

LOS RIOS COMMUNITY COLLEGE DISTRICT PURCHASE ORDER NO 0001109895 CHANGE ORDER

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145
ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
12/12/2019	2 - 01/06/2020	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1023806 COYKENDALLM HANEYB	04PE102 AVSV	

Supplier: 0000039902
ONE DIVERSIFIED LLC
10035 SW ARCTIC DR
BEAVERTON OR 97005

Phone: (800) 448-8439
Fax: (503) 626-8439

email: cv-cs@diversifiedus.com

Ship To: FOLSOM LAKE COLLEGE
RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630-6798
United States

Bill To: 1919 Spanos Court
Sacramento CA 95825-3981
United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	EXTRON 60-1449-01	15.00 EA	258.17	3,872.55	12/17/2019
2- 1	EXTRON 60-849-21	1.00 EA	363.54	0.00	CANCEL
3- 1	EXTRON 60-1540-02	12.00 EA	658.59	7,903.08	12/17/2019
4- 1	EXTRON 70-1097-04	13.00 EA	126.45	1,643.85	12/17/2019
5- 1	EXTRON 70-1076-02	14.00 EA	79.03	1,106.42	12/17/2019
6- 1	EXTRON 70-090-14	1.00 EA	21.07	21.07	12/17/2019
7- 1	EXTRON 60-1457-02	16.00 EA	1,048.47	16,775.52	12/17/2019
8- 1	EXTRON 60-190-01	16.00 EA	68.49	1,095.84	12/17/2019
9- 1	EXTRON 60-1470-02	3.00 EA	763.96	2,291.88	12/17/2019
10- 1	EXTRON 60-1166-02	3.00 EA	42.15	126.45	12/17/2019
11- 1	EXTRON 26-663-06	16.00 EA	36.88	590.08	12/17/2019
12- 1	EXTRON 26-714-06	16.00 EA	47.42	758.72	12/17/2019
13- 1	EXTRON 22-151-03	1.00 EA	237.09	237.09	12/17/2019
14- 1	EXTRON 100-331-01	1.00 EA	26.34	26.34	12/17/2019
15- 1	FREIGHT	1.00 EA	330.00	330.00	12/12/2019
16- 1	EXTRON 60-1761-01	1.00 EA	384.62	384.62	01/06/2020

QUOTE# Hindi11-4sREV12-2sFLCExtron 12-02-2019

NOTE TO VENDOR:
DELIVERIES WILL NOT BE ACCEPTED BETWEEN DECEMBER 24, 2019 TO JANUARY 1, 2020

01-06-2020 CHANGE ORDER PER J. HARMAN. NEW PO TOTAL \$40,018.10 - BH
CANCEL LINE# 2 EXTRON 60-849-21 DISCONTINUED PER VENDOR EMAIL 12-24-2019
ADD LINE# 16 EXTRON 60-1761-01 RECOMMENDED SUBSTITUTION PER VENDOR EMAIL 12-24-2019

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature

Authorized Signature
on Total PO
Amount Page

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MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

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Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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Sub Total Amount	37,163.51
Sales Tax Amount	2,854.59
Total PO Amount	40,018.10

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	4300	12	FL.VA.AVSV	49000	00000	700P	26,091.81	2020
GENFD	4300	12	FL.VA.ITSV	49000	00000	700P	4,682.12	2020
GENFD	4500	12	FL.VI.SWPA	60100	00000	482Y	6,755.05	2020
GENFD	4500	12	FL.VI.SWPA	60100	00000	483Y	2,489.12	2020

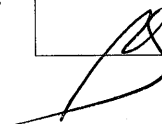
0001023806CHAVEZA11-DEC-2019

Verification of this purchase order can be made using the Los Rios Community College District web site listed below.
If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

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Date	Revision	Page
12/12/2019		1
Payment Terms	Freight Terms	Ship Via
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Reference:	Location / Dept	
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Supplier: 0000039902
ONE DIVERSIFIED LLC
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BEAVERTON OR 97005

