



Doble Engineering Company

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Prepared For:

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Quote #: Q-29287-2
Date: 4/13/2021
Quote Validity: 6/7/2021
Payment Terms: N30*
Shipping Terms: EXW
Proposed Ship Date: 2-4 Weeks
Recommended Carrier: Customer Carrier Account
Delivery Method: Ship

End User: City of San Marcos

Your Doble Team:

Doble Representative	Energy Reps	Regional Sales Manager	JD Wilson
Sales Contact	Ben Gonzalez	Direct Email	jwilson@doble.com
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Phone	(832) 493-2241	BDM	Logan McInnes
Address		BDM Contact	lmcinnes@doble.com

QTY	PRODUCT	DESCRIPTION	SALES PRICE	EXTENDED PRICE
1	F6150e	F6150e Power System Simulator	\$52,520.00	\$52,520.00
1	PSP-NL	Protection Suite Pro, New License <i>Yearly Renewal Contract Maintenance and Support Agreement after 1YR Purchase:</i> <i>Protection Suite Pro</i> \$3180.00 (First 5 Devices) + \$230.00 (Additional Devices)	\$4,325.00	\$4,325.00
			TOTAL:	\$56,845.00

Additional Notes

*Payment terms are subject to credit review.
All prices in USD. Pricing does not include shipping or sales tax.
Please forward all Purchase Orders to sales@doble.com. For any questions regarding this quote, please contact your Regional Sales Manager or sales@doble.com.

Doble hardware and software products are supplied in accordance with Doble's Master Terms. Doble Test Instruments are supplied complete with instruction manuals and all cables necessary for the ordered configuration.

THANK YOU FOR YOUR BUSINESS!



DOBLE ENGINEERING COMPANY

MASTER TERMS AND CONDITIONS

Rev.030232020

The City of San Marcos, Tx, Standard Terms and Conditions shall apply to this purchase.

