



A BICO COMPANY

9530 Padgett Street Suite 101 | San Diego CA | 92126

858.429.9565
WWW.DISCOVER-ECHO.COM
ORDERS TO: ORDERS@DISCOVER-ECHO.COM
PLEASE REFERENCE QUOTATION NUMBER

Quotation

TJK-USDR1647-01

CUSTOMER:

DEMETRA SKALTSAS
DINE COLLEGE
1 CIRCLE DR. ROUTE 12
TSAILE AZ 86556

PREPARED BY:
THOMAS KELLY
2022-09-16
925.784.5425
TKELLY@DISCOVER-ECHO.COM

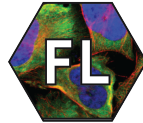
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Upright



Inverted



Fluorescence



Brightfield



Phase Contrast

ITEM	SKU	QTY	DESCRIPTION	UNIT PRICE (USD\$)	EXT PRICE (USD\$)
MICROSCOPE BODY					
1	RNSD1000	1	Revolution Upright & Inverted Capability Brightfield LED Illumination LED Fluorescence Module Microsoft Surface Studio 28 inch PixelSense TM Touch Display Multi Dimensional Imaging: Time Lapse Multi-Point Mosaic Multi-Channel Z-Stack Motorized Epi-Fluorescence: 5 Channels Mercury Free LED illumination with Intelligent Nosepiece Cameras: Brightfield: 5MP CMOS Color Fluorescence: 5MP sCMOS Mono Includes one (1) year warranty on microscope to be free of defects for materials and workmanship from the date of delivery.	\$76,945.00	\$67,711.60

LED LIGHT CUBES



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2	CUBE4001	1	DAPI - EX:380/30 EM:450/50 DM:425	\$2,834.00	\$2,522.26
3	CUBE4002	1	FITC - EX:470/40 EM:525/50 DM:495	\$2,834.00	\$2,522.26
4	CUBE4004	1	TxRED - EX:560/40 EM:630/75 DM:585	\$2,834.00	\$2,522.26

OBJECTIVE LENSES

5	JMAG0103	1	10x PLAN Fluorite Phase Ph1 NA 0.30 WD 10mm	\$1,331.00	\$1,264.45
6	JMAG0203	1	20x PLAN Fluorite LWD CC Phase Ph1 NA 0.45 WD 6.6-7.8mm	\$1,739.00	\$1,652.05
7	JMAG0404	1	40x PLAN Fluorite LWD CC Phase Ph2 NA 0.60 WD 3.0-4.2mm	\$2,502.00	\$2,376.90
8	JMAG9602	1	60x PLAN X Apo Oil Phase PH3 NA 1.42 WD 0.15mm	\$7,808.00	\$7,417.60
9	JMAG9002	1	100x PLAN X Apo Oil Phase Ph3 NA 1.45 WD 0.13mm	\$7,919.00	\$7,523.05

CONDENSER



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10	JCND2005	1	LWUCD Long Working Distance Universal Turret Condenser - NA 0.55 - WD 27mm. Five position rotating turret includes PHL PH1 PH2 PH3 phase annuli.	\$2,677.00	\$2,543.15
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STAGE INSERTS

11	HLDR0001	1	Stage Insert - 30mm diameter cutout for viewing	\$126.00	\$115.92
12	HLDR0002	1	Stage Insert - Holds two (2) 1x3 inch microscope slides	\$126.00	\$115.92
13	HLDR0003	1	Stage Insert - Holds four (4) 35mm petri dishes	\$126.00	\$115.92
14	HLDR0004	1	Stage Insert - Holds two (2) 60mm petri dishes	\$126.00	\$115.92

ACCESSORIES



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15	DUST0001	1	Olympus RMS nosepiece dust plugs	\$10.00	\$10.00
16	RNST3001	1	Onsite Install and training	\$1,163.00	\$1,163.00
17	RHSD0001	1	Revolution HyperScan Software	\$15,000.00	\$0.00
18	RNAM1001	1	Annual Maintenance for AQ software module. Includes free software upgrades while under software maintenance.	\$1,000.00	\$1,000.00
19	RNJY0001	1	Revolution Control Joystick	\$1,644.00	\$1,479.60
20	RNJYCC01	1	CABLE ASSEMBLY, JOYSTICK EXTERNAL	\$0.00	\$0.00
21	RAST0001	1	Image Analysis Software (requires Windows PC)	\$6,600.00	\$6,600.00
22	RNTM1001	1	Remote Training for IMP software module	\$500.00	\$500.00
23	JOIL0002	2	Olympus Immersion Oil 30cc	\$62.00	\$124.00