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Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
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2- 1	EXTRON 60-849-21	1.00EA	363.54	363.54	12/17/2019
3- 1	EXTRON 60-1540-02	12.00EA	658.59	7,903.08	12/17/2019
4- 1	EXTRON 70-1097-04	13.00EA	126.45	1,643.85	12/17/2019
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6- 1	EXTRON 70-090-14	1.00EA	21.07	21.07	12/17/2019
7- 1	EXTRON 60-1457-02	16.00EA	1,048.47	16,775.52	12/17/2019
8- 1	EXTRON 60-190-01	16.00EA	68.49	1,095.84	12/17/2019
9- 1	EXTRON 60-1470-02	3.00EA	763.96	2,291.88	12/17/2019
10- 1	EXTRON 60-1166-02	3.00EA	42.15	126.45	12/17/2019
11- 1	EXTRON 26-663-06	16.00EA	36.88	590.08	12/17/2019
12- 1	EXTRON 26-714-06	16.00EA	47.42	758.72	12/17/2019
13- 1	EXTRON 22-151-03	1.00EA	237.09	237.09	12/17/2019
14- 1	EXTRON 100-331-01	1.00EA	26.34	26.34	12/17/2019
15- 1	FREIGHT	1.00EA	330.00	330.00	12/12/2019

QUOTE# Hindi11-4sREV12-2sFLCExtron 12-02-2019

NOTE TO VENDOR:

DELIVERIES WILL NOT BE ACCEPTED BETWEEN DECEMBER 24, 2019 TO JANUARY 1, 2020

Paid Ch# 94-790243
01/14/20 Amt \$ 39986.11

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Authorized Signature

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on Total PO
Amount Page

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Date	Revision	Page
12/12/2019		2
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1023806 COYKENDALLM HANEYB	04PE102 AVSV	

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Supplier: 0000039902
ONE DIVERSIFIED LLC
10035 SW ARCTIC DR
BEAVERTON OR 97005

Phone: (800) 448-8439
Fax: (503) 626-8439

email: cv-cs@diversifiedus.com

Ship To: FOLSOM LAKE COLLEGE
RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630-6798
United States

Bill To: 1919 Spanos Court
Sacramento CA 95825-3981
United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
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Sub Total Amount	37,142.43
Sales Tax Amount	2,852.95
Total PO Amount	39,995.38

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	4300	12	FL.VA.AVSV	49000	00000	700P	26,076.98	2020
GENFD	4300	12	FL.VA.ITSV	49000	00000	700P	4,679.46	2020
GENFD	4500	12	FL.VI.SWPA	60100	00000	482Y	6,751.23	2020
GENFD	4500	12	FL.VI.SWPA	60100	00000	483Y	2,487.71	2020

0001023806CHAVEZA11-DEC-2019

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MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

Requisition

Supplier: ONE DIVERSIFIED LLC
10035 SW ARCTIC DR
BEAVERTON OR 97005
United States

0000039902

Phone: (800) 448-8439 **Fax:** (503) 626-8439
email: cv-cs@diversifiedus.com

Ship To: RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630-6798

Business Unit:		GENFD	OPEN
Req ID:	Date	Page	
0001023806	12/03/2019	1	
Requisition Name:			
0001023806			
Requester		Bldg#	
Michelle Coykendall		AVSV	
Requester Signature			
Buyer: Brenda Haney			
Approved:			
Entered By: COYKENDM 03-DEC-2019			

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	EXTRON 60-1449-01	15	EA	258.17	3,872.55	12/17/2019
2-1	EXTRON 60-849-21	1	EA	363.54	363.54	12/17/2019
3-1	EXTRON 60-1540-02	12	EA	658.59	7,903.08	12/17/2019
4-1	EXTRON 70-1097-04	13	EA	126.45	1,643.85	12/17/2019
5-1	EXTRON 70-1076-02	14	EA	79.03	1,106.42	12/17/2019
6-1	EXTRON 70-090-14	1	EA	21.07	21.07	12/17/2019
7-1	EXTRON 60-1457-02	16	EA	1,048.47	16,775.52	12/17/2019
8-1	EXTRON 60-190-01	16	EA	68.49	1,095.84	12/17/2019
9-1	EXTRON 60-1470-02	3	EA	763.96	2,291.88	12/17/2019
10-1	EXTRON 60-1166-02	3	EA	42.15	126.45	12/17/2019
11-1	EXTRON 26-663-06	16	EA	36.88	590.08	12/17/2019
12-1	EXTRON 26-714-06	16	EA	47.42	758.72	12/17/2019
13-1	EXTRON 22-151-03	1	EA	237.09	237.09	12/17/2019
14-1	EXTRON 100-331-01	1	EA	26.34	26.34	12/17/2019
15-1	FREIGHT	1	EA	330.00	330.00	12/17/2019

