



PrecisionHawk Inc.  
9001 Glenwood Avenue, Ste. 100  
Raleigh, North Carolina 27617  
(888) 958-1451

## Quotation Prepared For

Buyer:  
Hervé PIETRA  
Sauvons nos palmiers  
04 94 41 66 67

Propositions transmises  
au conseil régional PACA

QUOTATION CODE | 1593  
QUOTATION DATE | April 12, 2016  
TERMS | Net 30

SALES REP | Devin  
SALES REP EMAIL | d.brown@precisionhawk.com  
SALES REP PHONE | 980-329-1151  
Fax: (919)  
882-0999

### Name

#### UAV Kit

Rev-4 Standard Plane Kit - 900 MHz  
PHP-077

1-Airframe Assembly with tail structure, Digi 900 MHz  
1-Main Wing Set  
1-Tail Fin Set  
1-6600mAh Aircraft Power Pack  
1-3900mAh Aircraft Power Pack  
1-Battery Pack Charger  
1-COMM Box 900 MHz  
1-Futaba 7 Channel Handset, 2.4 GHz  
1-Futaba 7 Channel Handset, 2.4 GHz Charger  
1-Small Parts Kit  
1-Hard Sided Pelican Case

Enhanced Ground Kit - W/o Laptop 900 MHz

Name	Quantity	Price	Total
PHP-023			
1-Small Parts Kit 1-Wing Set 1-Tail Fin Set 2-6600mAh Aircraft Power Pack 1-Standard Tool Kit			
International Annual Service Package (Outside of US & CA)			
+ Prorated to replace the UAV airframe once over the first 12 months. + Designated PrecisionHawk account support			
<b>Sensors</b>			
Visual Imager - Enhanced Resolution PHP-094			
Effective Pixels: 18.5 mm Top ground resolution: 8 mm/pixel at 50m Sensor size:1 inch Sensor type: CMOS Focal length: 18.5mm Pixel pitch: 2.864 microns			
Thermal IR - High Res PHP-088			
Digital Video Display Format: 640 x 512 Ground Resolution: 14 cm/pixel Spectral Band: 7.5 - 13.5 micrometers Pixel Pitch: 17 micrometers Scene Range: -25°C to +135°C Digital Zoom: 2x, 4x, 8x Focal Length: 9mm			
<b>Accessories</b>			
Battery Pack - Single PHP-021			
Training- Raleigh			
Two day training at Raleigh, NC office. Per Person Rate -Travel costs not included -Dates to be scheduled by PH training manager based upon availability			

Name	Quantity	Price	Total
Total			\$47,500

All values are displayed in United State Dollars.

Quotation expires 30 days after the Quotation Date listed above. Buyer is responsible for all shipping, taxes, and import fees that may be incurred at time of purchase.

# Sales Terms

- 1 20% non-refundable down payment due at approval.
- 2 All orders from BUYER for products or services are subject to approval and final acceptance by PrecisionHawk ("PHK"). Purchase orders will be accepted by PHK as a matter of administrative convenience. Terms other than identification of products or services ordered, quantity of products, prices, delivery location and requested delivery dates shall be disregarded. Upon receipt of an order from BUYER, PHK will confirm the requested delivery dates or propose alternative dates for agreement.
- 3 PHK will ship products to the delivery location specified in BUYER's order. PHK prices do not include, and BUYER will reimburse PHK for, all and all applicable duties, sales taxes, value added taxes, or other government charges applicable to the sale and delivery of products or services and, unless otherwise agreed in writing, do not include costs of shipping and insurance.
- 4 PHK will use reasonable commercial efforts to deliver products and services on the agreed delivery dates. PHK will notify BUYER if it appears that delivery will be delayed. If delivery will be delayed by more than one month, for reasons not otherwise excused under the force majeure clause below, BUYER shall have the right to cancel the order and receive refund of any deposit. Such cancellation shall be BUYER's sole remedy for any delay in delivery.
- 5 BUYER will examine delivered products and promptly notify PHK of any deficiency or damage to the shipment. Absent written notice by BUYER within ten (10) days of delivery of any deficiency or damage, the products will be considered accepted by BUYER.
- 6 BUYER will permit PHK to identify BUYER as a customer of PHK in public documentation, when speaking, and during demonstrations for marketing purposes.
- 7 Payment to PHK by BUYER shall be in United States dollars.
- 8 BUYER agrees to take possession of Order contents from PHK upon execution of Quotation or Purchase Order by both parties.
- 9 Warranties and other provisions of PHK's standard terms of sale, service or rental may not be modified except in a writing signed by an authorized representative of PHK expressly stating that it is a modification of PHK standard terms.
- 10 Force Majeure. PHK shall not be liable for damages resulting from delays in shipment or inability to ship or provide services due to normal production and shipment delays or those resulting from acts of God, fires, floods, wars, sabotage, accidents, lack of Internet connectivity or delays in Internet communication, software errors, labor disputes or shortages, plant shutdown or equipment failure, voluntary or involuntary compliances with any law, order, rule or regulation of governmental agency or authority; or inability to obtain material (including power and fuel), equipment or transportation, or arising from any other contingency, circumstances or event beyond the control of PHK.

