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Quotation Date: 04-MAY-2011  
Quote Valid Until: 22-MAY-2011  
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Contact No: 6601910

**Quotation No. 1520631**

Please indicate the above quote number when ordering for faster processing.

Line No.	Qty.	Part Number	Description	List Price	Unit Price	Net Price
1	1	<a href="#">778348-01</a>	NI PCI-4472, 24 Bit Sigma-Delta ADCs, 102.4 kS/s Max Samp Rate 8 Input Simultaneous, Anti-Aliasing Filters, IEPE 110 dB Dynamic Range Standard Delivery time: 5 - 10 business days ARO. Country of Origin: Hungary	\$ 3,999.00	\$ 3,999.00	\$ 3,999.00
2	1	<a href="#">778705-01</a>	NI PCI-6722, 8-Channel Analog Output Board Standard Delivery time: 5 - 10 business days ARO. Country of Origin: Hungary	\$ 899.00	\$ 899.00	\$ 899.00
3	1	<a href="#">776249-02</a>	RTSI Bus Cables for 2 PCI or AT/ISA Devices Standard Delivery time: 5 - 10 business days ARO. Country of Origin: United States	\$ 29.00	\$ 29.00	\$ 29.00
<b>Sub-Total:</b>				<b>\$ 4,927.00</b>		<b>\$ 4,927.00</b>
<b>Shipping and Handling:</b>						<b>\$ 17.95</b>
<b>Total:</b>						<b>\$ 4,944.95</b>

Currency quoted in: U. S. Dollars

To ensure the highest quality service in order processing and support after delivery, please provide end-user information with your purchase order.

**Additional Information:**

- Payment Terms: Net 30
- Freight Terms: NI Weight Based Shipping

Unless expressly indicated by NI herein, all sales are subject to the enclosed National Instruments terms and conditions of quotation and sale. National Instruments shall not be bound by any conflicting or additional Terms and Conditions. Standard shipping dates are based on product availability at time of quotation and are subject to change without notice. Not all products produced by National Instruments are made in the U.S.A.

Yours sincerely,  
**National Instruments**

**Nicole Link**

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Customer and National Instruments ("NI") agree that the purchase and sales of NI hardware and software products ("the Products") and NI hardware and software services and support (the "Services") are made under these terms and conditions, and that NI SHALL NOT BE BOUND BY CUSTOMER'S ADDITIONAL OR DIFFERENT TERMS. Customer's order and purchase of the Products and Services shall constitute acceptance of these terms and conditions.

