

AV Quotation Prepared For: Reno Police Department

Quote Date:	2/11/2025
Valid-To:	6/11/2025
Quote No.:	Q-01773
Country Of Origin:	Germany
Freight Terms:	FCA-DEST
Payment Terms:	Net 30
Robot Type:	

Customer:	Reno Police Department
BD Contact Name:	Tiffany Novotney
BD Contact Number:	
Customer Contact Name:	Elizabeth Kunz
Customer Contact Email:	kunze@reno.gov
Send Contract PO To:	driscoll@avinc.com
Serial No.:	

Line	Qty	Product Code	Product Description	Lead Time (Days)	Unit Price	Amount
1	1	Product	Reno Police Department Invoice Only See Primary Quote Q-01767	180	\$167,191.85	\$167,191.85

Sub Total: \$167,191.85

Tax Amount: \$

Freight: \$

Order Total: **\$167,191.85**

Address:	911 East Parr Boulevard Reno NV 89512 US
Notes To Customer:	<ul style="list-style-type: none"> • Our manipulator vehicle Telexmax and its accessories are subject to export license. They are classified dual use items, falling into Chapter 1A006A of the European dual use regulation. • These commodities, technology or software are exported from Federal Republic of Germany in accordance with export administration regulation. Diversion contrary to Federal Republic of Germany law is prohibited. • Re-export of the goods to third countries without the approval of the Federal Office of Economics and Export Control (BAFA) of the Federal Republic of Germany is prohibited. • Once imported into the US, any export from the US is subject to the US export administration regulations, which have to be complied with as well. • Prior to shipment, an EUC is required to be in place. • If customer does not have Sales Tax Exemption, sales tax may be applied at invoicing or at credit card payment.
Additional Notes:	<p>The total value of all 25 lines of hardware delivered to Washoe County= \$501,575.55 to be divided by 3 agencies for invoicing purposes and listed below:</p> <p>Reno Police Department Invoice Responsibility Q-01773 \$167,191.85</p> <p>Sparks Invoice Responsibility Q-01777 167,191.85</p> <p>Washoe County Sheriff Responsibility Q-01767 \$167,191.85</p> <p>Delivery and End User is Washoe: 911 PARR BLVD RENO, NV 89512</p>



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

AV Quotation

Commercial U.S. Terms and Conditions - UGV Products & Services

1. SCOPE: The following Commercial U.S. Terms and Conditions of Sale – Unmanned Ground Vehicles (“UGV”) Products & Services (the “Terms”) shall apply to all letter quotations or proposals made, and related purchase orders accepted, by AeroVironment, Inc. (“SELLER”) for sales of UGV systems and related products, including spare parts, and models manufactured by AeroVironment, Inc. (the “Products”) and/or services, including, service orders, repairs, maintenance and training for UGV, and/or related systems (the “Services”) or software developed by AV or a third party and licensed as a component of, or embedded in, the Products, including upgrades thereto (“Software”) by AV to a U.S. commercial customer or Other Government Agency (OGA) (the “Customer”) identified in the accompanying letter quotation or proposal. These Terms and the Proposal together form the agreement between AV and Customer (“Agreement”). These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. These Terms shall govern when in conflict with any of the terms and conditions contained in Customer’s purchase order or other procurement document, and AV’s acceptance of Customer’s order is conditioned upon Customer’s acceptance of these Terms, irrespective of whether Customer accepts by a written acknowledgement, implication, or acceptance of and payment for Products ordered hereunder. AV’s failure to object to provisions contained in any communication from Customer, or failure to enforce these Terms, shall not be deemed a waiver of these Terms or any provisions thereof. Any changes in these Terms must be specifically agreed to in writing by both parties before becoming binding on either party.

2. PRICES: AV’s letter quotation or proposal (“Quotation,” or “Proposal”) constitutes an offer to provide Products, Software and/or render Services upon these Terms. Unless otherwise stated on the Quotation or Proposal, the prices in any Quotation or Proposal: (i) shall be valid for a period of ninety (90) days from its date; (ii) are in U.S. Dollars payable by check, credit card (pending approval by AV) or wire transfer; (iii) do not include (a) material shipping, transportation or installation charges, (b) sales, use, personal property or other taxes, including state and local privilege or excise taxes, or (c) authorized out of pocket and/or travel expenses reasonably incurred by AV directly related to its performance of Customer’s requested Services.

3. TERMS OF PAYMENT: Customer shall pay all Invoices in U.S. Dollars, net 30 days from the Invoice, unless otherwise stated on the Quotation or Proposal, for established accounts with AV approved credit or as agreed in writing between AV and Customer concurrent with order placement. For new accounts or Customer’s without pre-approved credit, or at AV’s option, payment shall be by advance payment. The acceptance by AV of any order is contingent on such Customer credit approval. If Customer is delinquent in payment to AV, AV may immediately stop performance of Services and future performance of Services until all delinquent amounts and late interest are paid. Additionally, AV may at its option recover all costs incurred by AV or its agent, including without limitation reasonable attorneys’ fees, costs and expenses in a collection action or any other legal action resulting from Customer’s breach of this Agreement. Customer may not set off or recoup invoiced amounts or any portion thereof against sums that are due, may become due or Customer claims to be due from AV.

