

Applus IDIADA KARCO Engineering, LLC
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QUOTATION	PQ38306	Date:	09/19/18
	Quote for Testing Services		
Validity:	60 Day		
CLIENT:	DDM Consulting Contact: Paul Sheridan 22357 Columbia Street Dearborn, Michigan 48124-3431 Telephone: 313-277-5095 e-mail: pvs6@Cornell.edu		

IDIADA KARCO

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1. Objective of work

The objective of the test is to perform a vehicle to vehicle rear impact test on a 2002 Cadillac STS (four door, 4.6L Gas V8, automatic) into a 2003 Jeep Liberty (KJ-Body, four door, 3.7 V6). This purpose of the impact test is to assess fuel spillage protection during a rear impact.

2. Description of work

Perform one 70 mph to 75 mph vehicle to vehicle rear impact test on a 2002 Cadillac Seville (four door, 4.6L Gas V8, automatic) into a 2003 Jeep Liberty (KJ-Body, four door, 3.7 V6).

2.1. Test activities

2.1.1. Rear impact test

- Perform one 70 mph to 75 mph rear impact test
- Test vehicle preparation
- Test Setup
- Each test includes:
 - 1 Real-Time video (24 f/s)
 - 3 High Speed Cameras (Left Side, Right Side, Overhead)
 - Photo documentation before and after tests
 - Test documentation, full report
 - All raw photographs and video will be made available within 1 week of the completion of the testing
- A final test report, including the video footage, and physical measurements, shall be submitted to DDM Consulting at the conclusion of the testing. The final test report for within four weeks of the completion of the testing.

2.2. Test Schedule

- Testing is tentatively scheduled for (to be determined) pending the acceptance of this quotation by DDM Consulting. Test dates are flexible and can be rescheduled if agreed upon by both DDM Consulting and IDIADA KARCO.

3. General conditions testing

- The testing costs cover a standard amount of test preparation. If special modifications or preparations are necessary that exceed a standard preparation, this work will be charged additionally according to the current hourly rates.
- All test samples, including vehicles and spare parts, must be delivered free of charge to the facility at least one week before the agreed date of testing.
- The start of the work is subject to the reception of all test samples at test facility.

4. Reporting

For all testing activities IDIADA KARCO will generate a full report within four weeks of the completion of the testing.

5. Logistics and sample management

This quotation assumes that the logistics will be managed and paid by the customer. At the client's request, IDIADA KARCO can organize the logistics or modify any of the above conditions.

5.1. Delivery and pick-up address

Applus IDIADA KARCO Engineering, LLC.
9270 Holly Road
Adelanto, CA 92301
Contact: Lauren Woody
lauren.woody@idiada.com
Tel. + 1-760-246-1672

5.2. Prior to sending something to IDIADA KARCO

The following logistics issues should be communicated to us at least one week before shipping:

- ETD (Estimated Time of Departure) and ETA (Estimated Time of Arrival)
- Description of goods

6. Quotation and payment terms

6.1. Quotation

The prices stated in this quotation are net amounts, and do not include any taxes applicable in the client's country; these shall be added to the invoice according to the regulations in force.

Test Prices

6.1.1. Rear impact test

70 mph to 75 mph rear impact test	<i>REDACTED</i>	USD
2003 Jeep Liberty (KJ-Body, four door, 3.7 V6)	<i>REDACTED</i>	USD
2002 Cadillac Seville (four door, 4.6L Gas V8, auto) ...	<i>REDACTED</i>	USD
Vehicle storage per month/vehicle	<i>REDACTED</i>	USD

6.2. Payment terms

Net 7 (from receipt of the invoice) by check or EFT

Payments made by bank transfer should be made in the in the name of Applus IDIADA KARCO Engineering, LLC specifying the invoice number to the following bank account:

BANK: R E D A C T E D
ACCOUNT TYPE:
ACCOUNT:
ACH ROUTING NO:

7. Other specific conditions

IDIADA KARCO shall be liable for damage to property in its safekeeping, with the limits set out in clauses 16, 17, 18, 19 and 20 of IDIADA's General Terms and Conditions of Service. The assessment of damage shall be carried out in accordance with the international standards of repair and compensation used by independent claims adjusting companies.

