



Addendum attached hereto and
incorporated herein for all purposes.

130 North Main Street
Suite 630
Butte, MT 59701
(406) 497-5333

TCM Contract # 2021-482

Quote # DRENQ2477-01

Tuesday, August 17, 2021

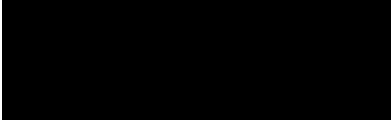
To: [REDACTED]
University of North Texas
1155 Union Cir
#305310
Denton, TX 76203
Phone [REDACTED]

Quote prepared by: [REDACTED]

Item	Part #	Description	Qty	UNIT PRICE	TOTAL PRICE
1	903900	LabRAM I Bench Top Mixing System 500 gram payload 110 V	1	\$35,250.00	\$35,250.00
2	LRI-110V	LabRAM I 110 V Power Configuration	1		
3	001348	Type B Power Cord 13 Amps, 120 V (USA, Puerto Rico, Canada, Mexico & Japan)	1		
4	*1MS	LabRAM I Manuals and SW	1		
5	904118	LabRAM I - 4" Standard Vessel Holder	1	\$1,890.00	\$1,890.00
6	100355	.6 " spacer (4" Holder)	1	\$147.00	\$147.00
7	100307	1.1" spacer (4" Holder)	1	\$180.00	\$180.00
				Shipping	\$300.00
				Total	\$37,767.00

Quotation Information

1. Pricing is in USD,
2. Terms and Conditions attached to this document are part of this contract.
3. Payment: Net 30 days after date of invoice.
4. Delivery: 90 days after receipt and approval of order or as arranged at the time of order.
5. Delivery: DAP Incoterms, all local charges, duties, taxes, and VATS are the responsibility of the Customer
6. Quote is valid for 90 days.
7. Purchase Orders to be sent to:



8. Technical questions regarding this quote may be directed to:



RESODYN ACOUSTIC MIXERS, INC. SALE TERMS AND CONDITIONS

1. DEFINITIONS:

"Seller" within these terms and conditions is defined as Resodyn Acoustic Mixers, Inc.

"Purchaser" within these terms and conditions is defined as the customer or one who has expressly requested the products or services of the Seller. This includes any and all people who purchase items from the Seller.

"Products" includes hardware, software, documentation, accessories, parts, options and upgrades referenced within the sales quote to be sold or delivered to the Purchaser by the Seller.

"Service" is any action and/or labor required by Seller for Purchaser.

"Software" means one or more programs capable of operating on a controller, processor or other hardware product (device). Software is either a separate Product, included with another Product ("Bundled Software"), or fixed in a Device and not removable in normal operation ("Firmware").

"Software License" means the Software license grant and general license terms set forth herein. Each Software License may have a corresponding License Fee.

2. SHIPMENT AND DELIVERY:

All delivery is F.O.B. shipping point unless otherwise indicated. Any delivery dates herein are estimates made by Seller of the times within which it anticipates making shipments and are not guarantees of delivery by such dates. Seller shall use all reasonable efforts to comply with such schedules, but shall not be liable for damages or otherwise, nor shall Purchaser be relieved of its performance hereunder because of Seller's failure to meet such delivery dates. Title to and risk of damage to Product shall pass to Purchaser upon delivery to the carrier. Purchaser shall have the responsibility to obtain and pay for insurance and negotiate with the carrier and/or insurer in the event of miss-delivery, loss or damage, even if Seller has secured insurance at Purchaser's request. In the absence of specific instructions, Seller will ship by what it deems to be the most appropriate method. Purchaser will pay all freight charges unless otherwise noted. When special or export packaging is requested or required in the opinion of Seller, the cost of same, if not stated herein, will be an additional charge. Seller shall not be liable for any delay in delivery or other failure of performance hereunder due to any causes beyond its control, including, but not limited to acts of God or governments, labor disputes or inability to secure materials, labor or transportation. In the event of such delay, Seller's time for delivery or other performance shall be extended for a period equal to the duration of such delay. All requests to reschedule or cancel an order are subject to acceptance by Seller. Seller reserves the right to assess a rescheduling or cancellation charge for requests received within thirty (30) days of a scheduled shipping date.

3. PRICES:

Prices of Product quoted herein and/or on any supplementary schedules, unless otherwise indicated, do not include installation costs or any sales, use, excise or other similar tax levied by the United States or a state of subdivision thereof. Price quotes are valid for 60 days from the date of the quotation unless otherwise specified.

