



## Quotation Pro-Forma Invoice

<b>Quote#</b>	Iridian list pricing-IRI1	<b>Date</b>	
<b>Company</b>		<b>Phone</b>	
<b>Contact</b>		<b>Fax</b>	
<b>E-Mail</b>			
<b>Delivery</b>		<b>Payment Terms</b>	Net30, till credit limit of \$2000.
<b>Supplier</b>	IL Photonics	<b>Shipping Terms</b>	CIF, Beit Shemesh
<b>Manufacturer</b>	Iridian Spectral Technologies, Canada		

**Notes: Minimum order value of goods (not including Import costs) \$1000**

Item	Pn	Description	Qty	Unit Price in US\$
1	Any	As in datasheet	1	As in datasheet
2	Import	Import cost for each shipment	1	\$110

**Item 2 will be added for each shipment. 17% VAT (מע"מ) will be added to each invoice as requested by law.**

**Invoice in NIS according to the Shaar hamchaot Gavoa (שער המכאות גבוא), at the day of the invoice.**

Moshe Bril

General Manager

IL Photonics

Phone: +972-2-9923532

Fax: +972-2-9921480

E-Mail: [moshe@ilphotonics.com](mailto:moshe@ilphotonics.com)

Site: [www.ilphotonics.com](http://www.ilphotonics.com)

POB 3312, Beit Shemesh 99552, Israel.

### Photonics with Know How

Terms and conditions.

Please provide the following information when placing your order:

Your purchase order number: Will be required prior to shipping.

Billing address: The invoice address with the accounts-payable contact and phone number.

Shipping address: The delivery address with the contact name and phone number.

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Learn more on IL Photonics at  
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Engineering contact: Providing the full name and phone number of the person to contact is useful in case of technical questions regarding your order.

### Normal Delivery

Every effort will be made to process your order expediently and meet your desired delivery schedule. IST or IL Photonics shall have no liability for any delays in delivery.

### Prices and Terms

We typically quote in US dollars and the prices are valid for 30 days or as stated. A minimum order of \$1000 value of goods (not including shipping costs) US is required. All purchases are subject to our Standard Terms and Conditions. Payment for purchases can be made to IL PHOTONICS. Our payment terms are net 30 days from date of shipment and are granted to all customers with satisfactory credit references

### Change Orders

Changes or cancellations may be telephoned to IL Photonics and must be followed by a written confirmation. The original purchase order number and order date are needed. We cannot accept cancellations of custom orders already in production.

Undelivered custom orders are subject to a cancellation fee, which covers materials and work already expended by Iridian.

### Return of Products

If you need to return product(s) of Iridian Spectral Technologies for any reasons, please contact IL Photonics to obtain first a Return Material Authorization (RMA) and shipping instructions. Ship the product back to us prepaid and insured, in the original or equivalent packaging, with the designated RMA number clearly marked on the outside of the return package. To avoid processing delays, please be sure to include: purchase order number, invoice number, contact name, address and phone number. IST or IL photonics cannot be responsible for any damage occurring in transit to us and we cannot accept products returned without an RMA number. Any product(s) which has been returned to IL Photonics but which is found to meet the applicable specifications and not defective of workmanship, will be subject to an examination charge which will be billed to you and the product will be returned at your expense.

All direct shipping and import costs for any reason will be billed to and paid by the customer at costs.

### Limited Warranty and Limitation of Liability

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Iridian Spectral Technologies (IST) filter products are warranted against defects in materials and workmanship for a period of 90 days from the date of delivery to the initial end-user of the product. Iridian shall, upon review, replace products that prove to be defective or not meet specifications, if IST receives written notice of such defects during the applicable warranty period. IST's entire liability and your exclusive remedy shall be, at IST's option, (a) return of the price paid, or (b) replacement of the product that does not meet IST's Limited Warranty, and which is returned to IST. This Limited Warranty is void if failure of the product has resulted from accident, abuse, or misapplication. Any replacement product will be warranted for a period of 90 days from the date of delivery to the initial end-user of the product.