4. PROTOTYPES. (a) Use. In the event that Customer has requested, and AV has agreed to provide, the delivery of Products which are pre- production units, prototype models, or Products which for any reason whatsoever are not final production units which have successfully undergone all applicable testing and certification processes (collectively, “Prototypes”), Customer expressly agrees and hereby acknowledges that Prototypes may not be suitable for Customer’s own purposes, are not suitable for use by the general public or third parties other than Customer, are not intended for retail or other resale, and are not to be resold. Customer will indemnify and hold harmless AV for any claim resulting from Customer’s failure to restrict Prototype products from any other type of use. AV reserves the right, in its sole discretion, to recall Prototypes and replace them with final production models of the Products, at no added cost to Customer. **(b) Parts Only Warranty.** Unless otherwise stated on the Proposal or otherwise agreed in writing, Prototypes do not qualify for the Warranty coverage described in Section 11 of these Terms. **(c) Release and Waiver.** In consideration for AV’s agreement to provide Prototypes to Customer, Customer expressly waives and releases AV from any liability, claims, demands, actions or causes of action whatsoever. Article 14 governs Prototypes and for the purposes, the amount paid by PURCHASER for Prototypes is zero dollars.

5. DELIVERY. Unless otherwise stated on the Proposal, (a) Products shall be shipped FOB Origin or delivered FCA (Incoterms 2020), using AV’s standard packaging. (b) Delivery time is not of the essence; and (c) AV is not liable for any loss arising from delay in delivery of Products. Customer is solely responsible for, and shall bear all expense, risk and direction obligation relating to any applicable (i) Special Product packaging and/or freight handling requests from Customer; and (ii) Products customs, duties and import/export compliance. AV’s delivery obligations are conditioned upon receipt of an approved export license from the United States Government, if required.

6. ACCEPTANCE. Customer acceptance of Products or Services under this Agreement shall occur upon Customer receipt of an SELLER Certificate of Conformance.

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

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

9. APPLICATION OF FEDERAL ACQUISITION REGULATIONS. In the event that Customer determines that Federal Acquisition Regulation (“FAR”) terms and conditions are required to be applied to this Agreement by law, the Customer shall provide to AV, in writing, notice of such applicable terms, which shall be deemed a Change request and subject to the process identified in Section 7, above.

10. CUSTOMER CERTIFICATIONS: If Public Law 87-653, Truth in Negotiations Act (TINA) is applicable to this Agreement, Buyer waives any requirement for cost and pricing data or certification thereof by AV.

11. LIMITED WARRANTY. Unless otherwise delineated in the SELLER Quotation or Proposal, the following limited warranties apply to this Agreement. (a) **PRODUCT.** Seller warrants that Products provided by SELLER shall be free from defects in materials and workmanship (except for normal wear and tear) for a period of 12 months from delivery.

(b) **REPAIRS.** Seller warrants that repairs on Products shall be free from defects in materials and workmanship (except for normal wear and tear) for a period of 90 days from delivery. (c) **SERVICES.** Seller warrants that for a period of thirty (30) days from performance of Services, the Services will substantially conform to the professional and technical standards of the industry. . (d) **UPGRADES OF UGV (ROBOTS)** Seller warrants upgrades for defects or workmanship for a period of 12 months. Upgrades are contingent upon the customers robot meeting minimum technical and physical specifications. (e) **EXCLUSIVE REMEDY.** PURCHASER must give timely written notice to SELLER of any breach of warranty. PURCHASER's exclusive remedy and SELLER's entire liability for breach of the limited warranties set forth in this Article 9 shall be limited, at SELLER's at sole discretion, (i) to repair or replace the Product, (ii) re-perform the Services; (iii) make an equitable adjustment, or (iv) provide a refund up to the total amount paid for the deficient Product. THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. INTELLECTUAL PROPERTY. (a) **Ownership.** All right title and interest in and to intellectual property of any kind associated with the Products and Software is reserved to, and belongs to, AV. (b) **No Reverse Engineering.** Customer agrees not to directly or indirectly disassemble, decode, peel components, decompile, modify, append, translate, copy, distribute, publicly display, disclose, sell, lease, loan, rent, transfer, assign, sub-license or otherwise reverse engineer or attempt to reverse engineer or derive source code from, or provide to third parties, the Products or Software or any portion thereof, or permit or encourage any third party to do so, or use or acquire any materials from any third party who does so. (c) **Software License.** Subject to these Terms, AV grants Customer a non-exclusive, non-transferable license, without right of sub-license, to use the software embedded in the Products, and any upgrades thereto (the "Software") solely (i) with the Products, (ii) for Customer's own use, (iii) as instructed in AV's operation instructions. The Software is the property of AV, contains confidential and proprietary information of AV, and is protected by applicable patent and copyright laws and international treaties. Customer receives no other express or implied license or right to the Software under any patent, copyright, trademark, trade secret or other proprietary or intellectual property right. Customer shall receive and maintain the Software and other AV confidential information in confidence and agrees to use at least the degree of care that it uses to protect its own proprietary information, but no less than reasonable care, to prevent the unauthorized use of the Software outside of this Agreement. Customer's obligations under this Section shall continue indefinitely for as long as the Software continues to be confidential or proprietary to SELLER or its licensors..