1. **Applicable Terms and Conditions.** Doble Engineering Company, expressly including all subsidiaries, divisions, and similar affiliates, will be collectively referred to as "Doble", and the person or company purchasing Products will be referred to as "Buyer". "Goods" shall be as defined in Article 2 of the Uniform Commercial Code, as it may be amended from time to time. "Services" shall mean the work to be performed in any contract transaction except to the extent any such transaction includes the transfer of legal ownership over a Good or Goods from Doble to Buyer in exchange for money. Such transfer of ownership is hereby defined as a sale of Goods as opposed to a sale of Services. All Goods and Services sold by Doble to Buyer will be referred to as "Products". The terms and conditions stated below apply to all sales of the Products. Except for those terms and conditions identified below which are expressly subject to alternative terms set out in the applicable quote and/or order confirmation, it is expressly understood that any different or additional terms proposed by Buyer or contained on any purchase order or other document submitted by Buyer are hereby inapplicable and void and, unless expressly acknowledged and accepted by Doble in writing that no other acknowledgment by Doble of, or reference by Doble to, or performance by Doble under, any purchase order of Buyer shall be deemed to be an acceptance by Doble of any term additional or contrary to these terms or conditions. If the parties desire to incorporate any term that is different from or additional to the terms set forth herein, such agreement must be set forth in a separate writing established solely for the purpose of such amending of terms and signed by an officer of Doble. All Products containing or consisting of software ("Software Products") are furnished subject to Buyer's acceptance of the terms and conditions contained in Doble's End User Software License Agreement ("EULA") and/or Software License Agreement ("SLA") contained therein, for the applicable Software Product. Doble will provide a copy of this EULA and/or SLA in advance of any purchase, upon Buyer request. For the avoidance of doubt, the terms of this document are supplemental to any applicable Doble- issued quotation, and, in the event of any conflicts between a quotation and this document, the terms of any such quotations hereby take priority over the terms of this document.
2. **Prices and Payment Terms.** Doble will issue a quotation for each Product request setting forth the price of the Products. Quotations are valid for the period of time specified in the applicable quotation. Prices do not include any federal, state, provincial or local property, license, privilege, sales, use, excise, import, export, transport, VAT, gross receipts, or other like taxes which may now or hereafter be applicable. Buyer shall be responsible for the payment of all such taxes of any nature whatsoever now or hereafter levied by any governmental authority anywhere in the world. Payment is due net 30 days from date of issuance of invoice; provided that Doble reserves the right to require alternate payment terms, dependent upon review of Buyer's credit worthiness. Doble may, in addition to any other remedy available under applicable law, charge Buyer interest at the lesser of the rate of one and one half percent (1½%) per month or the highest rate allowed by applicable law for amounts not paid within the foregoing terms. If Doble shall at any time doubt Buyer's financial condition and its ability to pay for the cost of the Product(s), Doble may demand adequate assurance of due performance or decline to make any further shipments of Goods or supply any further Services except upon receipt of cash payment in advance or security. If Doble demands adequate assurance of due performance and the same is not forthcoming within 10 days after the date of Doble's demand, Doble may, at its option: (i) continue to defer further shipments of Goods or supply of Services under any order from Buyer which has been accepted by Doble until adequate assurance is received, or (ii) cancel any outstanding orders from Buyer which have been accepted by Doble and treat as a termination by Buyer pursuant to Section 12(b) herein.
3. **Security Interest.** For all Buyer purchases of any equipment, Buyer hereby grants Doble a security interest in the Products, and all proceeds thereof and accessions thereto, to secure payment of the purchase price for the Products and all other charges and costs for which Buyer is responsible hereunder. At Doble's direction, Buyer shall, from time to time, do all acts necessary or reasonable to protect Doble's security interest herein created and Buyer shall execute and deliver to Doble all Uniform Commercial Code Financing Statements ("UCCs") (or in cases where the Products are shipped to countries outside of the USA, such foreign countries functional equivalents of a UCC including the Canadian Personal Property Security Registration System, when applicable) which Doble may deem necessary to protect its rights and interests as set forth herein. Buyer hereby irrevocably constitutes and appoints Doble as its true and lawful attorney-in-fact, in its name, place and stead, to execute, deliver, acknowledge, file or record any and all such Uniform Commercial Code Financing and Continuation Statements. The grant of the foregoing power of attorney is coupled with an interest and shall not be revocable by Buyer until all payments due hereunder (including deferred payments whether evidenced by notes or otherwise) shall have been made in cash. To the greatest extent possible under applicable law, Doble shall have the remedies of a secured party under the Uniform Commercial Code in force in the Commonwealth of Massachusetts.