IL Photonics is pleased to offer suggestions on the use of its various products. However, IL Photonics neither assumes responsibility for any omissions or errors nor assumes liability for any damages that result from the use of its

This warranty is in lieu of all other warranties, express or implied including warranties of merchantability or fitness for a particular purpose. In no event shall IL Photonics be liable for incidental or consequential damages.

The Terms and Conditions of Sale ("Agreement") contained herein constitute the entire agreement between IL Photonics and you ("Customer"). IL Photonics will not be bound by any terms of the Customer's order. Failure by IL Photonics to specifically object to any provision in the Customer's Documents shall not be deemed acceptance thereof, nor a waiver of IL Photonics terms.

No form of acceptance except IL Photonics written acknowledgement sent to the Customer or IL Photonics's commencement of manufacturing shall constitute valid acceptance of the Customer's order. Any such acceptance is expressly conditioned on assent to the terms hereof and the exclusion of all other terms.

IL Photonics only warrants that the products manufactured by it will be as specified. Except as expressly set forth in the above, IL Photonics makes no other warranties or representations of any kind whatsoever, either expressed or implied, with respect to its products, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, any other warranties that may arise from usage of trade or course of dealing, and any implied warranties of title or non-infringement, including intellectual property rights of third parties. IL Photonics does not warrant, guarantee, or make any representations regarding the use or the results of the use of the products, in terms of correctness, accuracy, reliability, or otherwise. IL Photonics expressly disclaims any warranties not stated herein.

IL Photonics, its directors, officers, and employees) be liable for any damages, including, but not limited to, any special, direct, indirect, incidental,

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exemplary, or consequential damages, expenses, lost profits, lost savings, business interruption, lost business information, or any other damages arising out of the use or inability to use the products, whether alleged to arise from breach of contract, express or implied warranty, or in tort, including without limitation, negligence, failure to warn or strict liability, even if IL Photonics has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply. If the foregoing limitation of liability is not enforceable because an IL Photonics product sold hereunder is determined by a court of competent jurisdiction in a final, non-appealable judgment to be defective and to have directly caused any direct or indirect, incidental, exemplary, consequential damages, or any other damages, in no event shall IL Photonics in the event that any of the terms of this Agreement, apart from payment, become or are declared to be illegal by any court of competent jurisdiction, such terms shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.

Force Majeure: IL Photonics does not assume the risk of and shall not be liable for delay or failure to perform its obligations by reason of circumstances beyond the reasonable control of IL Photonics (hereinafter 'Events of Force Majeure'). Events of Force Majeure shall include without limitation, accidents, strikes or labor disputes, acts, laws, rules or regulations of any government or government agency, fires, floods, delays or failures in delivery of carriers or suppliers, shortages of materials and any other cause beyond IL Photonics's control.

Waiver by IL Photonics of any provision herein must be in writing and shall not be deemed to be a waiver of such provision in the future of any other provision.

with all applicable laws, rules, policies and procedures of the applicable government and other competent authorities. The Customer shall indemnify and hold IL Photonics harmless for any violation or alleged violation by the Customer of such laws, rules, policies or procedures.

Entire Agreement/Governing Law: The terms and conditions set forth in the above, together with existing non-disclosure agreements, any amendments modifications and any different terms and conditions accepted by IL Photonics in writing, shall constitute the entire Agreement concerning the products sold, and there are no oral or other representations or agreements, conditions, warranties or other terms, express or implied, which are not specified herein. This Agreement may only be modified by a written document executed by authorized representatives of IL Photonics and Customer.

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Transactions accomplished under this Sales Agreement shall be governed in all respects by the applicable laws of a Beit Din ruling according to the Jewish Law as discussed in the Talmud and later sources that fully respect these laws. The parties specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods.

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