


QUOTED BY

Naresh Kumar

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QUOTED FOR

Active Sales Co. Inc.

 8743 SORENSON AVE. SANTA FE SPRINGS California 90670

John test

 (222) 536-2563

 test_active@test.com

Quote Date: 11-07-2023

Terms: CREDIT CARD

Quote Number: 2023110700010

FOB: Factory

'SHIP COMPLETE' REQUESTS ARE AVAILABLE BUT MAY AFFECT SHIP DATES. NEED IT SOONER? CALL US! 877.906.2100.

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dfsadas

CONVENIENCE FEE NOTICE: The option to pay Innovative-IDM, LLC via Credit Card is provided to you for your convenience. If you place an order, you will be charged a 3% convenience fee on the total amount. This fee is added to the total charge for the goods/services/freight you purchase. If you do not wish to pay this convenience fee, you can simply pay by CHECK or ACH.

Ln#	Qty	Stock Code / Desc / Cust Stock Code	Lead Time	Source	NCNR*	Unit Price	Line Total
1	1	002-2123-01 PARKER BRKT CARTISIAN 401050XR	TBD	Factory Stock	<input type="checkbox"/>	\$513.33	\$513.33

Lead times are subject to prior sale. Verify lead times when placing orders.

TOTAL: \$513.33

Thank you for the opportunity!

*(Non-cancelable and non-returnable.) Quoted prices are good for 30 days. New/Used/Refurbished quotes are subject to prior sales. Turnaround times are not guaranteed and are subject to part availability. Visit our website for terms and conditions. Innovative-IDM is not responsible for items damaged or lost during shipping. Our warranty does not cover failures caused by over/under voltage, physical damage, or from external causes. Innovative-IDM reserves the right to make final judgement on any warranty claims. Items sent in for evaluation will be stored for 180 days, after which they will be recycled unless otherwise directed.