13. FORCE MAJEURE: AV shall not be liable for any loss or damage resulting from failure or delay of performance due to unforeseen circumstances or causes beyond its control, including without limitation strikes, riots, war, fire, flood, sabotage, acts of God, inability to obtain materials or manufacturing facilities, weather-related transit or shipping delays, or compliance with any law, regulation or order, whether valid or invalid, of any cognizant government body, whether domestic or foreign.

14. LIMITATION OF LIABILITY: (a) DISCLAIMER OF CERTAIN TYPES OF LIABILITY. SELLER AND ITS LICENSORS SHALL NOT BE LIABLE TO PURCHASER FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF PRODUCTS, SOFTWARE OR SERVICES, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT SELLER OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY

LIMITED REMEDY. (b) **GENERAL LIMITATION OF LIABILITY.** THE TOTAL CUMULATIVE LIABILITY OF SELLER AND ITS LICENSORS HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY PURCHASER UNDER THIS AGREEMENT FOR THE PRODUCT, SOFTWARE OR SERVICE GIVING RISE TO THE CAUSE OF ACTION. (c) **APPLICABILITY OF DISCLAIMERS AND LIMITATIONS.** The limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether PURCHASER has accepted Products, Software or Services delivered or performed by SELLER. The parties agree that SELLER has set its fees and entered into this Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

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

- and (f) purchase order terms (excluding pre-printed terms)
- 15. GOVERNING LAW:** The purchase and performance of Services pursuant to this Agreement shall be governed by the laws of the State of California without regard to its conflicts of law provisions. Venue for any dispute regarding this Agreement or any resulting order shall be Los Angeles County, California, and Customer expressly consents to the jurisdiction of its state and federal courts in connection with this Agreement. Customer waives any other venue to which either party might be entitled by domicile or otherwise. The parties specifically exclude application of the United Nations Convention on Contracts for the International Sale of Goods (CISG), which shall not apply to this Agreement
- 16. EXPORT CONTROL:** Customer is responsible for notifying AV if any aspect of work will require AV to access classified information. Commodities, technology, information, and/or software purchased or licensed hereunder may be exported and re-exported by Customer solely in accordance with the U.S. Export Regulations, including but not limited to, the Export Administration Regulations and International Traffic in Arms Regulations, as applicable. Diversion contrary to U.S. law is prohibited.
- 17. ORDER OF PRECEDENCE.** The various documents constituting this Agreement shall, insofar as is possible, be interpreted so as to be consistent with one another. In the event that a conflict or ambiguity arises in the interpretation of this Agreement, said conflict or ambiguity shall be resolved in accordance with the following order of precedence, with the first listed item having a higher precedence than later listed items: (a) these Terms and Conditions; (b) Customer's Purchase Order; (c) typed Quotation or Proposal form; and (d) Statement of Work; specifications, or ; drawing(s),
- 18. ENTIRE AGREEMENT:** This Agreement constitutes the entire, complete and fully integrated agreement between AV and Customer with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous oral or written agreements, course of dealing or understandings relating to that subject matter. There are no other statements, representations, terms, covenants, warranties, guarantees, conditions, agreements or obligations in any way relating to AV's performance of Services for Customer, and Customer expressly disclaims any purported reliance on any prior oral and/or written representations. If any provision of these Terms is held invalid, void or unenforceable for any reason, that provision shall be severed, and all other provisions of these Terms shall remain valid to the extent permissible under law. Under no circumstances shall any preprinted additional or different terms or conditions on Customer's purchase orders or invoices, AV's sales or marketing materials, or other business documents apply to products purchased under this Agreement. This Agreement shall only be modified by a document signed by both Customer and AV.
- 19. INTERNAL RESEARCH & DEVELOPMENT.** Customer acknowledges that AV has ongoing research and/or development projects that may benefit the performance of the Products, Software and/or Services. The Parties agree that the price quoted for the Products, Software and/or Services is intended to cover only those research and/or development efforts that are expressly required to be performed as part of this contract/order. Any such efforts that are implicitly necessary to satisfy the requirements of this contract/order are not intended either to be part of this contract/order or to be paid for under this contract/order.