## Export

BUYER shall not: (i) export products or information related to products in violation of applicable export laws; (ii) knowingly sell or support use of products or services for illegal purposes or (without court order or other appropriate government authorization) for the observation of people or property when such people of the owners of such property have not consented to such observation or (iii) knowingly sell or support use of

products for purposes that substantially increase the risk of death, personal injury or property damage, such as acrobatics in inhabited areas, low flight near crowds, or carriage of hazardous materials.

## Limited Warranty

PrecisionHawk warrants that for a period of 12 months as of the date of delivery, the platform will be free from defects in material and workmanship. PrecisionHawk further warrants that the platform will substantially conform according to its specifications. The warranty covers the fuselage and the camera and sensor bay. The warranty does not cover the wings, tail fins or any third-party components not developed by PrecisionHawk. To the extent that PrecisionHawk is able to pass through any warranty provided by the developers of any third-party components, PrecisionHawk shall pass through such warranties to the customer. As eligibility conditions for receiving the warranty, the customer must: (i) have paid for the platform in full, (ii) completed the PrecisionHawk training course, (iii) have fully complied with this user manual and prescribed maintenance schedules and procedures, and (iv) provide log files to PrecisionHawk in order for PrecisionHawk to determine if the warranty applies. The warranty does not extend to normal wear and tear or to damage caused by operator negligence or carelessness or damage caused by manual operation as determined in PrecisionHawk's sole discretion. The warranty is void if the platform is modified by any person or if the platform is repaired or maintained by any person other than an employee or contractor of PrecisionHawk. If in PrecisionHawk's sole discretion the warranty applies, at PrecisionHawk's option, PrecisionHawk will repair or replace the platform at no cost to the customer except for shipping and handling costs. To the extent permitted by applicable law, except as expressly provided in this warranty, PrecisionHawk provides no other warranties or conditions of any kind, whether express, implied, statutory or otherwise, and specifically disclaims all implied warranties and conditions of merchantability, merchantable quality, durability, title, non-infringement, satisfactory quality, or fitness for a particular purpose.

## Indemnification

Under no circumstances shall PHK be liable for any act, omission, contract, debt or other obligation of any kind of BUYER or any salesman, employee, agent or other person acting for or on behalf of BUYER. BUYER shall indemnify and hold PHK harmless from any and all claims, liabilities, losses, damages or expenses (including reasonable attorneys, fees and costs) arising directly or indirectly from, as a result of, or in connection with, BUYER's operation of BUYER's business or BUYER's breach of this Agreement.

## Limitation of Liability

NEITHER PARTY SHALL HAVE ANY LIABILITY IN CONNECTION WITH THIS AGREEMENT FOR LOST PROFITS OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

## Compliance With Law

Each Party agree that in performance of this Agreement it shall fully comply with all applicable federal, state, and local laws, regulations, orders and ordinances, and obtain any and all required permits and registrations.

## Interpretation and Dispute Resolution

If a dispute arises in the performance of this contract, the Parties will attempt to resolve it through consultation. If mutual consultation fails, both Parties consent to arbitration. Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The Parties agree that this Agreement will be governed

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by and construed and interpreted in accordance with the laws of the State of North Carolina, USA, without reference to conflict of laws provisions. The arbitration will be held in Raleigh, North Carolina. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any court of competent jurisdiction.

## **Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both Parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

**Signature**

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