



PROCEED WITH CERTAINTY

# AV Quotation

900 Innovators Way, Simi Valley, CA. 93065  
 Telephone (805) 581-2187 • Fax (805) 584-6910  
 www.avinc.com • NASDAQ:AVAV

Quote Date	12/8/2022
Valid-to	1/7/2023
Quote No.	Q-0548.0
Inside Sales	vonsternbergj@avinc.com
B&P No.	
Proposal Name	UGV Quote - EVO Pro Upgrade
Robot Type	

Customer	El Dorado County Sheriff's Department
Customer No.	
Contact	Det. Mike Muckerheide
	+1 (530) 642-4732
	MuckerheideM@edso.org
AV Contracts POC	Gina Driscoll / driscoll@avinc.com
Serial No	

Item #	Quantity	Product Number	Product Description	Lead Time (Days)	Unit Price	Amount
1	1.00	307901	T001/Robo Command MPU5 2.2-2.5GHz US	180	\$58,890.00	\$58,890.00
2	1.00	308208	EOD robot telemax EVO PRO upgrade kit, MPU5 radio, 2-way-audio module, GPS, 'Quadview' function	180	\$33,864.26	\$33,864.26
3	1.00	TRVL	Travel to site	180	\$3,849.67	\$3,849.67
4	1.00	307930	360° camera f. tEOD or EVO a. telemax EVO	180	\$12,051.00	\$12,051.00
5	1.00	AV-91966	Aiming system, optical auto crosshair, pan	180	\$5,665.00	\$5,665.00
6	1.00	130436	Remote Video Streaming, Robo Command, MPU5	180	\$20,305.24	\$20,305.24
7	1.00	Training	Training Labor	180	\$7,396.08	\$7,396.08
<b>Subtotal</b>						<b>142,021.25</b>
Applicable sales tax may be applied at invoicing or at credit card payment						<b>\$9,481.22</b>
Shipping						<b>Included</b>
<b>Order Total</b>						<b>\$151,502.47</b>

Type of Proposal	Firm-Fixed Price (FFP)	Payment Terms	Net30
Freight Terms	FCA-DEST	Berry Amendment	Not applicable
Country of Origin	Germany	Ship-To	200 Industrial Drive Placerville, CA, 95667
Notes to Customer	<ul style="list-style-type: none"> <li>• Our manipulator vehicle Telemax and its accessories are subject to export license. They are classified dual use items, falling into Chapter 1A006A of the European dual use regulation.</li> <li>• These commodities, technology or software are exported from Federal Republic of Germany in accordance with export administration regulation. Diversion contrary to Federal Republic of Germany law is prohibited.</li> <li>• Re-export of the goods to third countries without the approval of the Federal Office of Economics and Export Control (BAFA) of the Federal Republic of Germany is prohibited.</li> <li>• Once imported into the US, any export from the US is subject to the US export administration regulations, which have to be complied with as well.</li> <li>• Prior to shipment, an EUC is required to be in place.</li> <li>• Our manipulator vehicle Telemax and its accessories are subject to export license. They are classified dual use items, falling into Chapter 1A006A of the European dual use regulation.</li> <li>• These commodities, technology or software are exported from Federal Republic of Germany in accordance with export administration regulation. Diversion contrary to Federal Republic of Germany law is prohibited.</li> <li>• Re-export of the goods to third countries without the approval of the Federal Office of Economics and Export Control (BAFA) of the Federal Republic of Germany is prohibited.</li> <li>• Once imported into the US, any export from the US is subject to the US export administration regulations, which have to be complied with as well.</li> <li>• Prior to shipment, an EUC is required to be in place.</li> <li>• Our manipulator vehicle Telemax and its accessories are subject to export license. They are classified dual use items, falling into Chapter 1A006A of the European dual use regulation.</li> <li>• These commodities, technology or software are exported from Federal Republic of Germany in accordance with export administration regulation. Diversion contrary to Federal Republic of Germany law is prohibited.</li> <li>• Re-export of the goods to third countries without the approval of the Federal Office of Economics and Export Control (BAFA) of the Federal Republic of Germany is prohibited.</li> <li>• Once imported into the US, any export from the US is subject to the US export administration regulations, which have to be complied with as well.</li> <li>• Prior to shipment, an EUC is required to be in place.</li> <li>• If customer does not have Sales Tax Exemption, sales tax may be applied at invoicing or at credit card payment.</li> </ul>		

AV TERMS AND CONDITIONS APPLY

**Terms and Conditions - UAS Products & Services**

**1. SCOPE:** The following Terms and Conditions of Sale – UAS Products & Services (the “Terms”) shall apply to all letter quotations or proposals (“Quotation” or “Proposal”) made, and related purchase orders accepted by AeroVironment, Inc. (“AV”) or (“SELLER”) for sales of Unmanned Aircraft Systems (“UAS”) and related products and spare parts (including static or, prototype models) manufactured by AV (“Products”), services, including, service orders, repairs, maintenance, flight services and training for UAS, and/or related systems (“Services”), or software developed by SELLER or a third party and licensed as a component of, or embedded in, the Products, including upgrades thereto (“Software”), by SELLER to a non-U.S. commercial buyer (“PURCHASER”) identified in the accompanying Quotation or Proposal.

