



# QUOTE

## DYNomite Dynamometer

25 Henniker Street  
Concord, NH 03301  
[www.land-and-sea.com](http://www.land-and-sea.com)

Shipping Address:  
25 Henniker Street  
Concord, NH 03301

Phone: (603) 226-3966  
Fax: (603) 226-4329  
E-mail: sales@land-and-sea.com

**QUOTE NUMBER:** 0066581  
**ORDER DATE:** 12/26/2018  
**QUOTE EXPIRATION:** 1/25/2019  
**ESTIMATED LEAD TIME:** TBD - Call  
**SALESPERSON:** Peter J. Owen

**CUSTOMER NUMBER:** 0509840

SOLD TO:	SHIP TO:
Concord High School 4200 Concord BLVD Concord, CA 94521	Concord High School 4200 Concord BLVD Concord, CA 94521
<b>Contact:</b>	

PO NUMBER	SHIP VIA	F.O.B.	TERMS	PAYMENT TYPE		
		Concord, NH	Advanced			
ITEM	UNIT	QTY. ORDERED	QTY. SHIPPED	BACK ORDERED	UNIT NET	AMOUNT
EDUCATIONAL DIS	EACH	1.00	0.00	0.00	\$0.00	\$0.00
EDUCATION DISCOUNT - As discussed, a special educational discount is included - see "LESS DISCOUNT" line (below). In exchange, school agrees to add a "Dyno-mite Dynamometer" (text) web-link (to <a href="http://www.land-and-sea.com">www.land-and-sea.com</a> ) on a relevant page within its web site.						
037-2600-2K	EACH	1.00	0.00	0.00	\$86,950.00*	\$86,950.00*
2600-Pro 4WD EC Chassis Dyno - 2,600 "Pro" 4WD eddy-current dynamometer system includes: monocoque steel frame and low-profile 13"-diameter tandem-roll assemblies (front and rear axle) - with machined-in "traction grooves," vibration-pad leveling, bolt-on roll shield, removable drive-up ramps, dual eddy-current absorbers and controllers with overdrives, dual S-beam load cells, DYNomite-Pro data-acquisition computers, inductive RPM pickup, DYNO-MAX "Pro" software, auto-load control, weather station, AFR module (with pump), 42" cooling fan, 28-channel data harness, temperature thermistor, Windows 7@-equipped Dell laptop, computer stand, color printer, banner, accessories package, and manual.						
*CREDIT on #037-2600-2K (above) - 'Special Marketing-Package Discount' (expires 1/25/2019).					\$-4,000.00	\$-4,000.00
430-122	EACH	1.00	0.00	0.00	\$495.00	\$495.00
OBD-II Pro Wireless Interface - OBD-II wireless (Bluetooth) interface (or RS-232 DB-9) to DYNO-MAX "Pro" - for most (CAN, PWM, VPW, or ISO) vehicles.						

**NOTES:**

Orders are only accepted according to Land & Sea, Inc.'s "Terms of Sale" (see attached, or review at [www.land-and-sea.com](http://www.land-and-sea.com)). Should any of customer's Purchase Order terms, Request for Quotation terms, verbal requests, written requests or other documents, etc. conflict with those "Terms of Sale" and/or impose any additional warranties, conditions or liability on Land & Sea, Inc. not specifically set forth in those "Terms of Sale," then those "Terms of Sale" will control.

**X** \_\_\_\_\_

<b>FOB NET ORDER:</b>	\$83,445.00
<b>EXTRA DISCOUNT:</b>	\$3,018.21
<b>SHIPPING &amp; HANDLING:</b>	to be determined
<b>SALES TAX:</b>	NO <i>NO</i> SALES TAX: <i>FOB NH</i> \$0.00
<b>TOTAL AMOUNT (USD):</b>	<b>\$80,426.79</b>
<b>LESS DEPOSIT:</b>	\$0.00
<b>BALANCE:</b>	<b>\$80,426.79</b>

These terms and conditions are the only contract terms governing sales of Land and Sea, Inc. ("Land and Sea") products. Any different, additional or conflicting terms; conditions, purchase order, quotations, or other document is expressly rejected. *The headings or captions are for convenience of reference only and do not affect the interpretation or enforcement of any provision or term of this Agreement.*

## Ordering Procedure

Products may be ordered by purchase order, telephone, email, or fax to our International Corporate Headquarters in Concord, New Hampshire, USA. When possible, for ordering products, please provide your customer number and complete address (including daytime phone number), payment method and all required ordering information. Submitted orders are subject to acceptance at Land and Sea's discretion. Orders are not cancelable.