4. TAXES:

Purchaser shall be responsible for any and all applicable federal, state, municipal and other government taxes (such as sale, use, etc.). Unless otherwise specified by Seller, prices do not include such taxes. **Purchaser shall provide to Seller either a RESALE CERTIFICATE OR AN EXEMPTION CERTIFICATE for State sales or use taxes, valid in the place of delivery, prior to shipment.** The amount of any sales, use, excise or other similar tax applicable to the sale of any Products shall be paid by Purchaser to the appropriate taxing authority and Purchaser will indemnify Seller and hold it harmless from any claim, cost or expense as a result of Purchaser's failure to make any such payment.

5. TERMS: PAYMENT:

Payment terms are as provided on the attached quotation hereof. Delay in delivery of a portion of any Product shall not extend Purchaser's obligation to make payment for any Product already delivered. Purchaser agrees to submit reasonable financial information if requested by Seller. Seller may at any time, when, in its opinion, the financial condition of the Purchaser so warrants or Seller deems itself insecure or if Purchaser fails to make payments when due, or otherwise defaults hereunder, alter the terms of payment, including declaring any unpaid balance immediately due and payable, suspend credit and delay shipment until such terms are met, or pursue any remedies available at law (including but not limited to, all rights and remedies of a secured creditor pursuant to the Uniform Commercial Code), and in any such event Seller shall be entitled to reimbursement from Purchaser for its collection costs and expenses, including reasonable attorney's fees. If any action is taken by Seller to enforce this contract including these terms and conditions, Seller shall be entitled to recover its costs and reasonable attorney's fees, regardless of whether any suit may be brought by Seller. Seller may charge 1 1/2 % or maximum allowable by law per month on overdue accounts. If the prices stated herein represent a negotiated price based on a quantity purchase of items of Product, Purchaser agrees that if the purchase of all such items is not complete, then the prices of those items actually purchased shall be subject to a new invoice to Purchaser.

6. RETURNS:

Seller is under no obligation to accept returns. Purchaser may not return any product purchased hereunder, without prior written authorization from Seller. Returns will not be accepted for custom engineering work, non-reoccurring engineering charges, and custom products. Restocking charges may apply to any returned product, and these charges will be at the sole discretion of the Seller. All returned products must be in new condition and include all packaging, manuals, warranties, and related documentation as provided by the manufacturer.

7. CHANGES:

Seller reserves the right to modify or change Product in whole or in part at any time prior to delivery to include electrical or mechanical refinements it deems appropriate without incurring any obligation to modify or change any Product previously delivered or to supply new Product in accordance with earlier specifications.

8. LIMITED WARRANTY:

Seller warrants that for a period of one (1) year from the date of Seller's shipment of Product to Purchaser or 2000 hours of machine time, whichever occurs first, its Product is free from defects in material and workmanship. Some newly manufactured Seller Products may contain, and Seller Service may use, remanufactured parts which are equivalent to new in performance. The warranty period for the Product is a specified, fixed period commencing on its date of shipment, or the date of installation if installed by Seller. Seller does not warrant that the operation of Products will be uninterrupted or error free.

If Seller receives written notice of defects from Purchaser during the warranty period, Seller will, at its option, repair or replace the affected Products.

The warranties provided herein will apply only to those Products and Service which are branded by Seller with a Seller trademark ("Resodyn Branded"). Seller does not warrant any third party Products or Service even if included with other Resodyn Branded Products or Service. Furthermore, Seller provides all such third party Products and Service AS IS. However, the original manufacturers or suppliers may provide their own warranties as specified in the documentation accompanying such third party Products and Service.

The above warranties do not apply to defects resulting from:

- a.) Improper or inadequate maintenance by Purchaser
- b.) Unauthorized modification
- c.) Improper use or operation outside of the Specifications for the Product
- d.) Abuse, negligence, accident, loss, or damage in transit
- e.) Improper site preparation
- f.) Unauthorized maintenance or repair

THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, SELLER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

In no event shall Seller be liable for any consequential damages or damages of any kind or nature alleged to have resulted from any breach of warranty.

9. LIABILITY LIMITATION:

Except to the extent (i) caused by Seller's gross negligence or willful misconduct, or (ii) required by applicable law, Seller and its representatives shall have no liability for any loss of use or profits, procurement of substitute goods or any indirect, consequential, incidental, or special damages of any kind, however caused and regardless of form of action whether in contract, tort (including negligence), strict product liability or otherwise, even if Seller or its Representative has been advised of the possibility of such damages; as to any Seller liability not legally subject to the foregoing, Seller's liability shall not exceed the amount paid by Purchaser to Seller in the prior twelve months. Purchaser understands that the risks of loss hereunder are reflected in the price of the Products and that these terms would have been different if there had been a different allocation of risk.