1. **Innovative-IDM Products and Services.** (a) Products. Innovative-IDM, LLC ("Innovative-IDM") will sell to Customer the Products as listed in the Proposal. (b) Software Products. To the extent the Products purchased by Customer include or incorporate Software, Customer is granted a non-exclusive, non-transferable license to use the Software, but only in conjunction with the Products purchased hereunder and as provided in the applicable software license. Customer receives no title or ownership rights to such Software. Customer will not copy, decompile, disassemble or otherwise modify the Software except as permitted in the Software license. (c) Systems. The Products sold to Customer by Innovative-IDM may be integrated by Innovative-IDM, through its performance of Services at Innovative-IDM's location or at Customer's Premises, into a System. The functions and requirements of the System shall be as set forth on the Functional Requirements Specification included in the Proposal. (d) Services. Innovative-IDM will sell to Customer the Services described in the Scope of Work included in the Proposal. Innovative-IDM's schedule for performing these Services shall also be set forth in the Scope of Work. (e) Terms and Conditions. All Products or Systems sold to, and Services furnished to, Customer by Innovative-IDM shall be subject to the Standard Terms and Conditions. No additional or different terms set forth on Customer's purchase order, acknowledgment or other forms of correspondence shall govern any sales of Products or Services by Innovative-IDM to Customer, unless approved in writing by Innovative-IDM.
2. **Delivery and Installation by Innovative-IDM.** (a) Innovative-IDM will deliver the Products F.O.B. Origin, freight prepaid and charged. (b) At the Premises, Innovative-IDM will, when so requested by Customer, install the Products and provide the Services in accordance with the Scope of Work agreed to by the parties. (c) Innovative-IDM will maintain all work areas at the Premises in a neat and orderly condition. (d) Title and all risk of loss to the Products shall pass to Customer at the time of delivery thereof to the carrier for shipment. If any Products shall arrive at Customer's destination in a damaged condition or should any shortage exist, Customer shall immediately notify the carrier and Innovative-IDM and, in the case of damage permit a joint inspection by representatives of the carrier and Innovative-IDM. (e) Shipping dates will be established by Innovative-IDM as accurately as conditions will permit, but in no event will Innovative-IDM be liable for or assume any obligation with respect to any delays which may occur in delivery or shipment of Products.
3. **Customer Obligations.** (a) Items Required for Installation. In connection with Innovative-IDM's installation of the Products or System, and performance of Services, at the Premises, Customer will furnish any conduit, holes, wireways, plans, equipment, space, temporary and permanent power and other utilities, and all other items and services reasonably required for the installation/integration of the products and the other Services to be provided in accordance with the Scope of Work. Innovative-IDM will rely on all information provided by Customer and will not be responsible or held liable for any damages or costs that result from errors or omissions in such information. (b) Preparation for Installation. Customer will prepare the Premises and will coordinate the relocation of its work force to accommodate Innovative-IDM's installation personnel, and timely inspect and acknowledge all pre-installation and installation work performed by Innovative-IDM. Customer will move any items which must be moved to enable Innovative-IDM to perform. (c) Safe Work Environment. (1) Customer will provide a safe work environment for Innovative-IDM personnel. Customer's obligations include, but are not limited to: (i) notifying Innovative-IDM, prior to the commencement of any work under this Proposal, of any environmental hazards, including, but not limited to the presence of friable asbestos, which are present in the Premises; (ii) removing or abating, at its expense, the risk posed by any such environmental hazards when required by law or deemed necessary by Innovative-IDM; and (iii) adopting, at its expense, any other work site safety measures required by law or deemed necessary by Innovative-IDM. (2) Notwithstanding any other part of this Proposal: (i) Innovative-IDM shall have the right to suspend performance or to pursue any other remedies provided for under this Agreement where Customer delays or fails to comply with this provision; and (ii) where any of the measures described above are unreasonably expensive, Customer may request that Innovative-IDM suspend its performance until such time as an alternative remedy or course of performance is secured or agreed upon; provided, however, that Innovative-IDM may terminate this Proposal where any such suspension lasts longer than thirty (30) days. (d) Storage of Equipment. Innovative-IDM and/or Innovative-IDM designated subcontractors may store a reasonable amount of Products, materials, tools and other items necessary for the performance of Services on the Premises or in such other secure location(s) as Customer may designate, at no charge. Customer will take reasonable precautions to protect and maintain the integrity of any such items and will accept delivery of any such items delivered to Customer's facilities when Innovative-IDM personnel are not available to accept delivery and place or direct the placement of such items on the Premises or other secure location(s). In the event that the Customer accepts delivery of any items under this Agreement, it will promptly notify Innovative-IDM of the delivery and location of the items delivered. (e) Concealed and Latent Conditions. Innovative-IDM is entitled to increased compensation and/or time for completion where it encounters concealed physical conditions which differ materially from those indicated in any documents provided under this Proposal or otherwise represented by Customer, or latent physical conditions which differ materially from those ordinarily found to exist and generally recognized as inherent in the installation and/or maintenance activities contemplated by this Proposal, where such conditions would materially interfere with, delay or increase cost of performance under this Proposal. (f) Change Orders. Customer may request in writing changes in the Products and Services or the scheduling dates. Innovative-IDM will respond in writing within ten (10) days confirming receipt of Customer's change notice with an assessment of the impact on scheduling and costs. Customer will accept or reject Innovative-IDM's change notice response within ten (10) days. This Proposal will be amended to include any agreed changes when Innovative-IDM's change notice response is signed. Change notices will then be implemented immediately. If Customer rejects Innovative-IDM's response, then Customer and Innovative-IDM will negotiate in good faith to reach agreement. If no agreement is reached, Innovative-IDM will continue to perform the original Scope of Work.
4. **Prices; Payment Terms.** (a) Customer will pay Innovative-IDM the price for the purchase of the Products and the Services as specified in the quote or the Scope of Work, applicable freight charges, plus any applicable taxes. (b) Invoicing. Invoices will be due net 30 days from the date of the invoice, unless otherwise specified in quote. Delinquent payments are subject to a late charge at the rate of one and one-half percent (1½%) per month of the amount due (but in no event may any late charge hereunder exceed the maximum amount permitted under applicable law). Customer will pay Innovative-IDM's attorneys fees and other costs incurred by Innovative-IDM in the collection of any amount invoiced and due hereunder. (c) Change orders. Change orders will be invoiced separately, unless otherwise mutually agreed by the parties in writing.
5. **Acceptance.** (a) General. Following the completion of installation of the Products or System and/or the provision of other Services, the Products or System shall be subjected to the Acceptance Testing, if any, specified in the Scope of Work. When the Products or System have passed the Acceptance Testing criteria in all

