



ELECTRONIC MANUFACTURERS' AGENTS, INC.

14460 New Falls of Neuse Rd., Ste 149-330, Raleigh, NC 27614

QUOTATION FOR: KNOWLES ACOUSTICS

Contact	Date	Quotation No.
Gary S. Varner, Ph.D.	6/20/2014	JS062014-VADA
Name/Address - Ship To:	Bill To:	
University of Hawaii Watanabe Hall, Room 333 2505 Correa Road Honolulu, HI 96822 808-956-2987/varner@phy.hawaii.edu	same	

On behalf of Knowles Acoustics, EMA is pleased to submit this quotation for your review and consideration.

Terms	Expires	Rep/EMA	FOB	RFQ#	Standard Lead Time
Net 30 OAC	30 Days from Above Date	Joe Sandusky	Origin		10-Wks ARO
Line#	Part Number	Description	Quantity	Unit Price	Comments
1	VT814-210-000-000	2U μ TCA.4 Chassis, 6 AMC Slots; Single 500W AC (UTC017); With JSM; Commercial Temperature Range; No Conformal Coating	2	\$ 3,750.00	
2	UTC004-100-311-100	MCH for μ TCA Chassis (3rd Generation); PCIe Gen 3 w/QSFP+ Uplink; No SFP+ Transceiver; N/A; Built in GPS Receiver + LVCMOS in/Out; Fixed 100MHz HCSL FCLKA Fabric Clock for PCIe routed to backplane CLK3/FCLKA channels; Stratum-3 (TCXO) Clock holdover Stability; JTAG Virtual Probe included; MTCA.0 (Base specification, Air-cooled); Commercial Operating Temp, No conformal Coating	2	\$ 5,341.00	
3	AMC725-112-321-100	μ TCA.4 PrAMC based on Intel Xeon E3; 10GBASE-SR SFP+ Transceiver; 8GB DDR3 ECC Memory; Mid-Size; 32GB FLASH; Qty 2 SSD; 120GB SSD; MicroTCA.1/Micro TCA.4; Commercial Temp (-5C to +55C); No Conformal Coating	2	\$ 3,360.00	

For questions regarding this quotation, or to place an order, please contact your local EMA Manufacturers' Agent:

Joe Sandusky; 407-341-0600; joe.sandusky@emasales.com

Please address purchase orders to: Knowles Acoustics, 1151 Maplewood Dr., Itasca, IL 60143; and Fax or E-mail your order to: Brenda Howard, fax# 407-333-3838; brenda.howard@emasales.com.

Please send current sales tax exempt certificate if applicable.

Prices quoted are in \$USD, and do not include taxes or shipping charges.

Standard Knowles Acoustics, terms and conditions apply.

Thank you for your interest in our product lines. Please visit us on the web at: www.emasales.com



KNOWLES ACOUSTICS TERMS AND CONDITIONS OF SALE

GENERAL: These terms and conditions of sale ("Terms") apply to all quotations issued by and all orders accepted by Knowles Acoustics, a Knowles Electronics, L.L.C. company ("Knowles Acoustics"), 1151 Maplewood Drive, Itasca, IL 60143, telephone number (632) 250-5100. No proposal or request modifying or adding to any of the Terms is binding on Knowles Acoustics unless Knowles Acoustics expressly agrees in writing. Further, the Terms shall supersede and govern any different or additional terms contained in a request or purchase order or otherwise proposed by buyer.

ACCEPTANCE: All purchase orders submitted to Knowles Acoustics by a prospective purchaser ("buyer") are subject to acceptance by Knowles Acoustics. Quotations are valid for 30 days.

TERMS: Subject to establishment of satisfactory credit, and unless stated otherwise on the quotation, terms are net 30 days from date of invoice; no cash discount is allowed. A service charge equal to the lesser of 12 % per month or the maximum permitted by law may be added to all past due amounts. To establish credit, a new customer should forward to Knowles Acoustics credit application and the names of its primary bank and three credit references. Until credit is established, cash or equivalent payments are required. Buyer agrees to provide Knowles Acoustics with such information and authorizes Knowles Acoustics to make such inquiries as necessary to keep buyer's credit information current. If buyer's credit at any time becomes unsatisfactory to Knowles Acoustics, Knowles Acoustics reserves the right to cancel an order or to hold manufacturing or shipments in abeyance until receipt of satisfactory security or cash or equivalent payments in advance. Knowles Acoustics reserves the right to charge buyer any storage or holding fees accrued.

SHIPPING TERMS: Unless otherwise stated on the quotation, prices on all items are F.O.B. Factory, with no transportation or import duty allowed. Delivery dates are based on normal expectancy and are approximate. Partial shipments by Knowles Acoustics are allowed.

