



## Quotation

In accordance with your inquiry, PCTEL is pleased to quote the price on the requested items as follows:

Quote Number:	Q4100223 SHM-P25-3RTU-GUILNC-100223	Quote Date:	October 2nd, 2023
Customer:	Guildford County Government Emergency Services Attn: Jim Albright ES Director 1002 Meadowood St, Greensboro, NC 27409	PCTEL:	22600 Gateway Center Drive Suite 100 Clarksburg, MD 20871
tel:	336-641-6573	tel:	813-528-5558
fax:		email:	<a href="mailto:joe.hill@pctel.com">joe.hill@pctel.com</a>
email:	<a href="mailto:jalbrig@guilford-es.com">jalbrig@guilford-es.com</a>		
end username:			
end user tel:			
end user email:			



Ordering Code	Description	Qty	Price (Each)	Extended Price
08920-01	SeeHawk Monitor P25 Remote Test Unit (RTU) w/ Spectrum Analysis & P25 Uplink	3	\$24,000	\$72,000
OP009A	Rack Mount, Dual Bracket/Shelf Kit, 19 Inch 1U (For SeeHawk Monitor Remote Test Unit)	3	\$95	\$285
09500-05	Public Safety Network Testing Solution – In-Building P25	1	\$21,520	\$21,520
08902-E	IBflex Base Platform (10 MHz to 6 GHz) with CDMA and EVDO Holdover	Included		
OP524-P25-Phases1-2	P25 Phase 1 and Phase 2 Technology Option	Included		
IBFLX-BD-CC	Public Safety Super Band (10 MHz to 1000 MHz).	Included		
09217-X	SeeHawk Public Safety Touch Data Collection Application with Permanent License (Includes Signal Analyzer, Indoor, Grid, P25 UL )	Included		
OP321	Tablet Computer, Samsung Galaxy TAB S8 11" - Black with Stylus	Included		
OP467	Leather Case, Samsung Galaxy TAB S8/S7 11"	Included		
OP604	IBflex Enhanced Power Scan (EPS) Option	Included		
OP452	ANT, Public Safety Band Antenna 136-174/380-520/764-870 MHz	Included		
OP412	Walk Test (Indoor) Kit - IBflex without indoor antenna(s). Bluetooth option must be ordered separately if not already installed on the IBflex . Includes the following: <b>Battery Charger, OP412</b> Backpack, <b>OP204</b> USB Data Cable, <b>OP429</b> Batteries (Qty. 2), <b>Op243</b> Universal Input AC/15VDC Adapter w/Power cord, <b>Adapter, Connector Power Connector</b> (European)	Included		
OP558	Indoor Antenna, 600 Mhz to 8.5 GHz	Included		
OP694	Hard Carrying Case w/Foam, SAI/DAS	Included		
<b>Optional Items SUBTOTAL (excluding taxes and shipping)</b>				<b>\$93,805</b>
SW056-X	SeeHawk Touch SW Outdoor Option with Permanent License (Supports 2G-5G and Critical Communications Technologies)	1	\$1,045	\$1,045
SW057-X	SeeHawk Touch SW Antenna Verification Test Option with Permanent License (Supports 2G-5G and Critical Communications Technologies)	1	\$1,570	\$1,570
FLX-CBL-WB	IBflex cable and antenna package. Includes: <b>OP203</b> - Power Cable, Car lighter ( 9') <b>OP204</b> - USB data Cable, OP034H - GPS Antenna, <b>OP451</b> - ANT, 450 MHz – 6 GHz Multi-Band Mag Mount, High Performance, 12')	1	\$459.00	\$459
OP697	ANT, 136 - 174 MHz, 380 - 960 MHz Multi-Band Mag Mount, High Performance, 12'	1	\$164.00	\$164
OP416	Dual Battery Power Pack and Charger Kit - IBflex (Includes 2 batteries)	1	\$1,418	\$1,418
OP712	Model BPSG 6, CW and Programmable Sweep Transmitter Kit, 23.5 MHz to 6 GHz, 1 Port	1	\$1,120	\$1,120
OPT005-1	Certification Training for SeeHawk Touch Public Safety Package - 1/2 day at Neutral Site or Web Based for Multiple Customers	5	\$366	\$1,830
OPT005-1	Jurisdiction Training Free-of-Charge	5	(\$366)	(\$1,830)
<b>TOTAL (excluding taxes and shipping)</b>				<b>\$99,581</b>

1. All purchase orders are subject to acceptance by confirmation in writing by PCTEL's authorized officer.

PCTEL Quotation Form (631002-TP Rev. AB)  
22600 Gateway Center Drive Suite 100, Clarksburg, MD 20871 / Tel: +1 301 515 0036 / www. pctel.com  
PCTEL Inc. © 2023



2. This Quotation is valid for thirty (30) days from Quote Date unless otherwise indicated.
3. Delivery of all Products ordered by Buyer shall be made, and title and risk of loss shall pass to Buyer in accordance with, EXW (Ex-Works) PCTEL's point of shipment.