4. **Shipping, Delivery, and Title.** Except as specified in the applicable quotation and/or order confirmation, all Products will be shipped pursuant to Incoterms 2010 Ex-Works, with the delivery site for all continental United States and Canadian shipments being Marlborough, MA, or other applicable Doble facility (identified at time of order). Notwithstanding the foregoing, the delivery site for all Morgan Schaffer Ltd. Products shall be LaSalle, Quebec, and the delivery site for all Manta Test Systems Ltd. Products shall be Mississauga, Ontario unless otherwise identified at the time of order. Except as specified herein this section, title and risk of loss including payment of all transportation and insurance cost pass to Buyer at Doble's door. Buyer will choose the freight forwarder, customs broker, carrier and means of delivery; provided, however that Doble, in its sole discretion, maintains the ability to reject Buyer's selection of freight forwarder, customs broker, carrier and means of delivery. If Doble rejects Buyer's selection of any of the above, Buyer will designate an alternative carrier, broker or means of delivery that is acceptable to Doble. Buyer is responsible for filing any claims with freight forwarders, customs brokers or carriers. If the Products are to be exported, Buyer will be responsible for all export charges, consular and customs declarations and will be responsible for penalties resulting from errors or omissions thereon. Buyer shall not re-export the Product or any goods or items which incorporate the Product if the re-export would violate either United States or Canadian export laws, as applicable. Notwithstanding that risk of loss of the Products pass to Buyer at Doble's door, the Products shall remain the personal property of Doble until fully paid for in cash by Buyer pursuant to a bona fide Doble offer for such Products, and, excepting the immediately preceding condition, the Buyer agrees to perform all acts which may be necessary to perfect and assure retention of title to such product by Doble. Any specifications, drawings, plans, notes, instructions, engineering notices, or technical data of Doble furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth. Doble shall at all times retain title to all such documents, and Buyer shall not disclose such to any party other than Doble or a party duly authorized by Doble. If there is any situation where the parties desire to ship using any term different from or additional to Incoterms Ex-Works, such agreement must be explicitly set forth in a separate writing and signed by an officer or other authorized representative of Doble. Doble reserves the right to enter or have its agent enter upon a Buyer's site to recover any Products not currently purchased or licensed by Buyer but currently located on Buyer's site. Buyer must expressly declare the final destination of the Products on the applicable purchase order.
5. **Inspection and Acceptance.** Except with respect to Products sold by Morgan Shaffer Ltd. or as specified in Section 7 hereto, Buyer will promptly inspect a Product upon delivery. No claims for shortages will be allowed unless shortages are reported to Doble, in writing, within 10 days after delivery. Acceptance will be deemed to have occurred no later than 30 days after shipment of such Product.
6. **Force Majeure.** Doble will not be liable for delays in shipment or default in delivery or any failure to perform due to any cause beyond Doble's reasonable control including, but not limited to, government action, shortage or labor, raw material, production or transportation facilities, strike or labor difficulty involving employees of Doble or others, fire, flood, act of God, terrorism, civil unrest, war, riot, embargo, fuel or energy shortage, car shortage, wrecks or delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities from usual sources. In addition, Doble shall not be liable or responsible to the extent Doble's performance under these terms and conditions is prevented, delayed or hindered by any pandemic, epidemic or outbreak of widespread illness on a local, national or international scale, or any new or escalated circumstances related thereto outside of Doble's reasonable control, including without limitation quarantines, transportation disruptions, government imposed restrictions, labor shortages or delays or failures of performance by Doble's suppliers or carriers. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.
7. **Warranty.**
 - A. **Sold Goods.** Unless expressly stated otherwise in the applicable quotation, all Products sold by Doble are warranted to be free from defects in material and workmanship for a period of one year after shipment. During the one (1) year warranty period, upon prompt written notice of defect and confirmation that the Product has been stored, integrated, installed, operated and maintained in accordance with Doble's recommendations and standard industry practice, Doble will, at its option, repair or replace any defective products or components thereof at no additional charge. Doble shall be responsible for arranging and paying for shipment of a Product for warranty service to and from Doble's applicable facility; provided that Buyer shall be responsible for shipping charge(s) in the event that Doble determines any repair(s) are outside of the applicable warranty coverage including, but not limited to, clear mishandling of the Product. Any component of a Good that is sold, but is not marketed by Doble as a Product itself, is hereby a "Part." All Parts sold by Doble are hereby Goods, except that the warranty period of Parts is limited to six (6) months. Solely regarding Morgan Schaffer Products: a) such warranty period shall be for a period of thirty (30) months from the date of the applicable shipment; b) for repaired or refurbished equipment and spare parts, such period shall be one (1) year from the date of shipment; and c) Morgan Schaffer shall pay for the transportation of returned Goods and Parts to be repaired or replaced during the applicable warranty period.
 - B. **Leased Goods.**
 - i. **Definition.** For a recurring annual fee, or as otherwise expressly