MINIMUM BILLING CHARGE: The minimum billing charge is \$50.00 plus transportation costs.

WARRANTY: Knowles Acoustics products are guaranteed against defective material and workmanship for a period of one year from date of invoice. Buyer must notify Knowles Acoustics immediately of any warranty claims. Knowles Acoustics' sole obligation under this warranty is to repair or replace defective product, at Knowles Acoustics' option. The foregoing warranty applies only to the extent of specifications accepted by Knowles Acoustics and does not apply to products subject to misuse, improper installation, operation under conditions for which the product is not designed, disassembly, removal of factory seals, unauthorized repair or modification, neglect or accident and is subject to Knowles Acoustics' verification of defect, in its sole discretion. Products can be returned only after written authorization for return has been received from Knowles Acoustics. Authorized returns must be sent via insured, prepaid freight, to Knowles Acoustics. Items will be sent to buyer freight collect.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND EVEN IF KNOWLES ACOUSTICS HAS BEEN ADVISED THEREOF, KNOWLES ACOUSTICS MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SHALL HAVE NO LIABILITY FOR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND KNOWLES ACOUSTICS' LIABILITY AND BUYERS SOLE REMEDY FOR ANY CAUSE OF ACTION ARISING OUT OF THE SALE, USE, DELIVERY OR NON-DELIVERY OF PRODUCTS, OR UNDER ANY WARRANTY, IS EXPRESSLY LIMITED AS ABOVE PROVIDED.

NON-WARRANTY REPAIRS: Out of warranty repairs will be made on a time and materials basis, provided that prior authorization to proceed with repair is received by Knowles Acoustics. All work will be charged at Knowles Acoustics' then current labor and materials rates. Authorized returns must be sent via insured, prepaid freight and will be returned freight collect. Out of warranty repairs are warranted by Knowles Acoustics under the terms of its standard warranty for 60 days after shipment from Knowles Acoustics.

CANCELLATIONS OR CHANGES IN SPECIFICATIONS: Orders for custom products and orders that have been entered for production may not be canceled. Order cancellations and changes in specifications are subject to acceptance by Knowles Acoustics. Knowles Acoustic and payment of unrecoverable or additional expenses and any profit lost as a result of a cancellation.

PRICES: Each shipment or partial shipment of an order will be priced separately with Knowles Acoustics' prices in effect at the time of shipment. Sales, use, excise, retailer's occupational and other taxes and duties payable or collectable by Knowles Acoustics in connection with an order shall be paid by buyer, either directly or by reimbursing Knowles Acoustics.

CLAIMS FOR ERRORS, SHORTAGES OR REJECTIONS: Fulfillment of an order with a variation of not more than 1% over or under the total quantities ordered shall be deemed compliance by Knowles Acoustics. Knowles Acoustics must be made within 15 days after receipt of shipment. In cases of count errors, units and packing material must be kept intact until Knowles Acoustics or its agent has had the opportunity to inspect the shipment.

CLAIMS FOR DAMAGE OR LOSS IN TRANSIT: All claims for damage or loss in transportation are buyer's responsibility to settle with the carrier. Written notice of each such claim shall be sent to Knowles Acoustics within 5 days of making the claim.

EXCUSABLE DELAYS OR FAILURES: Knowles Acoustics shall not be liable for delays in delivery or failure to manufacture due to causes beyond its reasonable control or due to acts of God, acts of buyer, acts of civil or military authority, priorities, fire, strikes, floods, epidemics, quarantine restrictions, war, riot, delays in transportation and inability due to causes beyond its reasonable control to obtain necessary labor, material or manufacturing facilities. In the event of such delays, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. In the event of reduced production due to any of the preceding causes, Knowles Acoustics reserves the right to allocate such reduced production based upon the delivery schedules in force at the time of the delay.

U.S. PATENT PROTECTION: Knowles Acoustics shall hold buyer harmless against any claim for infringement by Knowles Acoustics' product of a United States patent on the conditions that buyer notifies Knowles Acoustics of any such claim within 5 days of receipt of the first notification of infringement and Knowles Acoustics is given full opportunity to defend or settle any action for patent infringement in its sole discretion.

DISPUTES: Buyer shall pay all costs, expenses and attorney's fees incurred by Knowles Acoustics in enforcing or defending its rights hereunder. This provision is in addition to any rights or remedies available to Knowles Acoustics. Any and all disputes in connection with an order shall be settled by the appropriate court of competent jurisdiction in the State of Illinois, U.S.A., buyer hereby waiving the defense of *forum non conveniens*. All orders and the Terms shall be construed in accordance with the laws of the State of Illinois.

ASSIGNMENT: No order may be assigned by buyer without Knowles Acoustics' prior written consent.

1/12/2000