The additional Terms and Conditions of Sale that follow are part of this Quotation.



## General Terms and Conditions of Sale

**SPECIAL NOTICE:** As a result of the ruling by the United States Department of Commerce, Bureau of Industry and Security (BIS) on May 16, 2019 adding Huawei Technologies Co., Ltd. and 68 of its subsidiaries and affiliates (“Huawei”) to the Entity List maintained under the Export Administration Regulations, many of PCTEL’s test and measurement products (including its scanning receivers) cannot be sold directly or indirectly to Huawei unless authorized by a separate license issued by the Commerce Department or unless eligible for a Temporary General License. Please see the published notification from BIS ([Docket No. 190513445-9445-01](#)).

1. **Purchase Orders.** Any purchase order (“Purchase Order”) submitted by Buyer and accepted by PCTEL, Inc. (“PCTEL”), shall be subject to these General Terms and Conditions of Sale (these “General Terms”). PCTEL objects to any terms proposed by Buyer in a purchase order or otherwise, which add to, vary from or conflict with these General Terms. Any such proposed terms shall not operate as a rejection of these General Terms, but are deemed a material alteration, and these General Terms shall be deemed accepted by Buyer without said additional or different terms. “**Buyer**” as used in these General Terms shall refer to the purchaser, whether an individual, a partnership, a company or any other type of entity or organization. “**Product**” as used in these General Terms shall mean devices, receivers, transmitters, systems, copies of Software, related materials or documentation, and related parts and components sold or licensed to Buyer by PCTEL.

2. **Software.** “**Software**” shall mean the software, in object code form, or software programs incorporated in or provided directly or indirectly by PCTEL to be used in connection with the Products, including any corrections, updates, upgrades, enhancements, new releases, new versions, patches and other modifications made thereto. PCTEL expressly reserves all title and ownership in and to the Software (and all copies thereof), in any form. Title to the Software shall not pass to Buyer at any time. PCTEL will grant a personal, non-exclusive, non-transferable right and license to Buyer to install and/or use the Software solely as embedded in or in conjunction with the Products. Buyer will be prohibited from copying, distributing, modifying, adapting, reverse engineering, disassembling, or preparing derivative works of the Software.

3. **Price and Payment.** All invoices shall be paid in United States Dollars. Late charges will be imposed on past due accounts at an interest rate which shall be the lower of the maximum legal rate at the time the purchase order is accepted or 1.5% per month. PCTEL may request a deposit or progress payments in conjunction with custom Products or large Product orders. In all other cases, payment is due immediately prior to shipment of the Products to Buyer. The foregoing notwithstanding, if Buyer desires to purchase the Products on thirty (30) day credit terms, Buyer may complete the PCTEL Credit Application form (the “**Application**”) and submit it to PCTEL for consideration. If Buyer’s Application is approved by PCTEL in its sole discretion, Buyer may pay the invoiced amount of the Products within thirty (30) days of the date of the invoice. If Buyer is located in the United States, Buyer may pay the invoiced amount of the Products as follows: (i) by Automated Clearing House (ACH), (ii) by wire transfer of immediately available funds to the account specified by PCTEL, or (iii) if Buyer’s Application is approved, by corporate check in accordance with the instructions provided by PCTEL. If Buyer is located in a country other than the United States, payment must be made by wire transfer of immediately available funds to the account specified by PCTEL or by such other means of payment approved in writing by PCTEL. Product prices are exclusive of any federal, state, or local excise, sales, use, value added, or other taxes, customs, duties, or similar tariffs and fees, which shall be the responsibility of Buyer. Unless otherwise stated, prices do not include installation instruction or other special documentation costs, or costs for special packaging materials, each of which will be quoted separately based upon Buyer’s requirements.