*Telephone Orders* may be placed by calling +1-603-226-3966, Monday thru Friday, 8:00 am to 6:00 pm Eastern Time.

*Will-Call* pick-ups (at our Concord, NH factory) may be pre-arranged for Monday thru Friday, 8:30 am to 5:00 pm.

*Purchase Orders* may be sent via mail, to Land & Sea, Inc., 25 Henniker Street; Concord, NH 03301-8528 USA. Purchase Orders may also be emailed or faxed.

*Email Orders* may be sent to sales@land-and-sea.com. In addition to your full shipping address, payment method and ordering information, please include a daytime voice phone number for order confirmation.

*Fax Orders* may be placed 24 hours a day at +1-603-226-4329. In addition to full shipping address, payment method, and ordering information, please include your fax number and a daytime voice phone number in the body of every message.

## Prices

All products are sold FOB (EX Works per INCOTERMS for international sales) our factory in Concord, New Hampshire and are priced, invoiced and paid for in US dollars at prices in effect at the time of product shipment. Prices do not include installation, training or servicing but may include reasonable amounts of technical support for product hardware (software support for products is subject to the Software License Agreement). Prices are net of any shipment, handling, freight, insurance, duty, tariff or other tax (including sales, use, excise, VAT or GST) which are your responsibility. For international sales, you are the importer of record. You agree to comply with US and applicable laws regarding export or re-export of the products. Qualifications for Sale or Marketing discounts vary, but typically require buyer providing a link, to [www.DYNOMiteDynamometer.com](http://www.DYNOMiteDynamometer.com), on their website or Facebook page - prior to product shipment.

## Quotes

Quotations are only valid until their "Quote Expiration" date. The "Estimated Lead Time" may be revised, at time of actual ordering, based on then-current scheduling and availability. For international quotes, unless otherwise noted, any "Estimated Shipping" is to an appropriate international airport or seaport only - and does not include any customs-clearing fees, duty, tariff or other tax (including sales, use, excise, VAT or GST).

## Deposits

A non-refundable deposit of fifty percent (50%) of the product purchase price, payable at the time of order placement, is required for chassis or engine dynamometer systems, as well as any custom equipment, machining or programming. The balance, including pre-paid freight, is due in full within ten (10) days of your receipt of notice that the products are ready for shipment. Payment may be made by certified check, wire transfer, or Letter of Credit, subject to "Payments" terms (below).

## Payments

Except as described in "Deposits" (above), all other products are shipped COD via UPS Ground within the US, shipping and handling collect, and no deposit is required. **UPS does not accept cash, so plan to have a certified check on hand.** Products that are shipped internationally or by any method except UPS Ground must be prepaid before shipment (including shipping and handling costs). Freight over-payments will be credited to the customer. Payment may be made in accordance with Subparagraphs A and B, below. Prepaid orders, which do not include shipping and handling, will be shipped freight collect and you agree to bear responsibility for all such expenses.

(A) Payments, in US Dollars only, may be made by:

(i) *Certified Check* drawn on banks acceptable to Land and Sea,

(ii) *Wire Transfer* subject to prior coordination with Land and Sea,

(iii) *Personal or Company Checks* (Note: Checks from US banks take two weeks to clear and foreign bank checks take eight weeks to clear - to avoid these delays, consider using wire transfers.),

(iv) *Letters of Credit* ("LOC"), containing terms and drawn on banks acceptable to Land and Sea. LOC's are acceptable only for product orders over US\$100,000 and are subject to prior authorization by Land and Sea. Each LOC is subject to a surcharge of one percent (1%) of the net invoice price or US\$2,000 (whichever is greater),

(v) *Credit Cards for retail accessory orders only*: credit cards may not be used by dealers, OEM's, industrial orders, or for repair services, or dynamometer systems. Shipping and handling charges are added to the credit card order.

(B) Land and sea reserves the right to select the payment terms and method and to require full payment before shipment. Nothing will excuse you, the Buyer, from paying when due the full invoiced price of all products purchased hereunder. In addition to all other rights and remedies at law or equity, Land and Sea:

(i) retains a security interest in all products until receipt of payment in full, including any freight, insurance or other charges incurred on your behalf. You, the Buyer, agree to provide reasonable assistance in connection with perfection and protection of such interest. No products will be deemed a fixture by reason of attachment to real estate; and

(ii) may charge interest at the highest applicable legal rate on past due accounts.