1. **TITLE.** Title to the Products shall pass at NI's plant. NI retains a security interest and right of possession in the Products until Customer makes full payment.
2. **TAXES.** Product prices are exclusive of, and Customer shall pay, applicable sales, use, service, value added or like taxes, unless Customer has provided NI with an appropriate exemption certificate for the delivery destination acceptable to the applicable taxing authorities.
3. **PRICES AND PAYMENT.** All quotations shall expire thirty (30) days from date of issuance, unless otherwise set forth on the quotation or agreed in writing. Customer shall make payment in full prior to or upon delivery by cashier's check, credit card, or money order, unless NI approves Customer for credit terms. If NI approves Customer's credit application, payment shall be due no later than 30 days from the date of NI's invoice. All sums not paid when due shall accrue interest daily at the lesser of a monthly rate of 1.5% or the highest rate permissible by law on the unpaid balance until paid in full. Except for Canada where payment shall be in Canadian Dollars, payments for orders accepted in the United States shall be made in U.S. Dollars. In the event of any order for several units, each unit(s) will be invoiced when shipped. Exceptions will be made for government purchase orders.
4. **ORDERS.** All orders are subject to acceptance by NI. NI's booking of an order shall constitute its acceptance of an order.
5. **DELIVERY.** NI shall deliver the Products to a carrier at NI's plant. Customer shall pay all applicable freight charges. On Products sold to Customers in the United States, Canada, and Mexico, NI shall prepay all freight charges and other necessary fees and shall bear the risks of carrying out customs formalities and clearance; NI will invoice the customer for applicable charges as shipping and handling fees. Orders are entered as close as possible to the Customer's requested shipment date, if any. Shipment dates are scheduled after acceptance of orders and receipt of necessary documents. Claims for shipment shortage shall be deemed waived unless presented to NI in writing within forty-five (45) days of shipment.
6. **LIMITED WARRANTY.** NI hardware Products are warranted against defects in materials and workmanship for one (1) year from the date NI ships the Products to Customer ("Delivery Date"). All software Products are licensed to Customer under the terms of the appropriate National Instruments license. For a period of ninety (90) days from the Delivery Date, NI software Products (when properly installed on NI hardware Products) (a) will perform substantially in accordance with the accompanying written materials, and (b) the medium on which the software product is recorded will be free from defects in materials and workmanship under normal use and service. Any replacement of a licensed software product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Customer must obtain a Return Material Authorization number from NI before returning any Products under warranty to NI. Customer shall pay expenses for shipment of repaired or replacement Products to and from NI. After examining and testing a returned product, if NI concludes that a returned product is not defective, Customer will be notified, the product returned at Customer's expense, and a charge made for examination and testing. This Limited Warranty is void if failure of the Products has resulted from accident, abuse, misapplication, modification, improper calibration by Customer, Customer supplied third party software not intended for use with the applicable NI software, utilization of an improper hardware or software key or unauthorized maintenance or repair.
7. **CUSTOMER REMEDIES.** NI's sole obligation (and Customer's sole remedy) with respect to the foregoing Limited Warranty shall be to, at its option, return the fees paid or repair/replace any defective Products, provided that NI receives written notice of such defects during the applicable warranty period. Customer may not bring an action to enforce its remedies under the foregoing Limited Warranty more than one (1) year after the accrual of such cause of action.
8. **RETURN/CANCELLATION/CHANGE POLICY.** Customer may return unwanted Products within thirty (30) days of the Delivery Date. Customer shall pay a fifteen percent (15%) restocking charge on any unwanted Products returned to NI. No returns will be accepted after the thirty (30) day period has expired. Where special equipment or services are involved, Customer shall be responsible for all related work in progress; however, NI shall take responsible steps to mitigate damages immediately upon receipt of a written cancellation notice from Customer. A Return-Material Authorization number must be obtained from NI for return of any Products. NI may terminate any order if any representations made by Customer to NI are false or misleading. Changes to orders shall not be binding upon nor be put into effect by NI unless confirmed in writing by NI's appropriate representative.
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14. **ACKNOWLEDGMENT/GOVERNING LAW.** Customer acknowledges reading these Terms and Conditions, understands them and agrees to be bound by them. A waiver of any provision of this agreement shall not be construed as a waiver or modification of any other term hereof. With respect to all orders accepted by NI in the United States, disputes arising in connection with these Terms and Conditions of Sale shall be governed by the laws of the State of Texas without regard to principles of conflicts of laws. With respect to all orders accepted by NI outside the United States, disputes arising in connection with these Terms and Conditions of Sale shall be governed by the laws of the country and locality in which NI accepts the order without regard to principles of conflicts of laws.
15. **EEO COMPLIANCE.** As applicable, Customer shall comply with the following Equal Employment Opportunity requirements: 41 CFR sec 60-1.4(a), Equal Opportunity; 41 CFR sec 60-250.5, Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era; and 41 CFR sec. 60-741.5, Equal Opportunity for Workers with Disabilities.
16. **SERVICES. Limited Warranty.** NI warrants that Services will be performed in a good and workmanlike manner. Except as expressly stated in the preceding sentence, NI makes no express or implied warranties with respect to the Services, including but not limited to (a) any warranty relating to third-party products or (b) any warranty concerning the results to be obtained from the Services or the results of any recommendation NI may make, including without limitation any implied warranties concerning the performance, merchantability, suitability, non-infringement or fitness for a particular purpose of any of the deliverables or of any system that may result from the implementation of any recommendation NI may provide. In order to receive warranty remedies, deficiencies in the Services must be reported to NI in writing within 90 days of completion of the Services. **Limitation of Liability.** NI is not liable for any incidental, indirect, special, or consequential damages arising out of or in connection with the Services provided by NI, including without limitation loss of use of the Products or any other software or data, including inability to achieve a particular result, even if NI has been advised of the possibility of such damages or even if the damage is the direct result of an instruction or suggestion made by NI. Except for claims that the Services caused bodily injury (including death), NI's total liability arising out of or in connection with any event or series of connected events occurring in connection with the Services shall not exceed the amount of fees paid under the separate written agreement between Customer and NI. These provisions allocate the risks under the separate written agreement between Customer and NI. NI's pricing reflects this allocation of risk and the limitation of liability specified herein. **High Risk Activities.** Customer understands and agrees that NI has not tested or certified its Services for use in high risk applications including medical life support, nuclear power, mass and air transportation control, or any other potentially life critical uses and makes no assurances that the Services are suitable for any high risk uses. **Indemnification.** Customer accepts responsibility for, and agrees to indemnify and hold NI harmless from, any and all liability, damages, claims, or proceedings arising out of (a) the failure of Customer to obtain the appropriate license, intellectual property rights, or any other permissions required to support any Products or NI's performance of the Services, including but not limited to, the right to make any copies or reproductions of any Customer-provided software or (b) any inaccurate representations regarding the existence of an export license or the eligibility for export of software or other materials without a license.
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