- agreed by each party to this Agreement in a signed writing, Doble may provide a package of rentable equipment, Services associated with such rental, and benefits. Such combination of rented equipment, Services, and benefits are hereby, collectively, a "Lease" by name, but the legal and practical nature of the Lease shall only be as expressly set forth herein this Agreement.
- ii. Perpetual Warranty. For so long as a Lease is renewed by the parties, Doble shall, to the extent reasonably possible, promptly repair, adjust, upgrade, or replace, as Doble in its sole discretion believes the circumstances may warrant, any impaired Leased Goods returned by Buyer to Doble at Marlborough, Massachusetts or other site as expressly directed by Doble:
 1. Without charge to Buyer for transportation, including handling costs where applicable, or for Doble's actual cost of repair, adjustment, or replacement, if the impairment is solely occasioned by inherent defect;
 2. on payment by Buyer of charges for transportation, including handling costs where applicable, but without charge to Buyer for Doble's actual cost of repair, adjustment or replacement, if the impairment is primarily occasioned by reasonable wear and tear; and
 3. on payment by Buyer of charges for transportation, including handling costs where applicable, and for Doble's actual cost of repair, adjustment or replacement, if the impairment is primarily occasioned by any cause other than inherent defect or reasonable wear and tear.
 - iii. Benefits attributable to any Lease shall be as detailed in an applicable Doble- issued Lease quotation.
 - iv. The option to rent Goods or Services on a yearly basis, or longer, a la carte may also be made available by Doble to Buyer, but, unless expressly stated in the quotation, any rented, but not Leased, Goods are not eligible for the Perpetual Warranty and only include a warranty, Services, or benefits as described in the quotation only.
- C. Short-Term Rentals.
- i. Definition. Unless otherwise mutually agreed upon in writing, any rental of Doble Goods with an initial rental period of less than 365 days is a "Short-Term Rental".
 - ii. To the extent that a Buyer that has executed a Short-Term Rental, such Buyer shall only be eligible for Perpetual Warranty service on such Short-Term Rental if the Buyer is also a current Lease purchaser. Otherwise, Buyer's Short-Term Rental shall be entitled to the sold Goods warranty described in paragraph A hereof, except, as to any Short-Term Rental that has not been stored, integrated, installed, operated and maintained in accordance with Doble's recommendations and standard industry practice, Buyer shall be responsible for all costs associated with transportation, including handling costs where applicable, and for Doble's actual cost of repair, adjustment or replacement.
- D. Field and Development Services.
- i. Development Services Definition. Any Services offered to Buyer by Doble where Doble will develop hardware, software, or customizations of existing hardware or software, for Buyer are hereby Development Services.
 - ii. Field and Consulting Services Definition. Any Services offered to Buyer by Doble where Doble must go on site to perform or where Doble is providing consulting Services and such Services are not part of an existing Lease package and do not include Development Services, are hereby Field and Consulting Services.
 - iii. Standard of Performance. Doble warrants that Development Services and Field and Consulting Services (collectively "FD Services") will be performed in accordance with generally accepted professional standards. The FD Services warranty period ("FD Warranty Period") shall be for a period of twelve months from the date of Buyer acceptance, but no longer than fifteen (15) months from Doble's submission to Buyer of a final test report in the case of Field and Consulting Services or, alternatively, Doble delivery of final deliverables to Buyer in the case of Development Services, whichever comes first. During the FD Warranty Period, upon prompt written notice of nonconforming Service, Doble will reperform the nonconforming Services at no additional charge.
 1. All warranty work will be performed during normal working hours. If Buyer desires expedited warranty service, Buyer agrees to pay overtime for any warranty work performed outside of normal working hours.
 2. If Doble is unable or unwilling to reperform the nonconforming Services, or if reperformance does not remedy the nonconformity, Doble and Buyer shall negotiate an adjustment in the price for the applicable nonconforming Services.
 3. Doble only warrants that the FD Services were performed in a professional manner. Except as may otherwise be expressly agreed by both parties in writing, Doble makes no warranty or representation as to the condition of any electrical apparatus or recommendation as to how Buyer should interpret or utilize any final reports or other deliverables.