material respects, Customer will accept the Products or System and document such acceptance by signing a Certificate of Acceptance in the form furnished by Supplier. (b) Beneficial Use. In the event Customer does not accept the Products or System, it will give Innovative-IDM prompt written notice specifying the material nonconformity giving rise to the rejection and allow Innovative-IDM the right to cure within a reasonable time and manner. In the absence of written notice to Innovative-IDM of any material nonconformity within ten (10) days following completion of any Acceptance Testing, or if none, installation or in the event Customer deploys the Products or System for its beneficial use, the Products or System will be deemed accepted by Customer.

6. Warranty. (a) Repaired Products. Innovative-IDM's exclusive warranty as to Products is that the Products will be free from defects in materials and workmanship for a period of twelve months from the date of sale by Innovative-IDM (or such other period expressed in writing by Innovative-IDM). Innovative-IDM disclaims all other warranties, express or implied. (b) New Products. Innovative-IDM's exclusive warranty is that any new product supplied by Innovative-IDM, which is manufactured by others, is warranted only to the extent of the manufacturer's warranty. This warranty will be furnished upon request. (c) Systems. Innovative-IDM exclusively warrants that on date of shipment to purchaser, its products will be free from defects in workmanship and material. If any lapse in Innovative-IDM's workmanship leads to the damage or destruction of any component(s) included in the product manufactured by Innovative-IDM, the first set of damaged component(s) will be covered by this warranty. Innovative-IDM is not responsible for any damage to components(s) or otherwise by troubleshooting efforts by any personnel not employed by Innovative-IDM. If within 12 months from date of shipment unless otherwise stated in an Extended warranty contract, should any failure to conform to this warranty appear, the Corporation will repair or replace such products or components that are promptly returned to Innovative-IDM; and determined by the Innovative-IDM to be defective. Innovative-IDM will not assume any responsibility for removal, installation, or expense incurred in shipping the product to and from the repair point. Consumables or items with a useful life affected by factors other than defective equipment such as fuses and filters are not covered by this warranty. The foregoing warranty is exclusive and in lieu of all other warranties of quality, express or implied, and all other warranties including any warranty of merchantability or fitness for a particular purpose are hereby disclaimed. The foregoing warranty shall not apply to any product that has been improperly repaired or altered, subjected to misuse, misapplication, negligence or accident, or used in a manner contrary to manufacturer's directions. (d) Software Products. Innovative-IDM's exclusive warranty is that the Software Products will functionally conform to the specifications and documentation for such Products. No warranty is made that any Software Products will run uninterrupted or error free. Innovative-IDM disclaims all other warranties, express or implied. (e) Services. INNOVATIVE-IDM SERVICE IS SOLD ON A "BEST EFFORT" BASIS AND THEREFORE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INNOVATIVE-IDM EXPRESSLY DISCLAIMS ANY AND ALL GUARANTIES, REPRESENTATIONS, OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT RELATED TO THE SERVICES PROVIDED BY INNOVATIVE-IDM TO CUSTOMER REGARDING THE ACCURACY OF OR COMPLETENESS OF THE SERVICES PROVIDED BY OR HE INFORMATION OBTAINED FROM THE SERVICES PROVIDED BY INNOVATIVE-IDM. IN PARTICULAR, INNOVATIVE-IDM MAKES NO GURANTIES, REPRESENTATIONS, OR WARRANTIES THAT: (I) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS; (II) THE SERVICES WILL BE TIMELY, UNINTERRUPTED, SECURE, OR FREE FROM ERRORS, LOSS, OR OMISSIONS; (III) ANY