4. **Delivery.** Delivery of all Products ordered by Buyer shall be made, and title and risk of loss shall pass to Buyer in accordance with, EXW (Ex-Works) PCTEL’s point of shipment. Buyer shall be solely responsible for the expenses associated with shipping, including shipping for return and redelivery of the Products to be upgraded. Warranty shipping is covered under 6(C). ICC Incoterms 2020 shall apply to international shipments, except insofar as the Incoterms may be inconsistent with the express provisions of these General Terms. PCTEL shall not be liable for failure to perform any obligation under any purchase order or any loss, damage, or delay due directly or indirectly to causes beyond the control and without the fault or negligence of PCTEL, including, without limitation: (i) acts of God or unusually severe weather conditions, including earthquake, storm, fire, or flood; (ii) acts of the public enemy, war, hostility, or invasion; (iii) civil disturbances, riots, or insurrections; (iv) public health issues, including epidemics and pandemics; (v) any accident, explosion, sabotage, or similar disruption; (vi) any labor difficulty (whether general, local, or confined to a particular group of employees, including but not limited to strikes, lockouts, work stoppages, or refusal to cross a picket line); and (vii) any transportation difficulty, wreck, accident, or traffic delay.

PCTEL Quotation Form (631002-TP Rev. AB)

22600 Gateway Center Drive Suite 100, Clarksburg, MD 20871 / Tel: +1 301 515 0036 / [www.pctel.com](http://www.pctel.com)

PCTEL Inc. © 2023



5. **Cancellation.** No cancellation or return of custom or special Products is permitted. PCTEL may, in its sole discretion, approve in writing the cancellation or return of certain standard Products, subject to a restocking fee.

6. **Inspection; Warranty.**

A. Inspection. Buyer shall promptly inspect the shipped Products for accuracy and completeness, and shall notify PCTEL of any deficiency within ten (10) days of receipt. In the event Buyer fails to give written notice to PCTEL of any deficiency in the foregoing (specifying the basis of the claim in detail) within such time period, Buyer waives any claim related to such deficiency. In the event that PCTEL receives written notice of such a deficiency, PCTEL will promptly correct any short or incorrect shipment at its own expense and will repair or replace defective Products in accordance with the terms of paragraph 6(B).

B. General Warranty. PCTEL warrants that the Products furnished hereunder shall be free from defects in material and workmanship under normal use and operation for the following periods of time commencing with the date of shipment by PCTEL:

Warranty Period	Description of Products
5 years	MXflex®, and IBflex® scanning receivers <sup>1</sup>
3 years	Gflex® scanning receivers
2 years	HBflex™ and IBflex® Lite scanning receivers <sup>2</sup>
1 year	SeeGull® CW Transmitters SeeWave® interference locating system hardware TX2440 mmWave Transmitter PCTEL battery products SeeHawk Monitor Remote Test Unit (RTU)
6 months	Antennas – OP318 and OP319 Amp mmWave Ant,24-40GHz
1 Year or Pass-Through Warranty Offered by applicable Third Party Manufacturer (whichever is greater)	CW Transmitter 23.5 MHz – 6.0 GHz (OP712) <sup>3</sup> Any other Products

<sup>1</sup> Except in situations involving an upgrade from:

- a SeeGull® MX Scanning Receiver to an a MXflex® scanning receiver, or
- an IBflex® model 0890x Scanning Receiver to an IBflex® model 0890x-E scanning receiver, or
- a SeeGull® EX or EXflex® scanning receiver to an IBflex® scanning receiver,

in which cases the warranty period shall be the longer of (i) 2 years or (ii) the remaining warranty period on the scanning receiver being upgraded.

<sup>2</sup> Except in situations involving an upgrade from an IBflex® or IBflex® Lite scanning receiver to an HBflex™ scanning receiver, in which case the warranty period shall be the shorter of (i) 2 years or (ii) the remaining warranty period on the scanning receiver being upgraded.

<sup>3</sup> The 2 year pass-through warranty, as well as warranty service, are provided by AudioVideo BrandBuilder Corporation.

PCTEL does not provide a warranty on the SeeWave®, SeeHawk® Collect, SeeHawk® Touch, SeeHawk™ Central Software applications or any other Software. Software is licensed and not sold. Each license for SeeWave, SeeHawk Collect, and SeeHawk Touch includes a subscription for support and maintenance for an initial period. PCTEL may offer renewals or extensions of subscriptions for support and maintenance. SeeHawk Central is provided as SAAS on a subscription basis requiring maintenance of a subscription in order to continue using the Software/system and receiving support.



PCTEL's sole and exclusive obligation under the foregoing warranty is, at its option, to repair or replace any defective Product that fails during the warranty period. The expense of removal and reinstallation of any item is not included in this warranty. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE WITH RESPECT TO THE PRODUCTS. Repair or replacement in the manner provided herein shall be the sole and exclusive remedy of the Buyer for breach of warranty and shall constitute fulfillment of all liabilities of PCTEL with respect to the quality and performance of the Products.

