



**Project Quote: NDH2-060322-SHT**

**Your GoProto Team:**

**Prepared For:**

Customer: Jeff Talbot  
 Company: HHMI Janelia  
 Phone: (703) 282-9593  
 Email: [talbot@janelia.hhmi.org](mailto:talbot@janelia.hhmi.org)  
 Created: 6/6/2022  
 Expires: 7/6/2022

**Group POD Email:**

[QuotesATL@GoProto.com](mailto:QuotesATL@GoProto.com)

**Conventional Manufacturing**  
 (CNC, Sheetmetal, Injection Tooling & Molding)

Trent Grimes, Program Manager

[Trent.Grimes@GoProto.com](mailto:Trent.Grimes@GoProto.com)

(815) 345-1273

**3D Printing / Additive Manufacturing**

(Multijet Fusion, Multi-Material FDM, SLA, etc.)

Diana Villarreal, Project Manager

[Diana.Villarreal@GoProto.com](mailto:Diana.Villarreal@GoProto.com)

(858) 217-4487

**In-Market Sales Support**

Bryce Martel, Business Development Manager

[Bryce.Martel@GoProto.com](mailto:Bryce.Martel@GoProto.com)

(804) 229-0211

TERMS	LEAD TIME TO PARTS SHIP OUT	REP	SHIPPED VIA
See Notes	See Below	BM	FOB GoProto

LINE NUMBER	Part Name	Process	Material	Finish	QTY	Part Price	TOTAL	Lead Time
1	RCBH4-WELDMENT-revA	SHT	SS 316 1.0mm	As Machined + Welding (Could be slight deformation after welding)	20	\$111.00	\$2,220.00	11 Work Days
						Sub Total	\$2,220.00	

**NOTES:**

- Shipping charges and applicable taxes will be added to your invoice. You may provide a Fedex or UPS account number for shipment.
- Quote is in US Currency (Dollars).
- Project can be paid with Credit Card, Electronic Transfer or with Check with US Dollars.
- Orders over \$20,000.00 USD will require a 50% deposit with purchase order. Balance is Net 30.
- New tooling orders require a 50% deposit of tooling cost with PO. Balance due at T1 Shipment. Parts are Net 30.

Respectfully Submitted by:

Bryce Martel  
 GoProto, Inc.  
 Atlantic Region  
 Tel: (804) 229-0211  
 Email: [Bryce.Martel@GoProto.com](mailto:Bryce.Martel@GoProto.com)

**Authorization to proceed:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PO# : \_\_\_\_\_

FPM 7.5.1 -07 rev 04 Pag. A

## ADDITIONAL NOTES AND INSTRUCTIONS

### Terms and Conditions

#### 1. ENTIRE AGREEMENT

The parties agree that there are no understandings, agreements or representations, express or implied, not specified herein, respecting this offer or sale, and that this instrument contains the entire agreement between GoProto Inc. and customer. No prior waiver, course of prior dealing or usage of the trade shall be relevant to supplement or to explain terms used on this agreement.

#### 2. CONTROLLING TERMS

All sales are expressly limited to, and the rights and liabilities of the parties shall be governed exclusively by, the terms and conditions herein. In the event any purchase order or offer from Customer states terms additional to or different from those set forth herein, this document shall be deemed a notice of objection to such additional or different terms and a rejection thereof. Any acknowledgement or shipment of product by GoProto Inc. to customer subsequent to GoProto's receipt of a purchase order or offer from customer shall not be deemed to be an acceptance by GoProto of an offer to contract on the basis of any customer's terms and conditions. Receipt and acceptance by customer of products shall be conclusive evidence of customer's acceptance of the terms and conditions set forth herein as the sole controlling terms and conditions of the contract between GoProto Inc. and Customer.

### 3. ACCEPTANCE ORDERS

GoProto Inc. possesses the exclusive right to accept or refuse any and all orders. No bid, offer, or quotation shall be valid or binding upon GoProto, and no order shall be accepted and no sale shall be final, until such bid, offer, quotation, order or sale shall be acknowledged in writing by the GoProto, Inc. In some cases, minimum order amount might apply.

### 4. PRICES

All prices are subject to change without notice and shall be adjusted to GoProto's prices in effect on the date of the shipment. Shipping and handling will be added to you invoice. All prices are in US Dollars. All tooling and equipment GoProto Inc. produces or acquires for purposes of filling this order shall remain property of GoProto Inc.

### 5. DELIVERY

Delivery dates are estimates and not a guarantee of a particular day of delivery and are based on the prompt receipt of all necessary information from the customer. GoProto Inc. shall not be liable for failure or delay in shipping goods hereunder if such failure or delay is due to an act of God, fire, flood, war, labor difficulties, accident, strikes, lockouts, civil disorders, governmental priorities or embargoes, inability or difficulty in obtaining raw materials or supplies at customary terms and prices or any other causes or failure of presumed conditions of any kind whatsoever which are either beyond the reasonable control of GoProto, Inc. or which would make impracticable the fulfillment of GoProto's obligations hereunder. Customer shall not refuse to accept deliveries if so delayed. GoProto shall be compensated for any extra cost and expenses caused by delays from the customer.