37,142.43 Sub-total
0.00 Est. tax

Total Requisition Amount: 37,142.43

COMBINED QUOTES ATTACHED
DTD 12/2/2019

DELIVERIES WILL NOT BE ACCEPTED BETWEEN DECEMBER 24, 2019 THRU JANUARY 1, 2020

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount
GENFD	4300	12	FL.VA.AVSV	49000	00000	700P	24,216.86
GENFD	4300	12	FL.VA.ITSV	49000	00000	700P	4,345.66
GENFD	4500	12	FL.VI.SWPA	60100	00000	482Y	6,269.65
GENFD	4500	12	FL.VI.SWPA	60100	00000	483Y	2,310.26

Approval Signature	Approval Signature	Approval Signature
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Requisition

Supplier: ONE DIVERSIFIED LLC
10035 SW ARCTIC DR
BEAVERTON OR 97005
United States

0000039902

Phone: (800) 448-8439 **Fax:** (503) 626-8439
email: cv-cs@diversifiedus.com

Ship To: RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630-6798

Business Unit: GENFD OPEN		
Req ID: 0001023806	Date 12/03/2019	Page 2
Requisition Name: 0001023806		
Requester Michelle Coykendall		Bldg# AVSV
Requester Signature		
Buyer: Brenda Haney		
Approved:		
Entered By: COYKENDM 03-DEC-2019		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
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Purchases Charged to Catagorical Programs, Grants or Special Project.

This purchase is in compliance with the requirement of _____

For grants/special projects _____

Name: _____

Approval Signature

Approval Signature

Approval Signature



10035 SW Arctic Drive Beaverton, OR 97005
One Diversified, dba Diversified

Prepared for: David Hindi
(916) 608-6610
Folsom Lake College
10 College Parkway

Folsom, CA 95630

Quote

Quotation #: HIndi11-4sREV12-2sFLCExtron
Date: December 2, 2019
Quote valid for 30 days

Prepared by: Carolyn Berlin 877-297-2078
Traci Cleary 877-297-2071
Sue Ward-Llewellyn 877-297-2075
f 503-626-8439
cberlin@diversifiedus.com
tcleary@diversifiedus.com
sward-llewellyn@diversifiedus.com

Manufacturer	Item Number	Quantity	Description	Unit Price	Ext. Price
Extron	60-1449-01	15	MP 601 Mono 70V Mono Amp -60 Watts	\$ 258.17	\$ 3,872.55
Extron	60-849-21	1	Two Channel Amp - 100 Watts/Ch	\$ 363.54	\$ 363.54
Extron	60-1540-02	12	MLC Plus 100 AAP	\$ 658.59	\$ 7,903.08
Extron	70-1097-04	13	SMB Four-Gang, Black	\$ 126.45	\$ 1,643.85
Extron	70-1076-02	14	AAP SuperPlate 100 HDMI, VGA, Audio, USB 2.0 - Black	\$ 79.03	\$ 1,106.42
Extron	70-090-14	1	Blank Plate Quad, Black	\$ 21.07	\$ 21.07
Extron	60-1457-02	16	Four Input Scaler with HDMI Output	\$ 1,048.47	\$ 16,775.52
Extron	60-190-01	16	RSU 129 1U 9.5" Deep Universal Rack Shelf, Gray	\$ 68.49	\$ 1,095.84
Extron	60-1470-02	3	MLC Plus 200	\$ 763.96	\$ 2,291.88
Extron	60-1166-02	3	Universal Controller Mounting Panel with 8 AAP Openings	\$ 42.15	\$ 126.45
Extron	26-663-06	16	HDMI Ultra 6ft	\$ 36.88	\$ 590.08
Extron	26-714-06	16	DPM-HDF/6 4K Plus, 6ft	\$ 47.42	\$ 758.72
Extron	22-151-03	1	SPK 16/1000 Non-Plenum 1000ft spool	\$ 237.09	\$ 237.09
Extron	100-331-01	1	3.5mm Mini Stereo-HQ/10	\$ 26.34	\$ 26.34
Estimated ground shipping listed below					
We appreciate the opportunity to earn your business.					