The foregoing warranty shall apply only if: (a) the Product has been properly installed and used at all times in accordance, in all material respects, with the applicable Product documentation; (b) no modification, alteration or addition has been made to the Product by persons other than PCTEL or PCTEL's authorized representatives or otherwise approved by PCTEL in writing; and (c) the Product has not been subjected to abuse, misuse, neglect or unusual physical, electrical or electromagnetic stress, or some other type of accident. PCTEL DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS IS ERROR-FREE OR THAT OPERATION WILL BE UNINTERRUPTED. IN NO EVENT SHALL PCTEL BE LIABLE FOR: (i) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES TO THE BUYER OR ANY THIRD PARTY, WHETHER THE CLAIM IS BASED UPON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, (ii) THE BUYER'S SELECTION OF PRODUCTS FOR THE BUYER'S APPLICATION, AND/OR (iii) FAILURE OF PRODUCTS TO MEET GOVERNMENT OR REGULATORY REQUIREMENTS. PCTEL'S MAXIMUM AGGREGATE LIABILITY TO THE BUYER SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY THE BUYER TO PCTEL FOR THE SPECIFIC PRODUCTS FROM WHICH LIABILITY ARISES. THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY AND DAMAGES SHALL NOT APPLY TO DAMAGES FOR PERSONAL INJURY.

C. **Warranty Procedures.** In the event of a warranty claim, the Buyer must contact PCTEL to arrange for Product return. No Product will be accepted for replacement or repair without first obtaining a Return Material Authorization (RMA) number from the PCTEL website at [www.pctel.com/support/product-returns-rma](http://www.pctel.com/support/product-returns-rma), or by contacting PCTEL Customer Service by telephone at 1-240-460-8833 or by email at [support.rfsg@pctel.com](mailto:support.rfsg@pctel.com). PCTEL reserves the right to inspect all defective Products. Products returned without an RMA number will not be processed and will be returned to the Buyer freight collect. The warranty period of any repaired or replaced Product shall not extend beyond the original term of the warranty on the Product repaired or replaced. Product to be repaired or replaced under warranty is to be returned, freight prepaid, to the following address with the assigned RMA number displayed on the box:

**PCTEL, Inc.**  
Attn: RMA Coordinator  
22600 Gateway Center Drive, Suite 100  
Clarksburg, MD 20871 USA

7. **Confidential and Proprietary Information.** Any Software, information, data, drawings, pricing, manuals, and other documents (collectively, "Documents") transmitted by PCTEL to Buyer shall be deemed PCTEL Confidential Proprietary Information, shall remain PCTEL's property, shall be kept confidential by Buyer and its employees, agents, officers and directors, and shall be promptly returned to PCTEL at PCTEL's request. Buyer acknowledges that the Software contains valuable proprietary information and trade secrets of PCTEL and that unauthorized or improper use of Software may result in irreparable harm to PCTEL for which monetary damages would be inadequate and for which PCTEL will be entitled to immediate injunctive relief. Buyer shall not disclose, without PCTEL's written permission, any Documents to any other person (other than to Buyer's employees having a need to know, and its attorneys, accountants, and other professional advisors as reasonably necessary, or as required by law or pursuant to a court decree). The obligations of this Section shall survive cancellation, termination, or completion of Buyer's Purchase Order.

8. **Indemnification.**

A. **PCTEL Indemnification Obligations.** PCTEL shall defend Buyer in any lawsuit and pay (i) any damages finally awarded, or (ii) any settlement of such lawsuit as provided below (in either case, including but not limited to reasonable attorneys' fees) resulting from any third party claim alleging that the Product, when properly used as contemplated herein, directly infringes any copyright, trade secret or U.S. patent of any third party. THE FOREGOING STATES THE ENTIRE LIABILITY OF PCTEL, AND THE SOLE REMEDY OF BUYER, WITH RESPECT TO ANY ACTUAL OR ALLEGED



**CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.** In the event of an infringement claim against Buyer as described above or in the event PCTEL believes such a claim is likely, PCTEL shall have the option, at its expense, to (i) modify the Product so that it is non-infringing; or (ii) obtain for Buyer a right to continue using the Product. If it is not commercially reasonable to perform either of the above options, then PCTEL may terminate Buyer's right to obtain, resell and use the Product.

**B. Exclusions.** Notwithstanding the foregoing, PCTEL shall have no obligation to indemnify Buyer pursuant to paragraph 8(A) above with respect to any infringement or alleged infringement resulting from, or relating to, (i) any modification to the Product made by any person other than PCTEL or its authorized representative, (ii) any modification made to the Product by PCTEL at Buyer's specific direction, (iii) any unauthorized use of the Product by Buyer, its customer, or any other third party, (iv) any use of the Product in combination with other products, devices, hardware, software, or data, where, but for such combination, no infringement involving the Product would have occurred, or (v) the CW Transmitter 35 MHz – 4.4 GHz (OP711).