### 6. TRANSPORTATION AND RISK OF LOSS

All shipments are freight collect unless previously negotiated in the current price or on the face hereof. GoProto Inc. reserves the right to select the method and type of transportation. If a method of transportation other than that selected by GoProto Inc. is requested by customer, excess packing, shipping and transportation charges resulting from compliance with customer's request shall be for the customer's account. All shipments are FOB point of shipment and risk of loss shall pass to customer after products are delivered to carrier. Claims damage or loss in transit must be filed by the customer against the carrier.

### 7 CANCELLATION OR MODIFICATION

Customer may not cancel or modify any order, either in whole or in part, without GoProto's prior written consent and then only upon payment to GoProto Inc. for all applicable cost incurred by GoProto, Inc., including, without limitation, cost of materials, labor, equipment and supplies, and for lost profits on cancelled or modified orders. Order changes or additions received after original order has been processed will be treated as a new order.

### 8. TAXES

Any taxes which GoProto Inc. may be required to pay or collect with respect to the sale, including applicable taxes upon or measured by the receipts from the sales thereof, shall be for the account of the customer who shall promptly pay the amount thereof to GoProto Inc. upon demand, or in lieu thereof, furnish GoProto Inc. with a tax exemption certificate acceptable by the authorities.

### 9. WARRANTY AND DISCLAIMER

GoProto Inc. warrants that its products shall be free from defects in material and workmanship under normal use and service for a period of 30 days from date of shipment. Failure by customer to object to or reject products or materials delivered hereunder, in writing within 30 days from the date of the shipment of the products, shall constitute an acceptance and waiver by customer of all claims hereunder on account of alleged errors, shortages, defective workmanship or material, breach of warranty or otherwise, discoverable upon inspection by customer.

### 10. LIMITATION OF LIABILITY

Customer's exclusive remedy on any claim of any kind for any loss or damage arising out of, connected with, or resulting from this contract, or from the design, manufacture, sale, delivery, resale, or repair or use of any products covered by or furnished under the contract, including but not limited to any claim for breach of warranty, negligence, strict liability of the other tort, shall be the repair or replacement. FOB GoProto's factory, as GoProto Inc. may elect, of the product or part thereof giving rise to such claim, except that GoProto's liability for such repair or replacement shall in no event exceed the contract price allocable to the product or part thereof which give rise to claim. GoProto, Inc. shall in no event be liable for direct, indirect, incidental or consequential damages.

### 11. INDEMNITY

Customer agreed to indemnify, defend and hold harmless GoProto Inc. from any claims, loss or damages arising out of or related to GoProto's compliance with customer's designs, specifications or instructions in the furnishing of products to customer, whether based on infringement of patents, copyrights, trademarks or other rights of others, breach of warranty, negligence, strict liability or other grievance.

### 12. PAYMENT

All invoices are due net 30 days from date of invoice unless otherwise specified by GoProto, Inc. If at any time GoProto Inc. deems itself insecure from any cause whatsoever, including but not limited to adverse change in customer's financial condition or impairment of customer's credit, GoProto Inc. may in its sole discretion stop delivery of goods, require advance payment for goods, and/or declare immediately due all indebtedness owed to GoProto Inc., including amounts due hereunder. Annual interest rate on matured, unpaid amounts shall be subject to interest at 5% per cent per annum, but not to exceed the maximum amount of interest permitted by the Law. Credit balances will be applied against future purchases only and must be claimed within one year of creation or they are waived.

### 13. GOVERNING LAW AND ARBITRATION

Any dealings or contract between the parties shall be governed by and construed in accordance with the law of the state of California, excluding its choice of law provisions. Customer and Seller agree that any action, suit or proceeding, arising hereunder or related hereto may be brought in any state or federal court of competent jurisdiction sitting in the State of California and each party submits to the jurisdiction of such courts. Either customer or GoProto Inc. may elect to have any controversy arising under or in any way related to the subject matter hereof decided by arbitration by a single disinterested arbitrator in San Diego, CA USA, in accordance with the commercial rules of the American Arbitration Association then obtaining. The fee for the arbitrator shall be shared equally by the parties. Each party shall bear its own cost and expenses, including attorney fees.

#### 14. EXPORT COMPLIANCE

If the order is for Export from the United States, the customer will be required to provide GoProto Inc. and ultimate End User and End User Statement. And any information that may facilitate compliance with ITAR and/or EAR requirements. For the permanent export of defense articles sold commercially they must be accompanied by purchase documentation (e.g., purchase order or contract, letter of intent, or other appropriate documentation). The customer is agreeing not to sell, transfer, export or reexport any U.S. products for use in activities which involve the development, production, use of stockpiling of nuclear, chemicals or biological weapons or missiles, nor use any of these products in which are engaged in activities related to such weapons.