 4. For FD Services involving installation and/or commissioning of Doble or third party instruments, software, or equipment, Doble's warranty does not apply in the event that Doble has performed, installed, or otherwise implemented the FD Services upon an electrical apparatus which has changed subsequent to the performance of the FD Services or has been damaged as a result of accident, misuse, abuse or as a result of modification by anyone other than Doble or an authorized Doble representative.
- iv. Acceptance by Buyer. Doble will submit a test report ("Test Report") to Buyer upon completion of the FD Services. Within thirty (30) days of receipt of the Test Report, Buyer shall notify Doble in writing of any nonconforming FD Services. Doble shall, within a reasonable time, remedy any specified nonconformity in accordance with the warranty obligations of this Section 7(D). If Buyer does not issue a notice of nonconformity, Buyer's acceptance or the FD Services shall be considered final as of the thirty-first (31st) day following the date of Doble's submission of the Test Report.
- E. In-House Lab Services.
- i. Materials Laboratory Services Definition. Any Services offered to Buyer by Doble where Doble will perform in-house testing of a Buyer-submitted oil, dielectric material, or other specimens is hereby "Materials Laboratory Services".
 - ii. High Voltage Laboratory Services Definition. Any Services offered to Buyer by Doble's High Voltage Laboratory where Doble will perform in-house testing or investigations of Buyer-submitted instruments, parts, materials, or other equipment is hereby "High Voltage Laboratory Services".
 - iii. Doble warrants that Materials Laboratory Services and Voltage Laboratory Services (collectively "Laboratory Services") will be performed in accordance with generally accepted professional standards. The warranty period ("Laboratory Warranty Period") shall be for a period of six (6) months from Doble's submission to Buyer of the final test report ("Test Report"). During the Laboratory Warranty Period, upon prompt written notice of nonconforming Service, Doble will, where applicable, reperform the Services. If, in Doble's sole discretion, the results of the reperformance are materially different from the initial results, then the reperformance shall be at no additional charge to Buyer. However, if reperformance yields materially the same results, the Buyer will be responsible for the purchase of a second testing.
 1. All warranty work will be performed during normal working hours. If Buyer desires expedited warranty service, Buyer agrees to pay overtime for any warranty work performed outside of normal working hours.
 2. If Doble is unable or unwilling to reperform the nonconforming Services, or if reperformance does not remedy the nonconformity, Buyer may inspect all records relating to any testing provided such inspection occurs during the Laboratory Warranty Period.
 3. Doble only warrants that the Laboratory Services were performed in a professional manner. Except as may otherwise be expressly agreed by both parties in writing, Doble makes no warranty or representation as to the condition of any samples, parts, instruments, or other equipment or recommendation as to how Buyer should interpret or utilize any Test Reports or other deliverables.
 4. All samples, parts, instruments, or other equipment shipped to Doble for Laboratory Services shall be shipped to, and, if to be returned, from, Doble at Buyer's sole expense and risk of loss
 - iv. Acceptance by Buyer. Doble will submit a test report ("Test Report") to Buyer upon completion of the Laboratory Services. Within thirty (30) days of receipt of the Test Report, Buyer shall notify Doble in writing of any nonconforming Laboratory Services. Doble shall, within a reasonable time, remedy any specified nonconformity in accordance with the warranty obligations of this Section 7(E). If Buyer does not issue a notice of nonconformity, Buyer's acceptance or the Laboratory Services shall be considered final as of the thirty-first (31st) day following the date of Doble's submission of the Test Report.
- F. Doble-Hosted Software Services. All software-based services hosted by Doble shall be warranted as detailed in the applicable end user license agreement for such Product.
- G. Other Services. All other Services not detailed in this section shall be warranted only as detailed in the applicable quotation for such Services.
- H. THE FOREGOING LIMITED WARRANTIES OF THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL DOBLE BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS THE RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, PERFORMANCE, FAILURE TO PERFORM, ASSEMBLY, USE, LOSS OF USE OR FAILURE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED, OR ANY DAMAGE OR LOSS OR LOSS OF USE OF PROPERTY, EQUIPMENT OR POWER SYSTEMS OR THE COST OF CAPITAL OR THE COST OF PURCHASED OR REPLACEMENT POWER OR TEMPORARY EQUIPMENT EXPENSES, LOST PROFITS, LOST