The Diversified Difference

- Dedicated call center
- Toll free technical support
- 30-day satisfaction guarantee
- Education and government contracts
- Certified specialists for AV, IT, broadcast, security
- 25+ years serving customers
- 2nd largest integrator in the US
- 30 design & installation locations nationwide

Sub Total \$ 36,812.43
7.7500% Tax \$ 2,852.96
Estimated Freight \$ 330.00

*Tax and freight charges applied to final invoice.

**PLEASE NOTE THAT RECENT AND UPCOMING TARIFFS CAN HAVE AN IMMEDIATE
IMPACT ON EQUIPMENT PRICING. PRICE QUOTED IS BASED ON INFORMATION
AVAILABLE AS OF THIS DATE AND IS SUBJECT TO INCREASE.**

Total \$ 39,995.39

Available Contracts:
Diversified GSA GS-03F-0010R
Diversified GSA GS-35F-0241T
Diversified CMAS 4-18-58-0078A
Extron CMAS 3-16-70-2382B
NIPA 171725-01 (Please ask us)
DUNS | 14-414-5443
TAX ID | 42-1617340
CAGE | 3T0D9

REMIT TO:
One Diversified
Dept. 600
PO Box 509017
San Diego, CA 92150-9017

Authorized Signature

Date

If not completely satisfied, the product can be returned and the value applied toward the purchase of another product of equal or greater value.
Restocking fees may apply.

We have prepared a quote for you

Folsom Lake College

Quote #BW003956 v1

Prepared for:

Folsom Lake College


Prepared by:

Benjamin Wadsworth

Products


Item	Description	Price	Qty	Ext. Price	
60-1449-01 	Extron MPA 601 Mono 70/100 V Amplifier – 60 Watts	\$269.50	13	\$3,503.50	
60-849-21 	Extron XPA 1002 Plus 100 Watts Per Ch @ 8 Ohms	\$379.50	1	\$379.50	
60-1540-02 	Extron MLC Plus 100 AAP MediaLink Plus Controller with AAP Opening	\$687.50	10	\$6,875.00	
70-1097-04 	Extron SMB 114 Surface Mount Box Four-gang, black	\$132.00	11	\$1,452.00	
70-1076-02 	Extron AAP SuperPlate 100 (HDMI, VGA/Audio, USB)	\$82.50	12	\$990.00	
70-090-14 	Extron AAP Blank Quad Plate	\$22.00	1	\$22.00	
60-1457-02 	Extron IN1604 Four Input HDCP-Compliant Scaler	\$1,094.50	14	\$15,323.00	
60-190-01 	Extron RSU 129 Universal Rack Shelf Kit Extron Universal Rack Shelf Kit for 9.5" Deep Products	\$71.50	14	\$1,001.00	
60-1470-02 	Extron MLC Plus 200 MediaLink Plus Controller	\$797.50	3	\$2,392.50	
60-1166-02 	Extron UCM R308 Universal Controller Mounting Panel with 8 AAP Openings	\$44.00	3	\$132.00	
26-663-06 	Extron HDMI Ultra/6	\$38.50	14	\$539.00	
26-714-06 	Extron DPM-HDF/6 4K Plus Active Adapter Cable 6'	\$49.50	14	\$693.00	
22-151-03 	Extron SPK 16/1000 AWG Speaker Cable	\$247.50	1	\$247.50	

Products

Item	Description	Price	Qty	Ext. Price
100-331-01 	Extron 3.5mm Mini Stereo-HQ 10-Pack	\$27.50	1	\$27.50

Subtotal: **\$33,577.50**



Prepared For	Prepared By	Details
Folsom Lake College 10 College Parkway Folsom, CA 95630 David Hindi hindiD@flc.losrios.edu	Terrapin Technology Group, Inc  Benjamin Wadsworth (916) 481-1991 benjamin@terrapiintechology.com	Folsom Lake College Quote #: BW003956 Version: 1 Delivered: 11/05/2019 Expires: 12/03/2019