The specific clauses negotiated and included in the quotation shall prevail over the general clauses.

8. General conditions

The general conditions of sale (please read them carefully) described in the annex will be applied provided that they do not contradict the terms of this quotation.

On behalf of Applus IDIADA KARCO Engineering, LLC:



Michael L. Dunlap
Director of Operations

Annex I. IDIADA's General Terms and Conditions of Service

This document describes the terms and conditions applicable to any Service Contract which involves any Applus IDIADA Group company.

1. Definitions:
 - a) "Applus IDIADA Group" includes IDIADA Automotive Technology, S.A. and all its subsidiaries.
 - b) "Destructive Testing Activities" include strictly destructive tests (such as crash testing) as well as those non-destructive testing activities where any vehicle, component or test sample is subject to extreme situations such as load or temperature limits.
 - c) "General Conditions" means these General Terms and Conditions of Service.
 - d) "IDIADA" means the company belonging to the Applus IDIADA Group which is party to the Service Contract governed by these General Conditions.
 - e) "Intellectual Property Rights" means all rights in patents, inventions, utility models, works or authorship, data, designs, source codes, topography, trade secrets, know-how, trademarks, copyrights, and any other type of intellectual property either registered or unregistered.
 - f) "Quotation" means an IDIADA's offer of services issued to a client and duly signed by IDIADA.
 - g) "Service Contract" means:
 - i. A Quotation duly accepted in writing by the client; or
 - ii. A purchase order issued and signed by the client and duly accepted in writing by IDIADA; or
 - iii. A purchase order issued and signed by the client and based on a Quotation provided that the conditions of such Quotation remain unchanged; or
 - iv. A contract or agreement for the provision of IDIADA's services duly signed by the client and IDIADA provided that such contract or agreement is based on any of the documents listed in points i to iii above.
2. These General Conditions shall apply to any Service Contract. A Service Contract is understood to be a firm contractual commitment between the client and IDIADA. Any Service Contract entered into between the client and IDIADA shall be governed by its specific provisions and, additionally, by these General Conditions which shall apply in so far as they do not contradict the specific provisions or the laws of the land where the services are performed or are deemed to be performed. Any additional or different terms imposed by the client and not accepted in writing by IDIADA will not form part of the Service Contract and are excluded and rejected by these General Conditions.
3. Purchase orders may be sent to IDIADA (a) as a scanned attachment to an e-mail to specified persons employed by IDIADA, (b) by registered post addressed to the registered office of IDIADA, or (c) by hand-delivery (recorded delivery). Irrespective of the terms and conditions set out in such purchase order, these General Conditions shall, subject to point 2 above, apply.
4.
 - a) Unless otherwise stated in the Service Contract, invoices shall be issued on a monthly basis according to the work performed at the time.
 - b) If the Service Contract stipulates certain stages for the issuance of the relevant invoices, and achievement of any stage is not possible due to reasons not attributable to IDIADA, IDIADA shall be entitled to invoice the work performed to date.
 - c) The fact that requirements such as the indication of an order number, acknowledgement of delivery notes, etc. which are the responsibility of the client have not been fulfilled shall not preclude the right of IDIADA to issue invoices for work contracted and performed.
 - d) Invoices shall be issued through electronic mail unless otherwise stated in the applicable national laws of the country where IDIADA has its registered office.
5.
 - a) The standard term of payment is thirty (30) days from the date of invoice. Notwithstanding, the parties may agree other terms of payment which shall be expressly stipulated in the Service Contract.
 - b) Any discounts or allowances need prior written agreement of both parties
6.
 - a) All taxes due and payable on any payment to IDIADA are the sole responsibility of the client. Thus, any payment received by IDIADA shall correspond to the total net amount stipulated in the relevant Service Contract after any deduction has been made.
 - b) If the client is required by its applicable domestic law, or by any international treaty in force and that applies to the payment, to withhold any tax on any payment to IDIADA, the client shall assume and settle all such taxes and provide official evidence to IDIADA that such payment has been made. The client shall promptly request from IDIADA any documentation reasonably necessary to ensure reduction of or exemption from taxes imposed on any payment.
7. Invoices that are not paid on the due date may accrue a monthly interest of 1% of their amount until the date of settlement whenever the non-payment is attributable to the client.