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\$135,968.00

\$109,395.86

NOTES:



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SUBTOTAL	\$109,395.86
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SHIPPING	\$186.00
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TOTAL	\$109,581.86
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Quote expires 10/31/22. Price includes free hyperscan module (valued at \$15,000) for orders placed on or before 10/31/22



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Terms and Conditions

1. General

1.1 This agreement (hereinafter "Agreement") contains the complete "Terms and Conditions" for the sale and purchase of products from Echo, Inc. (hereinafter "Seller") by Customer, and constitutes the complete understanding of the parties with respect thereto. By engaging Seller for a potential purchase, Customer agrees to be bound by and accepts these terms and conditions. No modification, extension, or release from any provision shall effect this mutual agreement unless the modification is stated in writing, is signed by both Seller and Customer, and specifically describes the amendment of this Agreement.

1.2 Discover ECHO, Inc shall not accept the return of any products unless previously authorized by Discover ECHO, Inc in writing, whether under warranty or otherwise and the request to return an item is received by Discover ECHO within 30 days from the date of delivery. Any returns will be subject to a restocking fee equal to 20% of the purchased price.

2. Quotations

2.1. Quotations issued by Seller apply only to the direct order purchases from Customer, are non-transferrable, and shall expire at the end of the "effective dates" period listed on each quotation. Seller may terminate any quotation upon written notice.

2.2. All quotations issued by seller contain confidential and proprietary pricing information which, if disclosed to third parties, could cause competitive harm to Seller. Subject to overriding obligations to third parties, customer agrees to keep all pricing information contained herein confidential.

2.3. Purchase orders are not binding upon Seller until accepted by Seller, in writing.

3. Prices & Taxes

3.1. Seller reserves the right to change its list prices at any time.

3.2. Seller's prices do not include any taxes (including VAT), duties, levies or other government fees that may apply to your order, and if applicable, it is the customer's duty to pay them. Customer will indemnify and hold Seller and its Affiliates harmless from any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with the Products.

3.3. If Customer claims any exemption from such taxes, fees or charges, customer must provide Seller with a tax exemption certificate, and any other relevant documentation required by taxing authorities, upon placement of order.

3.4. Seller's prices do not include delivery fees, and standard shipping and handling fees will be added to the final invoice.



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4. Payment

- 4.1. Payment is due upon the shipment of the purchased product unless both parties have agreed otherwise. Regardless, Seller must strictly adhere to any payment terms that have been agreed upon to in writing.
- 4.2. In the event of late payment, Seller may suspend delivery, cancel the purchase order, reject future orders, and charge a late-payment charge, from the due date until paid, at the rate of one percent (1%) per month (12% per year) or, if less, the maximum amount allowed by law. Buyer agrees to pay late charges if demanded by Seller.
- 4.3. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to: court costs, filing fees, related damages and attorneys' fees.
- 4.4. Any credit issued by Seller to Customer for any reason must be used within One (1) years from the date the credit was issued.

5. Delivery

- 5.1. Seller has sole discretion of choice of carrier and relevant terms. If customer does not specify carrier, Seller will use its default carrier.
- 5.2. If Customer's carrier account number is used, or Customer selects a carrier that does not regularly ship for Seller, the title to Products and risk of loss or damage during shipment passes from Seller to Customer upon delivery to the carrier. For all other shipments, the title to Products and risk of loss or damage during shipment passes from Seller to Customer upon delivery to the specified destination.
- 5.3. Any and all shipping dates provided by Seller are estimates only, and Seller cannot be held liable for any losses, expenses, claims or damages caused by late delivery.
- 5.4. Export of all products shall be in accordance with the Department of Commerce Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government.

6. Product Use

Our products must be used in accordance of our instructions. It is the buyer's responsibility to ensure the use of Seller's products is in compliance with applicable laws, regulations, and government policies. Failure to use products in an approved and legal manner voids any applicable warranties, these general terms of sale, and releases Seller from any liability arising therefrom.