Quote Summary

Description	Amount
Products	\$33,577.50
Subtotal:	\$33,577.50
Tax:	\$2,602.24
Total:	\$36,179.74

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date

Retail Sales Agreement



AVI Systems Inc., 45272 Industrial Drive Fremont, CA, 94538 | Phone: (415)915-2070, Fax: (415)358-4868

Proposal Number: 980141

Prepared For: Los Rios Community College

Attn: David Hindi

Proposal Date: November 06, 2019

[LRCC_CA-Folsom_Extron Quote](#)

Prepared By: Michael Elliott

Phone: 408-464-2805

Email: mike.elliott@avisystems.com

BILL TO

Attn: David Hindi

Los Rios Community College

10 College Parkway

Folsom, CA, 95630

Phone: 916-608-6610

Email: HindiD@flc.losrios.edu

Customer Number: LRC002

SITE

Attn: David Hindi

Los Rios Community College

10 College Parkway

Folsom, CA, 95630

Phone: 916-608-6610

Email: HindiD@flc.losrios.edu

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	\$33,000.05	
Integration	\$0.00	
PRO Support	\$0.00	
Shipping & Handling	\$954.00	
Tax	\$2,557.50	
Grand Total	\$36,511.55	

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CASH. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
NW8393 PO Box 1450
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the [AVI General Terms & Conditions](http://www.avisystems.com/TermsOfSale) (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

AVI Systems, Inc.

Company

Signature

Printed Name

Date

CONFIDENTIAL INFORMATION













The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

SERVICES TO BE PROVIDED

None defined

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>MSRP</u>	<u>Price</u>	<u>Extended</u>	
60-1449-01	EXTRON	MPA 601-70V	13	\$490.00	\$264.86	\$3,443.18	
AVI-TBD-MATERIAL		100 Watts Per Ch @ 8 Ohms	1	\$690.00	\$372.97	\$372.97	
60-1540-02	EXTRON	MLC Plus 100 AAP	10	\$1,250.00	\$675.68	\$6,756.80	
70-1097-04	EXTRON	SMB 114 Four-gang, Black	11	\$240.00	\$129.73	\$1,427.03	
70-1076-02	EXTRON	AAP Super Plate 100, Black	12	\$150.00	\$81.08	\$972.96	
70-090-14	EXTRON	AAP BLANK PLATE BLACK	1	\$40.00	\$21.62	\$21.62	
60-1457-02	EXTRON	IN1604 HD	14	\$1,990.00	\$1,075.68	\$15,059.52	
60-190-01	EXTRON	RSU 129 GRAY	14	\$130.00	\$70.27	\$983.78	
60-1470-02	EXTRON	MLC Plus 200	3	\$1,450.00	\$783.78	\$2,351.34	
60-1166-02	EXTRON	Universal Controller Mounting Panel with 8 AAP Openings	3	\$80.00	\$43.24	\$129.72	
26-663-06	EXTRON	HDMI Ultra/6 - 6' (1.8 m)	14	\$70.00	\$37.84	\$529.76	
26-714-06	EXTRON	DPM-HDF/6 4K PLUS - 6' (1.8 m)	14	\$90.00	\$48.65	\$681.10	
22-151-03	EXTRON	SPK16/1000 - 1000' (305 m)	1	\$450.00	\$243.24	\$243.24	
100-331-01	EXTRON	3.5 MM MINI STEREO-HQ 10-PACK	1	\$50.00	\$27.03	\$27.03	

Sub-Total:**\$33,000.05****Total:****\$33,000.05**

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. Changes In The Scope of Work – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.

2. Ownership and Use of Documents and Electronic Data – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.

3. Proprietary Protection of Programs – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI's know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal Regulations.

4. Shipping and Handling and Taxes – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.

5. Title – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.

6. Security Interest – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI

7. Risk of Loss or Damage – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.

8. Receiving/Integration – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

9. Equipment Warranties – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

10. General Warranties – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY

INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

19. Confidentiality. The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

20. Nonsolicitation - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

21. Price Quotations and Time to Install – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

22. Price Quotations – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.