SAVINGS, OR OTHER DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF DOBLE MAY HAVE BEEN NEGLIGENT. IN NO EVENT SHALL DOBLE'S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE FACE VALUE OF THE PURCHASE ORDER IN RESPECT OF WHICH DAMAGES ARE CLAIMED. THIS LIMITED WARRANTY DOES NOT EXTEND TO ANY PRODUCTS WHICH HAVE BEEN DAMAGED AS A RESULT OF ACCIDENT, MISUSE, ABUSE, OR AS A RESULT OF MODIFICATION BY ANYONE OTHER THAN SELLER OR AN AUTHORIZED SELLER REPRESENTATIVE.

- i. The remedies of the Buyer set forth herein are exclusive. No action, regardless of form, arising out of the transactions under this contract may be brought by Buyer more than one (1) year after the cause of action has accrued. Any Products supplied by Doble but manufactured by others are warranted only to the extent of the manufacturer's warranty. Any claim for breach or warranty or other action relating to the Products must be commenced by Buyer within one year after the date of shipment of the Products.
 - ii. Doble warrants that any Product purchased by Buyer hereunder will be delivered free of any and all rightful claims, demands, liens or encumbrances. In the event of claim regarding defect to title, Buyer shall promptly notify Doble and Doble, at its expense, will defend the title to any affected Product or part and if unsuccessful will promptly provide to Buyer at no cost, replacement parts or equipment which complies with this warranty.
8. **No Rights in Doble's Trademarks.** Buyer shall not have any ownership right, title or interest, express or implied, in the intellectual property, trademarks, trade names, service marks, logotype, advertising and/or designs, markings or other commercial symbols associated with the Products, including but not limited to the name "Doble" (collectively, "Trademarks") and expressly acknowledges Doble's exclusive right, title and interest in the Trademarks.
9. **Patent Infringement.**
- A. Doble shall, at its expense, defend any suit brought against Buyer based on a claim that any Product furnished by Doble pursuant to this Agreement constitutes an infringement of any United States or Canadian patent, and Doble shall pay all judgments and costs recovered against Buyer in any such suit and shall reimburse Buyer for costs or expenses incurred by Buyer in the defense of any such suit, provided that Buyer gives Doble prompt notice of such suit, reasonable assistance in the defense thereof, and full opportunity to control all aspects of the defense thereof, including settlement. In the event such Product is held to constitute infringement, and the use of the Product is enjoined, Doble shall, at its option: (i) procure for Buyer the right to continue using the Product; (ii) replace it with non-infringing Product; (iii) modify it so it becomes non-infringing; or (iv) refund the price paid by Buyer for the Product and direct the Buyer to return the Product, at Doble's expense or to destroy the Product.
 - B. Doble's liability for patent infringement shall not apply to: (i) any Products supplied according to any custom design specified or required by Buyer; or (ii) any Modifications of or to the Product or combinations of the Product with another product not furnished by Doble. If a suit is brought against Doble on account of the items set forth in this section 9B(i) or (ii) above, Buyer shall indemnify Doble in the same manner and to the same extent that Doble would indemnify Buyer pursuant to paragraph 9A.
10. **Transfer of Products by Buyer.** In the event Buyer transfers to a third party any purchased Product supplied hereunder or any right or interest therein, Buyer agrees to indemnify, defend and save Doble harmless from any and all liability of Doble to such transferee or any subsequent transferee in excess of what Doble's liability would have been if such transferee had been bound by these Terms and Conditions of Sale in the same manner as Buyer.
11. **Delay or Termination.**
- A. **Delay requested by Buyer.** Buyer may request that the delivery date for an order or for certain Products within an order be delayed or rescheduled. If Doble accepts such request and delays or reschedules shipment or performance, Buyer agrees to pay Doble for any fees Doble may charge and/or costs Doble incurs for accepting such delay or rescheduling. In addition, if the prices of the Products change during the period in which delivery of the order is delayed, Doble shall be entitled, at its option, to charge Buyer the prices in effect at the time the Products are shipped or performed, instead of the prices in effect at the time the order was placed. Any order held, delayed, or rescheduled beyond a reasonable period of time may be treated by Doble as a Buyer termination under section (b) below.
 - B. **Termination of Orders by Buyer.** Products cannot be returned, and orders once accepted cannot be cancelled, without Doble's prior specific written consent (and at Doble's sole and absolute discretion). Goods authorized for return and/or Doble approved cancellation orders shall be subject to handling, restocking and/or cancellation charges which will include indemnification of Doble against all direct incidental and consequential loss or damage including but not limited to: direct costs; overhead and other costs which are allocable or apportionable under reasonable accounting practices to the order; storage fees; handling and transportation costs; material or personnel expenses of Doble; and lost profits. Payment for restocking and cancellation charges shall be made within 15 days from date of invoice. Buyer shall be responsible for any loss related to or any additional fees that may become applicable due to Buyer's failure to return any Goods to Doble with a clearly marked, Doble-issued, return merchandise authorization (RMA) number, regardless of whether such Goods was received by Doble. Unless otherwise specified in the applicable quotation, in the case of Lease, rented equipment, and other ongoing Services extending for a year or more, Buyer's order for such Services shall automatically renew at Doble's then current rates at the end of any term unless Buyer advises Doble of its desire to terminate prior to 60 days before the end of a current billing term.