INFORMATION OBTAINED BY CUSTOMER AS A RESULT OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (IV) THE SERVICES PROVIDED BY INNOVATIVE-IDM, OR THE DATA OBTAINED THEREFROM, WILL BE APPLICABLE OR RELEVANT TO THE CUSTOMER AFTER THE DATE IN WHICH THE SERVICES WERE PROVIDED BY INNOVATIVE-IDM; AND (V) ANY DEFECTS OR ERRORS IN THE SERVICES PROVIDED TO CUSTOMER AS PART OF THE SERVICES WILL BE CORRECTED. ANY RESULTS, INFORMATION, OR MATERIAL OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES PROVIDED BY INNOVATIVE-IDM SHALL BE USED BY CUSTOMER AT ITS OWN DISCRETION AND RISK. (f) Limitations. INNOVATIVE-IDM MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, ABOUT NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCTS. BUYER ACKNOWLEDGES THAT IT ALONE HAS DETERMINED THAT THE PRODUCTS WILL SUITABLY MEET THE REQUIREMENTS OF THEIR INTENDED USE. Innovative-IDM further disclaims all warranties and responsibility of any type for claims or expenses based on infringement by the Products or otherwise of any intellectual property right. All causes of action against Innovative-IDM shall expire unless brought within 1 year of the time of accrual thereof. An adjustment made under warranty does not void warranty, nor does it imply an extension of the original 12 month warranty period. Products serviced and/or replaced on a no-charge basis during the warranty period carry the remaining portion of the original warranty only. (g) On-Site Warranty Work for all Products and Services. In the event the purchaser requests on-site warranty work, the purchaser must approve and supply a written purchase order prior to work and/or travel commencement at Innovative-IDM's standard service rate schedule. This warranty may be modified only by writing signed by an officer of Innovative-IDM and shall extend to the purchaser as defined in this section and to no one else. (h) Customer Remedy. (i) Products and Systems. Innovative-IDM's sole obligation hereunder shall be, at Innovative-IDM's election, to (1) replace (in the form originally shipped with Customer responsible for labor charges for removal or replacement thereof) the non-complying Product, (2) repair the noncomplying Product, or (3) repay or credit Customer an amount equal to the purchase price of the Product; provided that in no event shall Innovative-IDM be responsible for warranty, repair, indemnity or any other claims or expenses regarding the Products unless Innovative-IDM's analysis confirms that the Products were properly handled, stored, installed and maintained and not subject to contamination, abuse, misuse or inappropriate modification. Return of any Products by Customer must be approved in writing by Innovative-IDM before shipment. Innovative-IDM Companies shall not be liable for the suitability or unsuitability or the results from the use of Products in combination with any electrical or electronic components, circuits, system assemblies or any other materials or substances or environments. Any advice, recommendations or information given orally or in writing, are not to be construed as an amendment or addition to the above warranty. (ii) Services. No remedy as sold on a "Best Effort" basis.
7. Limitation of Liability. INNOVATIVE-IDM, ITS AFFILIATES, OFFICERS, MEMBERS, ASSIGNS, EMPLOYEEES, AND/OR REPRESENTATIVES SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR Innovative-IDM Quote Date: 01/19/2023 Quote Number: 202301190024.2 Terms: NET 45 Upon Approval FOB: Factory Alecia Anthony Dal-Tile Corp - Sunnyvale 359 CLAY ROAD SUNNYVALE, TX 75182 (214)309-3108 Quoted By Email: Cyrus.Jahani@iidm.com Phone: 214.256.7616 Cyrus Jahani Innovative-IDM.com orders@iidm.com Fax: 214.574.9503 Customer Service: 877.906.2100 CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, OR PRODUCTION OR COMMERCIAL LOSS IN ANY WAY CONNECTED WITH THE PRODUCTS OR SERVICES PROVIDED BY INNOVATIVE-IDM, WHETHER SUCH CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE OR STRICT LIABILITY, OR IN ANY WAY RELATED TO THE SERVICES PROVIDED BY INNOVATIVE-