**2. PRICES:** SELLER’s Quotation or Proposal constitutes an offer to provide Products, Software and/or render Services upon these Terms. Unless otherwise stated on the Quotation or Proposal, the prices in any Quotation or Proposal: (i) shall be valid for a period of ninety (90) days from its date; (ii) are in U.S. Dollars; (iii) do not include (a) transportation or installation charges, (b) any excise, sales, transfer, use, value-added or like taxes; and any other duties, tariffs, assessments or government impositions of any nature whatsoever which are levied or based upon the payments made, hereunder or arise in connection with this Agreement (“Taxes”), or (c) authorized out-of-pocket and/or travel expenses reasonably incurred by SELLER directly related to its performance of PURCHASER’s requested Services, all of which shall be the additional responsibility of PURCHASER.

**3. TERMS OF PAYMENT:**

(a) Payment terms are net thirty (30) days from date of invoice, unless otherwise stated in a written agreement, for established accounts with SELLER approved credit or as agreed in writing between SELLER and PURCHASER concurrent with order placement. For new accounts, or PURCHASERS without pre-approved credit, or at SELLER’s option, payment shall be by acceptable Irrevocable Letter of Credit (“LC”) denominated in U.S. dollars, pursuant to section (b) below. The acceptance by SELLER of any order is contingent on such SELLER credit approval. Any overdue payments are considered to be delinquent and will bear interest at the rate of 1%/month. In the event SELLER engages the services of any attorney to collect such amounts, PURCHASER agrees to pay reasonable attorney’s fees and costs, incurred by SELLER, whether or not suit is brought.

(b) At least ninety (90) days prior to the contracted schedule date for delivery of Products or performance of Services, PURCHASER shall obtain an LC in a form acceptable to SELLER with a correspondent bank in the United States designated by SELLER. The LC shall be confirmed at least fifteen (15) days prior to the contracted schedule date for delivery of Product or performance of Services and is to be drawn on a bank acceptable to SELLER for the Total Purchase Price less amounts already paid. The LC shall be immediately payable, upon presentation (sight) without any supporting documents other than a copy of the relevant invoice and Certificate of Conformance, if applicable. SELLER is not obligated to begin performance until the LC becomes operative. PURCHASER will increase the amounts and/or extend the validity period(s) and make appropriate modifications to any LC within five (5) business days of SELLER’s notification that such increase or extension is necessary, to provide for payments to become due.

**4. PROTOTYPES.** (a) Use. In the event that PURCHASER has requested, and SELLER has agreed to provide, the delivery of Products which are pre-production units, prototype models, or Products which for any reason whatsoever are not final production units which have successfully undergone all applicable testing and certification processes (collectively, “Prototypes”), PURCHASER expressly agrees and hereby acknowledges that Prototypes may not be suitable for PURCHASER’s specific purposes, are not suitable for use by the general public or third parties other than PURCHASER, are not intended for retail or other resale, and are not to be resold. SELLER reserves the right, in its sole discretion, to recall Prototypes and replace them with final production models of the Products, at no added cost to PURCHASER. (b) Parts Only Warranty. Unless otherwise stated on the Quotation or Proposal or otherwise agreed in writing, Prototypes do not qualify for the Warranty coverage described in Section 9 of these Terms. (c) Release and Waiver. In consideration for SELLER’s agreement to provide Prototypes to PURCHASER,

PURCHASER expressly waives and releases SELLER from any liability, claims, demands, actions or causes of action whatsoever. Article 13 governs Prototypes and for the purposes of Article 13(b), the amount paid by PURCHASER for Prototypes is zero dollars.

**5. DELIVERY:** Unless otherwise stated on the Quotation or Proposal, (a) Products shall be delivered FCA (INCOTERMS 2010) using SELLER’s standard commercial packaging; (b) delivery time is not of the essence; (c) SELLER is not liable for any losses, damages, or claims arising from delay in delivery of Products by causes beyond the reasonable control of SELLER; and (d) AV’s delivery obligations are conditioned upon receipt of an approved export license from the United States Government, if required.

