QUOTE

elphel Inc.
electronics photo-electronics

1455 W. 2200 S., Suite 205
West Valley City, Utah 84119
USA

Phone	+1(801) 783-5555
Fax	+1(801) 812-8267
Email	info@elphel.com
Contact Name	Olga Filippova

Date:	10/01/2021
Quote No:	MNC393-1142
Valid for:	30 days
Delivery:	10/22/2021
Payment Terms:	Net 30

Bank Info   Account 7833030245 in Wells Fargo Bank,N.A.
420 Montgomery San Francisco, CA 94104, USA, Routing number:121000248,
SWIFT: WFBIUS6S

Prepared For

Nick HAUSER
ANSTO
Accounts Dept.
Locked Bag 2001, Kirrawee DC NSW 2232, Australia
phone: 02 97179474
email: nha@ansto.gov.au

Ship To

ANSTO
Bragg Neutron Scattering
C/- Main Store, Bld 60
New Illawarra Road
LUCAS HEIGHTS NSW 2234
AUSTRALIA

phone: 02 97179474

Item Code	Item Description	Quantity	Price	Discount %	Total
NC393-Dev-0	NC393-Dev Camera w/o SFE	1	1,850.00		1,850.00
0353-01-53	103384 FPC 70mm	3	5.00	100.0%	0.00
0353-01-56	103386 FPC - 100mm	3	5.00	100.0%	0.00
353-70-20	353-70-20 5mm CS-mount to C-mount Adapter Ring	2	10.00		20.00

Sub-total	1,870.00
Shipping	125.00
TOTAL QUOTE	**1,995.00**

All amounts stated in - USD

Manufactured in the USA

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Page 2

TERMS AND CONDITIONS OF SALE AND DELIVERY

(last change: November,22, 2011)

Preamble

The following General Terms and Conditions of Elphel, Inc. (hereinafter "the Company") govern all relationships between Elphel, Inc. and its clients (hereinafter "the Client") for the purchase of the Goods and Accessories described, unless mandatory legal provisions or an individual written agreement provides otherwise.

The Client expressly waives the applicability of her/his own general terms and conditions.

The Accessories are under the original manufacturer warranty. The Goods are FCC certified, but not CE certified and are sold for research, development and testing purposes only.

The Goods are sold Ex Works (prepay all costs including shipping) from the Company's office.

1. Licenses

Product includes software code that is developed at Elphel as well as multiple third party programs. All of the Elphel code is subject to the terms and conditions of the GNU GENERAL PUBLIC LICENSE Version 3, the circuit diagrams, printed circuit board layout files and other hardware documentation is subject to the terms and conditions of the GNU FREE DOCUMENTATION LICENSE Version 1.3. The said licenses are included in each physical product, they are also available at Elphel web site, included in Elphel software distributions at Sourceforge as well as at http://www.gnu.org/licenses/gpl.html and http://www.gnu.org/copyleft/fdl.html, respectively. Software source code required to build the binary image running in the product in the part developed at Elphel is embodied within the physical product, the rest of the used software source code that is not developed at Elphel is downloaded from the respective servers by the embodied script. Elphel maintains the local copies of all the Corresponding Source on the Elphel server and offers FREE OF CHARGE ACCESS TO THE SAID SERVER FOR AT LEAST THREE YEARS OR AS LONG AS ELPHEL OFFERS SUPPORT OR SPARE PARTS FOR THE PRODUCT TO ANYONE WHO POSSESSES THE OBJECT CODE.

The above offer is valid for any third party programs subject to the terms of the GNU GENERAL PUBLIC LICENSE Version 3 or GNU Lesser General Public License version 3. For the third party code that is subject to GNU GENERAL PUBLIC LICENSE Version 2 or GNU Library General Public License version 2.0 Elphel additionally OFFERS COMPLETE MACHINE-READABLE COPY OF THE CORRESPONDING SOURCE CODE FOR THE COST OF PHYSICALLY PERFORMING SOURCE DISTRIBUTION ON THE MEDIUM CUSTOMARILY USED FOR THE SOFTWARE INTERCHANGE TO ANY THIRD PARTY VALID FOR THREE YEARS.

Additionally at your request Elphel provides live GNU/Linux distribution that may be used if the customer does not have access to computer that runs any of the GNU/Linux operating systems for which Elphel provides support and guarantees the product functionality. That live distribution IS NOT PART OF ELPHEL PRODUCT, IT CAN BE ORDERED SEPARATELY FOR THE COST OF SHIPPING AND HANDLING and is subject to different licenses for the software components it consists of. Majority of the programs in that distribution are subject to the terms and conditions of GNU GENERAL PUBLIC LICENSE Version 2 or GNU Library General Public License version 2.0, for them Elphel OFFERS COMPLETE MACHINE-READABLE COPY OF THE CORRESPONDING SOURCE CODE FOR THE COST OF PHYSICALLY PERFORMING SOURCE DISTRIBUTION ON THE MEDIUM CUSTOMARILY USED FOR THE SOFTWARE INTERCHANGE TO ANY THIRD PARTY VALID FOR THREE YEARS.