- C. **Delay for reasons beyond Doble's Control.** When Products are ready for shipment and shipment cannot be made because of reasons beyond Doble's control, Doble shall submit an invoice for such Products payable upon receipt thereof and shall, upon written notice to the Buyer, store such Products for Buyer's benefit. In such event, the following conditions shall apply: (i) Products will be stored in a segregated area and tagged as property of Buyer; (ii) Risk of loss of the Products shall pass to the Buyer upon moving the Products to the segregated storage area; and (iii) All expenses incurred by Doble in connection with the storage of products, including demurrage, the cost of preparation for storage, storage charges, insurance if placed, and handling charges shall be payable by the Buyer upon submission of invoices by Doble.
- D. **Termination of Orders by Doble.** For any material breach of these terms and conditions by Buyer, Doble shall have the right to cancel any order at any time without penalty by written notice to the Buyer.
12. **Buyer's Premises.** If in connection with the sale of the Products, Doble is required to perform any work in Buyer's premises, Buyer will be solely responsible for isolation and disconnection of any equipment or apparatus to be tested, if applicable. Buyer will be responsible for the supervision, control, health and safety of Buyer's personnel. Buyer will comply with and ensure that its personnel are properly trained and licensed under all laws and regulations relating to health, safety and/or the environment that are applicable in the Buyer's country and jurisdiction including federal, state, and local laws (or international equivalent) and any revisions to such laws or successor legislation. In the event Buyer fails to provide a working environment that meets the requirements set forth herein, such failure is hereby deemed a material breach and Doble has the right to terminate any such order in accord with Section 11(D).
13. **Product Notices.** Buyer shall provide all direct users or purchasers of any Doble equipment (including its employees) with all Doble supplied product notices, warnings, instructions, recommendations, and similar materials.
14. **Limitation on Assignment.** Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other except that Doble shall have the right to subcontract or delegate any portion of its obligations to any party or assign all its rights and obligations to any company with which it is affiliated or to any corporation into which it shall be merged, with which it shall be consolidated, or by which it, or all or substantially all of its assets, shall be acquired.
15. **Choice of Law.** The rights and remedies of the parties hereunder shall be governed by the laws of the Commonwealth of Massachusetts without regard to the choice-of-law rules thereof, and the parties agree that jurisdiction and venue for any action arising out of the terms and conditions herein shall be exclusively in state or federal courts located in Massachusetts, United States of America. Prior to initiation of any legal action by either party, the parties shall attempt in good faith to resolve any dispute promptly by negotiation between their duly authorized representatives. In connection with such negotiations, the parties agree to honor reasonable requests for information and to meet within 30 days of a request by the other party at a mutually acceptable time and place. Notwithstanding the provisions of this section, (i) in the case where the Doble contracting party is Morgan Shaffer Ltd. and provided that the applicable transactions solely take place within Canada, the rights and remedies of the parties hereunder shall be governed by the laws of the Province of Quebec, Canada and the federal laws of Canada applicable therein; and (ii) in the case where the Doble contracting party is Manta Test Systems Ltd. and provided that the applicable transactions solely take place within Canada, the rights and remedies of the parties hereunder shall be governed by the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein. For greater certainty, the United Nations Convention on Contracts for the International Sale of Goods, including its adoption by the Province of Ontario under the International Sales of Goods Act (Ontario), shall not apply to the Agreement.
16. **Compliance with Laws.** Each party agrees to comply with all applicable local, state and federal laws and executive orders and regulations in the performance of this Agreement. Each party shall indemnify the other party against any loss, cost, damage or liability by reason of such party's violation of this section.
17. **Legal Fees.** In the event of any litigation arising herefrom, Doble shall be entitled to recover from Buyer all reasonable legal fees, costs and expenses incurred by Doble in enforcing any of Doble's other rights hereunder.
18. **Waiver.** Waiver by Doble of any breach of these terms and conditions shall not be construed as a waiver of any other breach, and failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right which may be exercised at any subsequent time.
19. **Confidentiality.** In connection with the performance of this Agreement, the parties may share and/or exchange proprietary, sensitive and confidential business information with one another. This may include, but is not limited to, know-how, documents, designs, drawings, processes, bills of material, specifications, proposed pricing or other information that is conspicuously marked as proprietary ("Proprietary Information"). Without limiting the generality of the foregoing definition, the parties specifically acknowledge that all Buyer specific information relating to Buyer's assets is deemed Proprietary Information. Each party is required to hold the other party's Proprietary Information in the strictest confidence; to protect it from disclosure and