**6. ACCEPTANCE.** PURCHASER acceptance of Products or Services under this Agreement shall occur upon PURCHASER receipt of a SELLER Certificate of Conformance.

**7. CHANGES:** PURCHASER may request changes within the general scope of an open order. If the parties agree to such changes and such changes cause an increase or decrease in the quantity, cost or time required to deliver under such order, an equitable adjustment in the quantity, price and/or schedule, as applicable, will be made, and the order will be modified accordingly in writing and signed by both parties.

**8. TERMINATION:** Orders accepted by SELLER may not be terminated by PURCHASER for PURCHASER’s convenience, except upon written consent by SELLER, and payment by PURCHASER of a sum to be set by SELLER which fairly compensates SELLER for materials, labor, and engineering expenses incurred, plus a reasonable profit for work completed. Either party may terminate an order or this Agreement for a breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure. Upon termination of an order or this Agreement by SELLER for PURCHASER’S breach, PURCHASER shall immediately discontinue use of the Product and return such Product to SELLER.

**9. LIMITED WARRANTY:** Unless otherwise delineated in the SELLER Quotation or Proposal, the following limited warranties apply to this Agreement. (a) **PRODUCT.** Seller warrants that Products provided by SELLER shall be free from defects in materials and workmanship (except for normal wear and tear) for a period of 12 months from delivery. (b) **REPAIRS.** Seller warrants that repairs on Products shall be free from defects in materials and workmanship (except for normal wear and tear) for a period of 90 days from delivery. (c) **SERVICES.** Seller warrants that for a period of thirty (30) days from performance of Services, the Services will substantially conform to the professional and technical standards of the industry. (d) **EXCLUSIVE REMEDY.** PURCHASER must give timely written notice to SELLER of any breach of warranty. PURCHASER’S exclusive remedy and SELLER’S entire liability for breach of the limited warranties set forth in this Article 9 shall be limited, at SELLER’S sole discretion, (i) to repair or replace the Product, (ii) re-perform the Services; (iii) make an equitable adjustment, or (iv) provide a refund up to the total amount paid for the deficient Product. THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**10. INTELLECTUAL PROPERTY:** (a) **Ownership.** All right, title and interest in and to Intellectual property of any kind associated with the Products and Software is reserved to, and belongs to, SELLER. (b) **No Reverse Engineering.** PURCHASER agrees not to directly or indirectly disassemble, decode, peel components, decompile, modify, append, translate, copy, distribute, publicly display, disclose, sell, lease, loan, rent, transfer, assign, sub-license or otherwise reverse engineer or attempt to reverse engineer or derive source code from, or provide to third parties, the Products or Software or any portion thereof, or permit or encourage any third party to do so, or use or acquire any materials from any third party who does so. (c) **Software License.** Subject to these Terms, SELLER grants PURCHASER a non-exclusive, non-transferable license; without right of; sub-license; to use the Software solely (i) with the Products, (ii) for PURCHASER’S own use, and; (iii) as instructed in SELLER’S operation instructions. The Software is owned by SELLER or its licensors, contains confidential and proprietary information of SELLER

**Terms and Conditions - UAS Products & Services**

or its licensors, and is protected by applicable patent and copyright laws and international treaties. PURCHASER receives no other express or implied license or right to the Software under any patent, copyright, trademark, trade secret or other proprietary or intellectual property right. PURCHASER shall receive and maintain the Software in confidence and agrees to use at least the degree of care that it uses to protect its own proprietary information, but no less than reasonable care, to prevent the unauthorized use of the Software outside of this Agreement. PURCHASER's obligations under this Article 10 shall continue indefinitely for as long as the Software continues to be confidential or proprietary to SELLER or its licensors.

**11. CONFIDENTIALITY:** All documentation, training materials and related data pertaining to SELLER's Products and Services are the proprietary and confidential information of SELLER (the "Confidential Information"). PURCHASER shall protect the Confidential Information from disclosure with the same degree of care that a reasonable prudent person would exercise in protecting his or her own confidential information. PURCHASER shall not use any Confidential Information except as is contemplated by this Agreement. PURCHASER shall not copy any Confidential Information without the express prior written consent of SELLER. PURCHASER will promptly return any Confidential Information so copied to SELLER upon request. PURCHASER shall enforce against its employees and agents these obligations of confidentiality, and agrees that a breach of such obligations by PURCHASER or its employees or agents is a material breach of this Agreement. If the parties have executed a separate Non-Disclosure Agreement governing the exchange of proprietary information, those terms are specifically incorporated into these terms. Notwithstanding the foregoing, information disclosed to PURCHASER shall not be deemed to be Confidential Information if PURCHASER can provide credible documentation to show that such information was in the PURCHASER's possession free of any obligation of confidence before SELLER communicated it to the PURCHASER.