## Delivery

Most in-stock product ships the same day as order placement - if ordered before noon. However, all shipment dates and schedules are estimates only and Land and Sea will not be liable for delays in shipment. You agree to bear all costs and risk arising out of any refusal to accept shipment, including costs of transit, storage, insurance, duty and handling of any returned product.



## **Inspection**

If requested, Land and Sea will notify you when the products are ready for shipment (except small or miscellaneous parts); you or your forwarding agent are then welcome to perform final inspection of the products before crating, during our working hours.

## **Back Orders**

Unless otherwise requested by customer, Land and Sea reserves the right to determine whether to hold shipments awaiting unrelated back ordered items.

## **Shipping Errors**

You must bring any shipping errors by Land to Sea to our attention, in writing within fourteen (14) calendar days of the date of shipment (as evidenced by the invoice shipping date) and no adjustment will be made if notice is not made within that time. Land and Sea may, in its sole discretion, make an adjustment in the form of a credit (subject to a handling fee of 15%) for customer ordering errors.

## **Exchanges and Returns**

All sales are final and there are no returns for refund or credit unless authorized in a writing signed by the President of Land and Sea prior to sale. If a return, service work, or exchange is authorized, you, as Buyer must contact Land and Sea Sales for a Return Merchandise Authorization Number (RMA#) prior to shipping any products or components to us. Please have your invoice number ready when calling for the RMA#. Shipments must have the assigned RMA# clearly displayed on the outside of every shipped box or package. Packages or boxes received without the assigned RMA# will be refused and returned freight collect. You, the Buyer must pay freight charges both ways on any authorized service work, return or exchange and any freight collect shipments will be refused. Address authorized return shipments to: *Land & Sea, Inc., 25 Henniker Street, Concord, NH 03301-8528.*

## **Unclaimed Merchandise**

Land and Sea will provide a thirty (30) days written notice of unclaimed merchandise, which may consist of products for which the final payment is past due or other parts or products awaiting disposition at Land and Sea's facility. You agree that in addition to any other legal or equitable remedy available to Land and Sea, such products or parts may be sold to others if not claimed or if any amounts owed for such items (with interest at the highest legal amount) is not paid in full after expiration of the notice period.

## **Technical Products**

Products require technical expertise to install and operate. Product application information provided by Land and Sea is intended only as guidance to qualified technicians. We reserve the right to correct typographical errors in our literature without obligation to customers. Any installation or operation instructions which may be provided are intended to assist experienced technicians. Therefore, be sure you have the appropriate technical resources before ordering.

## **Software and Documentation**

Software for the products is provided under a separate License Agreement and may be subject to a non-refundable License fee. Customers are encouraged to evaluate any critical business functions (via our free working demo downloads) prior to purchase. Documentation for the products, including User Manuals, and other instructions (in hardcopy and available on line) is provided at no additional cost. You agree that the Documentation is proprietary to Land and Sea and you agree not to copy, change, distribute or make the Documentation available to third parties.

## **Warranties**

The products are covered by LIMITED WARRANTIES, AND DISCLAIMERS which are incorporated into these terms and conditions by reference. (See *Terms of Sale - Warranty* sections of [www.land-and-sea.com](http://www.land-and-sea.com) web site to access the warranty text for your products.) Warranty coverage is conditioned upon your full compliance with Land and Sea instructions concerning return of allegedly defective products or components. THESE ARE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS.

## **Liability**

Land and Sea's total cumulative liability for actions relating to these terms or the products will be limited to the net purchase price of the products which are the subject of the controversy. In no event will Land and Sea, its employees, officers or agents, be liable for any lost profits, lost data, goodwill or opportunity or any consequential, incidental or special damages however arising. Some jurisdictions do not allow limitations on liability for implied warranties or exclusion of consequential or other damages.

## **Applicable Law**

All product sales will be deemed made in New Hampshire and these terms and conditions will be interpreted and enforced in accordance with the procedural and substantive laws of New Hampshire, without regard to its conflicts or choice of law rules. You, as Buyer consent to the personal and subject matter jurisdiction and venue of New Hampshire courts. The United Nations Convention On The International Sale of Goods will not apply to these terms and conditions or to any orders or product sales. In any action relating to these terms and conditions, Land and Sea is entitled to reasonable attorney fees and costs of suit.

## **Enforceability**

If any of these terms is deemed unenforceable by a court of competent jurisdiction, such term will be deleted and the remaining terms enforced.

## **Complete Agreement**

The foregoing terms and conditions and product warranties are the entire agreement and supersede all other agreements or understandings. These terms and conditions cannot be changed or amended except by written document specifically titled "Terms of Sale - Amendment" and signed by the President of Land and Sea.

