict of law provision that would cause the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods shall not be applicable to any transactions hereunder, and any applicable international discovery and service of process conventions will be inapplicable.