2. Prices

Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's proposed invoice (Quote) on the date of shipment.

Additional services rendered by the Company are subject to additional fees.

Prices contained in an offer from the Company do not include Value Added Tax (VAT). All taxes and duties, all taxes which are in the nature of excise, sales, use, retailers or occupation taxes (including but not limited to value added tax) and freight, carriage and insurance to be paid in connection with a contract, including any VAT, shall be borne by the Client.

Any additional cost incurred in packing or making any special test or inspection which is requested by Client, and is in addition to those regularly supplied by the Company, will be added to the price as a special charge. The Company may at any time prior to delivery, increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of Company, such as, without limitation, foreign exchange fluctuations, currency alteration or regulation or significant increase in the cost of labor, materials or other cost.

Any duties or taxes paid by the Company in connection with the contract shall be reimbursed by the Client.

3. Payment

All amounts due shall be paid by the Client in advance and in according to the invoice terms and in US dollars, through wire transfer, to the Company's bank account. Any banking fee in connection with the wire transfer shall be borne by the Client.

If any payment is overdue, the Company reserves the right to suspend any further deliveries and to charge interest of 18% annually (1.5%/month) on the amount due without necessity of further notification, until paid.

The Company reserves the right at any time to demand full or partial payment before proceeding or proceeding further with an order. The Company reserves the right where genuine doubts arise as to a Client's financial position to suspend delivery or performance of any order or any part or installment without liability until payment has been provided.

The Client shall not be entitled to set-off any sums owed to it by the Company against any payment due to the Company.

4. Delivery

Order of purchase will be deemed valid only if made in writing, including by fax or e-mail.

Orders communicated to the Company are binding for the Client.

Time limits for delivery shall only be binding if agreed in writing. If the Company is unable to meet time limits for delivery it shall inform the Client accordingly without delay.

The goods are sent Ex Works, the Client waives any claims for damages arising from late delivery due to carrier delays shall be excluded.

If Company's production or supply of the Goods is curtailed, suspended, or interrupted for any reason, deliveries may, at its option, be canceled (the agreement to sell being deemed to be rescinded with respect to such deliveries) or may be prorated during the period of curtailment, suspension or interruption and thereafter resumed until delivery is made in full.

The receipt of the Goods by the Client, shall be defined as Date of delivery deemed as date of shipment or ExWorks. Delivery of the Goods constitute a waiver of all claims arising out of any delay in delivery by the Courier company.

5. Warranty

No warranty is granted for the use of experimental firmware, or for experimental use of certified firmware releases. The firmware have to be downloaded from the Elphel sourceforge site (http://sourceforge.net/projects/elphel/).

The Company makes no warranties expressed or implied, including, but not limited to: any condition, warranty or term as to satisfactory quality or fitness for purpose except the following:

The Company warrants to the Client that the Goods shall be free from any defect in materials or workmanship for a period of thirty (30) days after delivery of the Goods to the Client. Notifications, legal actions or objections based on a warranty for defects in the Goods shall be barred at the end of a period of thirty (30) days after date of shipment, even if the defects were only discovered by the Client at a later date.

Upon physical receipt, the Client shall inspect and/or test the quality of the delivered Goods as soon as it is customary in accordance with usual business practice. The Client shall notify the Company immediately from the date an alleged defect is discovered. If the Client fails to examine the quality of the Goods or give notice according to this provision, the Goods are deemed to have been accepted and any claim of breach of warranty with respect to such Goods shall be waived.

Goods claimed to be defective may only be repaired, replaced or refunded, at the Company's sole option. The defective Goods may only be returned to the Company in accordance with the Company's return policy. All costs other than the Goods themselves, such as taxes or shipping and handling fees, shall be borne by the Client.

6. Liability

The Company and its representatives shall under no circumstances be liable to the Client, in tort or contract, for economic, consequential or indirect damages of any kind, including but not limited to loss of profits, loss of use, loss of data or interruption of business, arising out of or in connection with the use of the licensed software or otherwise, even if advised of the possibility of such damages.

The Goods shall not be used for any purpose that is unlawful or that is in connection with high risk activities in which the failure of the Goods could lead to death, personal injury, or severe physical or environmental damage. The Company is in no case liable for such uses.

7. Force majeure (Acts of God)

Neither party shall be liable for any breach of contract which is caused by a matter beyond its reasonable control. Such acts include fire, lightning, explosion, war, disorder, strike or decrees by the government or other competent authorities, etc..

8. Severability

These general terms and conditions are declared to be severable. If any term or provision in these general terms and conditions shall for any reason be held to be invalid or unenforceable, the remaining terms and conditions shall be valid and enforceable. The parties shall use good faith to negotiate a substitute, valid, and enforceable provision which most nearly reflects the original contract.

9. Governing Law

These general terms and conditions and any rights or obligations of the parties shall in all respects be exclusively governed by and construed in accordance with the laws of Utah, to the exclusion of the United Nations Convention of the International Sale of Goods.

10. Exclusive Jurisdiction

Any dispute arising with respect to or in connection with these general terms and conditions or with any contract concluded between the Company and the Client shall be submitted to the exclusive jurisdiction of the Courts of Utah.