unauthorized use; to not release it to any third party without the disclosing party's express written consent; and to only use such Proprietary Information in connection to perform its obligations under this Agreement. Doble will be permitted to retain technical data for the sole purpose of creation of statistical models showing representative characteristics of operating data, but without any specific links or identification to the Buyer, the Buyer's Assets or configuration in which the asset was originally linked.

20. **Exceptions and Special Terms.** Subject to Section 1, no requested alterations to the terms of this Agreement shall be valid except by Doble's express authorization. Any such mutually agreed-upon alterations to the terms of this Agreement shall be set forth in a separate schedule, which shall be deemed Schedule A to this document and will and must be signed by both parties and include the full legal names of both parties and the date of signing. Such Schedule A shall be effective as to the later of the two dates in the signature block.
21. **Entire Agreement.** This document, together with the applicable quote and/or order confirmation, contains the entire agreement between Doble and Buyer and constitutes the final, complete and exclusive expression of the terms of the agreement, all prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter hereof being merged herein.
22. **Severability.** In the event that any provision hereof shall violate any applicable statute, ordinance, or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof. Notwithstanding the foregoing, to the extent the rights and remedies hereunder are governed by Canadian law in accordance with Section 15, if any section, subsection, sentence or clause hereof shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of these terms and conditions as a whole or of any article, subsection, sentence or clause hereof not so adjudged, and the remaining terms and provisions of this shall remain unimpaired and in full force and effect.
23. **Timely On-Site Performance by Doble.** Any timely on-site performance by Doble is contingent upon Buyer providing Doble with: (i) an appropriate work area; (ii) unrestricted access to Buyer's assets (which will be isolated and disconnected by Buyer, if applicable); (iii) all required technical information and data, including drawing approvals, and required commercial documentation; (iv) removal or remedy of obstructions to or interruptions in the performance of the Services; (v) any special instrument necessary for the performance of the Services as specified in the quotation and (vi) the support of Buyer's employees, as needed.
24. **Choice of Language.** The parties have requested and do hereby confirm their request that the present contract be in English only. LES PARTIES DECLARENT QU'ILS ONT EXIGÉ ET PAR LES PRESENTS CONFIRMENT LEUR DEMANDE QUE CE CONTRAT SOIT REDIGÉ EN ANGLAIS SEULEMENT.