10. SOFTWARE LICENSE:

Subject to the terms and conditions, Seller grants to Purchaser a non-exclusive, non-transferable, non-sublicensable right to use the Software delivered (as an integrated Product component or stand-alone Product) to the Purchaser in accordance with the end user documentation provided to Purchaser. Purchaser may make one (1) additional copy of the Software for backup purposes only. Except to the extent permitted by applicable law and solely for the purpose(s) contemplated by such law, Purchaser agrees not to disassemble, decompile or otherwise reverse engineer the Software.

11. ACCEPTANCE:

Purchaser shall notify Seller or its Representative in writing within twenty (20) days of shipment of any nonconformity, describing the nonconformity in detail; otherwise all Products and the terms hereof shall be conclusively deemed accepted without qualification. All reorders of Products are subject to acceptance by Seller.

12. UNFORESEEN EVENTS:

Seller shall not be liable for delay or failure in delivery performance of any obligations hereunder if performance is rendered impracticable by the occurrence of any condition beyond the reasonable control of Seller. In the event of any such delay or failure in performance, Seller shall have such additional time within which to perform its obligation hereunder as may reasonably be necessary under the circumstances and Seller shall have the right, to the extent necessary in Seller's sole reasonable judgment, to apportion fairly among its various customers in such manner as Seller may consider equitable the Products then available for delivery.

13. CHOICE OF LAW / CHOICE OF FORUM:

The existence, interpretation and performance of these terms and conditions are governed by the laws of the State of Montana. Any and all disputes or claims related to or arising from these terms and conditions shall be resolved by arbitration according to the rules then in effect of the American Arbitration Association. Any such arbitration shall be held in Butte, Montana before a sole arbitrator selected by the parties to the dispute. In the event the parties cannot agree on an arbitrator or if the selected arbitrator cannot perform his functions, an arbitrator or replacement arbitrator shall be appointed by the American Arbitration Association. The arbitration will be governed by the laws of the State of Montana and any award will be final and not subject to appeal. The agreement to arbitrate shall be enforceable in, and judgment upon any award may be entered in any court of any country having appropriate jurisdiction.

14. PARTIAL INVALIDITY:

If any provision of these terms and conditions shall be held to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The failure of either party to enforce any provision of these terms and conditions shall not be construed as a waiver of such provision of the right hereafter to enforce each and every provision. No waiver by either party, express or implied, of any breach of these terms and conditions shall be construed as a waiver of any other breach of such term or condition.

15. ENERGETICS MIXING EXCLUSION:

Purchaser is hereby advised that the use of any Seller machine which was not specifically designed and manufactured for mixing hazardous explosive energetics products is not recommended by Seller and will void the Limited Warranty. Furthermore, should the Purchaser use any Seller machine which is not designed and manufactured for the mixing of hazardous explosive energetic materials for the mixing of said materials, the Purchaser hereby releases and shall indemnify, defend and hold harmless the Seller, its subsidiaries and affiliates, and representatives of all of the foregoing from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney's fees, costs and expenses of whatsoever kind or nature, arising from any property damage or from injury to or death of any person, which in any manner was directly or indirectly caused, occasioned or contributed to in whole or in part by Purchaser's use of any non-hazardous rated Seller equipment for the mixing of hazardous explosive energetic materials.

16. GENERAL:

The Terms and Conditions set forth herein are not assignable by Purchaser without Seller's prior written consent. Any attempt to assign any rights, duties or obligations hereunder without Seller's written consent shall be void. ~~The existence, interpretation and performance of these Terms and Conditions are governed by the laws of the State of Montana.~~ These Terms and Conditions **and attached Standard Addendum to agreement** supersede all prior proposals and negotiations including any terms of any purchase order submitted by Purchaser. These Terms and Conditions cannot be modified, amended, or rescinded except as otherwise provided for herein, except in writing and signed by the Seller and Purchaser.

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNT; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNT. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNT that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas, and venue for any suit filed against UNT shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNT's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNT shall issue written notice to Vendor that UNT may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.


Insurance. UNT, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNT shall without further requirement, satisfy all insurance obligations of UNT under the Agreement.

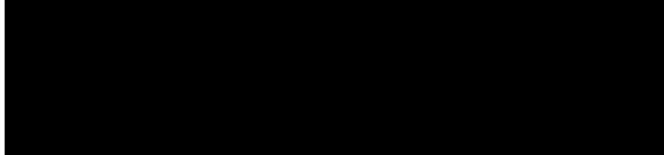
Public Information. UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to UNT records retention requirements; (2) to promptly provide contracting information to UNT when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNT or to preserve all contracting information according to UNT's records retention requirements.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: Resodyn
By: 
Name: _____
Title: _____
Date: 8/17/2021

UNIVERSITY OF NORTH TEXAS
By: 
Title: _____
Date: 8/17/2021

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.