7. Warranties

- 7.1. Limited Warranty: We warrant that instruments will be free of defects in materials and workmanship for 12 months after they are delivered, though regardless of delivery date, this warranty will not last longer than 15 months from the date of shipment.
- 7.2. If a product does not meet warranty within the warranty period, Buyer must notify Seller in writing of the defect as soon as is reasonably practicable after discovery of the defect. For valid claims made in a timely manner, Seller will replace or repair the product, or provide credit for the price paid, after product has been returned.
- 7.3. Seller's warranty does not apply to defects or failures caused by (a) external sources such as short circuits or incorrect voltages or hackers; (b) normal wear and tear; (c) instruments sold to you as a 'used' product; (d) contact with improperly used or unapproved chemicals or samples; (e) repair, modification, alteration, installation, de-installation, or transport by anyone other than us or a person authorized by us; (f) removal, or use, maintenance, storage, or handling in an improper, inadequate, or unapproved manner, such as failure to follow our instructions or operating guidelines, or protocols, operation outside of stated environmental or use specifications, or operation with unapproved software, materials or other products; (h) installation of software or interfacing not approved by seller, or use of the instrument in combination with software or products we have not approved; (j) neglect, accident, or acts of nature (force majeure). We may also void your warranty if you ship your products outside of the United States.



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7.4. Seller's warranties are non-transferrable, and apply only to the original purchaser.

7.5. In the event of any liability incurred by Seller, the entire liability of seller and its affiliates for damages from any cause whatsoever will not exceed the purchase price. However, these provisions do not limit Seller's liability that cannot be excluded by law.

7.6. All warranties stated herein are exclusive. Seller makes no other representations or warranties of any kind, express or implied, including without limitation: implied warranties of merchantability or fitness for a specified purpose, of non-infringement, or regarding results obtained through the use of Seller's products, whether arising from statute, course of performance, dealing or usage of trade, or otherwise by law, all of which are expressly disclaimed.

8. Intellectual Property & Indemnity

8.1. All intellectual property rights relating to Seller's products are exclusively owned by Seller. Any purchase of Seller's products grants buyer a limited, non-transferable right for the buyer to use the products. No right to resell our products or any components is conveyed expressly or by implication. Unless otherwise specified, Seller provides no rights to use its products in commercial applications of any kind.

8.2. Licenses to our software products are not transferrable, and Buyer may not sell, rent, lease, loan or transfer any product that contains or requires software for operation or other use unless the software is permanently deleted and uninstalled.

8.3. Seller agrees to defend and indemnify buyer against infringement damages awarded in any action brought against Seller to the extent the claim the action is based on a claim that Seller's manufacture and/or sale of a product infringes on any patent, copyright, trademark or other intellectual property right, if Seller had actual knowledge of such intellectual property right and the actual infringement of that right. If Seller (i) fails to comply with this agreement, (ii) resells products, or (iii) modifies or has another party modify the product in any way, this indemnity will not apply. This indemnity does not apply to products originating from third parties. THIS INDEMNITY IS SELLER'S ONLY LIABILITY TO CUSTOMER, AND CUSTOMER'S ONLY REMEDY FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY OR IN CONNECTION WITH ANY PRODUCT. As a condition to this indemnity, Customer must (i) notify buyer, in writing, as soon as they become aware of any claim; (ii) not admit liability or take other action that could affect a defense; (iii) allow Seller to solely control the defense or settlement of the claim; and (v) provide reasonable information, cooperation and assistance.

9. Miscellaneous

9.1. These Terms and Conditions and any sale of products hereunder will be governed by the laws of the State of California, without regard to conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any arbitration, enforcement of arbitration, or litigation will be brought exclusively in the County of San Diego, California, and Customer consents to the jurisdiction of federal and state courts located therein, submits to the jurisdiction thereof, and consents to the exercise of personal jurisdiction by any such court. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

9.2. Seller reserves the right to modify these Terms at any time, though modifications do not apply to orders pending when the modifications are announced.

9.3. Seller's failure to exercise any rights under the Contract shall not constitute a waiver of our rights to damages for your breach of contract, and is not a waiver of any subsequent breach. If any provision or part of the Contract is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Contract. Headings are for convenience only and shall not be used in the interpretation of these Terms.

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