**12. FORCE MAJEURE:** SELLER shall not be liable for any loss or damage resulting from failure or delay of performance due to unforeseen circumstances or causes beyond its control, including without limitation, strikes, riots, war, fire, flood, sabotage, acts of God, inability to obtain materials or manufacturing facilities, weather-related transit or shipping delays, or compliance with any law, regulation or order, whether valid or invalid, of any cognizant government body, whether domestic or foreign. Government caused delay in obtaining export/import licenses is deemed a Force Majeure.

**13. LIMITATION OF LIABILITY:** (a) **DISCLAIMER OF CERTAIN TYPES OF LIABILITY:** SELLER AND ITS LICENSORS SHALL NOT BE LIABLE TO PURCHASER FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF PRODUCTS, SOFTWARE OR SERVICES, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT SELLER OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; THESE LIMITATIONS SHALL APPLY, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. (b) **GENERAL LIMITATION OF LIABILITY:** THE TOTAL CUMULATIVE LIABILITY OF SELLER AND ITS LICENSORS HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY PURCHASER UNDER THIS AGREEMENT FOR THE PRODUCT, SOFTWARE OR SERVICE, GIVING RISE TO THE CAUSE OF ACTION. (c) **APPLICABILITY OF DISCLAIMERS AND LIMITATIONS.** The limitations of liability, and disclaimers set forth in this Agreement will apply regardless of whether PURCHASER has accepted Products, Software or Services delivered or performed by SELLER. The parties agree that SELLER has set its fees and entered into this Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. **THESE LIMITATIONS**

**SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

**THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICATION OF LAW IN PURCHASER'S JURISDICTION. PURCHASER MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. SELLER DOES NOT SEEK TO LIMIT PURCHASER'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.**

**14. GOVERNING LAW AND VENUE FOR DISPUTES:** This Agreement shall be governed by the laws of the State of California without regard to its conflicts of law provisions. Venue for any dispute regarding or relating to this Agreement shall be Los Angeles County, California, and PURCHASER expressly consents to the personal jurisdiction of the California state and federal courts. The parties specifically exclude application of the United Nations Convention on Contracts for the International Sale of Goods (CISG), which shall not apply to this Agreement.

**15. COMMUNICATIONS:** All communication and correspondence, including all purchase orders from the PURCHASER related to this Agreement shall be in the English language.

**16. EXPORT CONTROL:** PURCHASER is responsible for notifying SELLER if any aspect of work will require SELLER to access classified information, commodities, technology, information, and/or software purchased or licensed hereunder may be exported and re-exported by PURCHASER, solely in accordance with the U.S. Export Regulations, including but not limited to, the Export Administration Regulations and International Traffic in Arms Regulations, as applicable. Diversion contrary to U.S. law is prohibited.

**17. OFFSET CREDIT/COOPERATION:** This Agreement may have been entered into in direct support of SELLER's international offset program(s). All offset benefit credits resulting from this Agreement are the sole property of SELLER to be applied to the offset program of its choice. PURCHASER agrees to assist SELLER in securing appropriate offset credits from the respective country government authorities.

**18. ORDER OF PRECEDENCE:** The various documents constituting this Agreement shall, insofar as is possible, be interpreted so as to be consistent with one another. In the event that a conflict or ambiguity arises in the interpretation of this Agreement, said conflict or ambiguity shall be resolved in accordance with the following order of precedence, with the first listed item having a higher precedence than later listed items: (a) These Terms; (b) provisions required by statute or regulation; (c) Quotation or Proposal; (d) Statement of Work; (e) Specifications; (f) Drawing(s); and (g) purchase order terms (excluding pre-printed terms).

**19. ENTIRE AGREEMENT:** This Agreement constitutes the entire, complete and fully integrated agreement between SELLER and PURCHASER with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous oral or written agreements, course of dealing or understandings relating to that subject matter. If any provision of these Terms is held invalid, void or unenforceable for any reason, that provision shall be severed and all other provisions of these Terms shall remain valid to the extent permissible under law. Under no circumstances shall any pre-printed, additional or different terms or conditions on PURCHASER's purchase orders or invoices, SELLER's sales or marketing materials, or other business documents apply to Products purchased under this Agreement. This Agreement shall only be modified by a document signed by both PURCHASER and SELLER.