IDM. FURTHER, IN ANY SITUATION IN WHICH INNOVATIVE-IDM IS FOUND LIABLE FOR DAMAGES, THE TOTAL AGGREGATE LIABILITY OF INNOVATIVE-IDM, ITS AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, PRINCIPALS, AND REPRESENTATIVES TO CUSTOMER, AND ALL PERSONS ACTING BY, THROUGH, OR UNDER CUSTOMER, SHALL NOT EXCEED, IN THE AGGREGATE, THE INDIVIDUAL PRICE PAID BY CUSTOMER FOR THE PRODUCTS, SOFTWARE PRODUCTS, SYSTEMS AND/OR SERVICES ON WHICH LIABILITY IS ASSERTED.

8. Confidential Information. During the term hereof, each of Innovative-IDM and Customer acknowledge that they will receive Confidential Information from or about the other party. As used herein, "Confidential Information" includes trade secrets, new product information, technical data and know-how, instructional and operating manuals, financial information, marketing and sales data and plans, and any other proprietary information relating to a party or any affiliate. Each party shall use reasonable care to protect the confidentiality of Confidential Information disclosed to it by the other party during the term of this Proposal. Neither party shall, at any time (including after termination hereof) directly or indirectly (i) disclose any Confidential Information to a third party or (ii) make any use for its own benefit any Confidential Information which was acquired by it at any time during this Proposal. The foregoing shall not apply to information that (1) is already or independently in possession of a party; (2) is received by a party from a third party; (3) is or becomes publicly available through no act of a party; (4) is disclosed with the party's consent; or (5) is required to be disclosed pursuant to an order issued by a court or regulatory agency. 8.
9. Force Majeure. Innovative-IDM shall not be liable for any delay or failure in delivery resulting from causes beyond its control, including earthquakes, fires, floods, strikes or other labor disputes, shortage of labor or materials, accidents to machinery, acts of sabotage, riots, delay in or lack of transportation or the requirements of any government authority.
10. Governing Law. This Proposal is governed by Texas law (without regard to conflict of law principles). Applicable state or federal courts in Texas shall have exclusive jurisdiction for any dispute or other matter related hereto. In any event, each party waives trial by jury. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any transactions between the parties.
11. Assignment. This Proposal may not be assigned by Customer, whether voluntarily or by operation of law, without the written consent of Innovative-IDM.
12. Severability. If any provision hereof is rendered ineffective or invalid, such provision shall not invalidate any other provision.
13. Export Controls. Customer acknowledges its obligations to control access to technical data and equipment under the U.S. export laws and regulations and agrees to adhere to such laws and regulations and any license(s) issued thereunder with regard to any technical data or equipment received under this order.
14. Definitions. The following words have the prescribed meanings: "Acceptance Date" means with respect to Products or Systems the date that the products or Systems have satisfactorily completed the applicable Acceptance Testing, or if earlier the date such products or Systems are deemed to have been accepted under Section 5(b) of these Terms; "Acceptance Testing" means the acceptance testing for the products or Systems, if any, as specified in the Scope of Work; "Equipment" means the equipment and software set forth in the Scope of Work; "Premises" mean the Customer's facility or location specified in a quote or in the Scope of Work where the Products or Systems will be installed or Services performed; "Confidential Information" means the proprietary or confidential information of either party as described in Section 9 of these Terms; "Services" mean the services, including Thermal Imaging services, to be provided by Innovative-IDM which are described in the Scope of Work; "Software" means the computer programs supplied by Innovative-IDM, including any hardwired logic instructions, micro code and other computer instructions that are provided with the Products or Systems or separately, as set forth in the Scope of Work; "Functional Requirements Specification" means the functions and requirements of a System as furnished by Customer and included herewith as part of the Proposal; "Scope of Work" means the duties of Innovative-IDM and Customer as described in the scope of work included herewith as part of the Proposal; "Proposal" means that certain proposal for Products and Services prepared by Innovative-IDM and submitted to Customer herewith, of which these Terms are a part; "Innovative-IDM Companies" (or similar words) mean Innovative-IDM Corporation and any direct or indirect subsidiary or affiliate thereof