**C. Buyer Indemnification Obligations.** Buyer shall defend PCTEL and its officers, directors and employees in any lawsuit and pay (i) any damages finally awarded, or (ii) any settlement of such lawsuit (in either case, including but not limited to reasonable attorneys' fees) resulting from any third party claim against PCTEL arising out of (a) any representations or warranties regarding the capabilities, performance, functional characteristics or compatibilities of the Product beyond or inconsistent with the description set forth in the documentation provided by PCTEL; (b) the sale, distribution or use of a Product in connection with any other product, device, hardware, software, or data offered by Buyer, except to the extent that any such claim arises out of any infringement claims covered by paragraph 8(A) after application of the exclusions in paragraph 8(B) above; (c) any breach by Buyer of its representations and warranties hereunder; or (d) any claim (including a claim for personal injury or property damage) asserting that any Product, when bundled with any other product, device, hardware, software or data or sold as a system using other such items, is defective or unreasonably dangerous or fails to comply with a warranty made by Buyer. **THE FOREGOING PROVISIONS OF THIS PARAGRAPH (C) STATE THE ENTIRE LIABILITY OF BUYER, AND THE SOLE REMEDY OF PCTEL, WITH RESPECT TO ANY ACTUAL OR ALLEGED CLAIMS AS DESCRIBED IN SUBSECTIONS (a) THROUGH (d).**

**D. Indemnification Procedures.** If a party entitled to indemnification under this paragraph 8 (an "**Indemnified Party**") makes an indemnification request to the other party ("**Indemnifying Party**"), the Indemnified Party shall permit the other party to control the defense, disposition or settlement of the matter at its own expense; provided that the Indemnifying Party shall not, without the consent of the Indemnified Party, enter into any settlement that imposes any obligations on the Indemnified Party other than the payment of monies that are readily measurable for purposes of determining the indemnification obligations of the Indemnifying Party. The Indemnified Party shall notify the Indemnifying Party promptly of any claim for which the Indemnifying Party is responsible and shall reasonably cooperate with the Indemnifying Party to facilitate the defense of any such claim.

**9. Export Restrictions.** Buyer agrees to comply with all applicable export laws, restrictions and regulations of the United States and any other relevant jurisdiction. This includes the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR), as well as all other laws, restrictions and regulations administered by the U.S. Department of Commerce, U.S. Department of State, U.S. Department of Defense, U.S. Department of Homeland Security, and any other relevant domestic or foreign agency or authority. Buyer agrees not to export, or allow the export or re-export, of any Products or related technical data in violation of any such laws, restrictions, or regulations. Buyer shall indemnify PCTEL for all liabilities, penalties, losses, damages, costs, or expenses (including attorneys' fees) incurred by PCTEL in connection with any violations of such laws, restrictions, and regulations.

**10. Choice of Law.** These General Terms shall be governed by and construed under the laws of the State of Illinois, excluding that body of law pertaining to conflict of laws. The rights and obligations of the parties shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sales of Goods.

**11. Dispute Resolution.** PCTEL and Buyer will attempt to settle any claim or controversy between them (other than disputes involving intellectual property) through good faith consultation and negotiation. If the parties are unable to settle any such dispute within thirty (30) days, the parties agree to settle such dispute (other than disputes involving intellectual property) through mediation or other form of alternate dispute resolution ("ADR"). If the parties are unable to agree on the form of ADR, the matter shall be submitted to arbitration to be arbitrated by one arbitrator. The ADR or arbitration proceeding shall take place in Cook County, Illinois and be conducted in the English language. Notwithstanding the foregoing, any dispute



with respect to intellectual property rights shall be submitted to the U.S. District Court for the Northern District of Illinois and not be referred to ADR or arbitration as described above.

12. **Notices.** All notices, demands, requests or other communications which may be or are required to be given, served, or sent by either party to the other party shall be in writing and shall be hand delivered or sent by courier, addressed to each party at the address shown on the relevant quotation, purchase order, confirmation, or invoice. Each party may designate by written notice a new address to which any notice, demand, request, or communication may thereafter be delivered, given, served, or sent. Documents delivered by hand shall be deemed to have been received upon delivery, and documents sent by courier shall be deemed to have been received upon receipt or at such time as delivery is refused by addressee upon presentation.

13. **Entire Agreement.** These General Terms and any documents in which they are referenced constitute the entire agreement between PCTEL and Buyer and supersede all prior understandings between PCTEL and Buyer, and supersede all prior understandings or agreements on the subject matter.