8. Fuel, lubricants, spare parts and other consumables not included in the Service Contract which are supplied upon the client's request shall be invoiced at market price plus 12% to cover financial and administration costs.
9. Transport and accommodation costs that are incurred to meet a client's request shall be invoiced at cost price plus 12% to cover financial and administration costs. Trips made using company vehicles shall be invoiced at the applicable rate per kilometre which the client shall be duly informed about upon request.
10. All equipment, materials or vehicles belonging to the client shall be delivered by the client to the agreed test site with transport charges, customs duties and taxes paid and complying with international regulations for the interpretation of trading terms established in the Incoterms 2010 Delivery Duty Paid (Incoterm DDP) in accordance with the definitions of the standard rules of trade published by the International Chamber of Commerce. If, as a result of the non-fulfilment of this condition, IDIADA incurs expenses which were not foreseen in the Service Contract, these shall be invoiced at their cost price plus 12% to cover financial and administration costs.
11. Vehicles and other test samples deposited in IDIADA's premises shall be subject to the standard measures of confidentiality in force, which the client shall be duly informed about upon request. If the client wishes additional confidentiality measures to be taken, notice must be given in advance; in which case the measures agreed upon shall be expressly stipulated in the Service Contract.
12. Any property of the client, including equipment, materials, vehicles and other test samples, left in deposit at IDIADA's premises, shall be returned to the client on completion of the services or termination of the Service Contract. For this purpose, the client shall withdraw the goods from the agreed delivery point within six (6) weeks from completion of the services or from termination of the Service Contract, unless otherwise stipulated in the Service Contract. Goods shall be delivered to the client Incoterms 2010 Ex Works (EXW) or Free Carrier (FCA), as appropriate, in accordance with the definitions of the standard rules of trade published by the International Chamber of Commerce. In the event that the client does not comply with its obligation to withdraw the goods according to the above, IDIADA at its sole discretion shall be entitled to:
 - (i) charge to the client a deposit fee per week of delay in withdrawing the goods as per the terms stated hereof, such deposit fee to be notified in advance; and/or
 - (ii) ship the goods to the client cash on delivery. All costs, including without limitation transport charges, customs duties and taxes, arising from this shipment shall be borne solely by the client.
13. Individuals who need to enter IDIADA's premises must have previously signed the document in force concerning the commitment to confidentiality (when applicable) and must obey the rules stipulated in the said document, and, in particular, those rules or protocols relating to health and safety applicable therein.
14. Where applicable, IDIADA's own emergency services shall attend injured test-track users in the event of an accident within IDIADA's proving ground facilities. These services consist of a qualified nurse, an ambulance and first-aid equipment, plus a fire vehicle with a person trained in fire extinction; these services shall attend the injured until outside help arrives. Should the client require additional emergency measures, notice shall be given in advance; in that case the measures agreed upon shall be expressly stipulated in the Service Contract.
15. Driving on public roads shall be performed in accordance with traffic and other rules in force. Additionally, the use of the proving ground test tracks is subject to the specific proving ground regulations in force at the time; the updated version of the specific IDIADA's proving ground regulations shall be given to all people who need to drive on IDIADA's test tracks and acknowledgement of receipt of said regulations by test-track users shall be required. If the vehicles are driven on public roads, the client is responsible for compliance with all the legal requirements applicable to the vehicle.
16. Any property left by the client at IDIADA's premises shall be the sole responsibility of the client, unless otherwise specified in the Service Contract. If IDIADA is deemed as responsible for the property left in its custody under the terms of its insurance policy or any applicable law, IDIADA shall respond for damage to the property up to the limit of the general insurance cover contracted, this being three-hundred thousand euros. If the client wishes special insurance cover to be contracted, notice shall be given in advance, in which case the agreed terms shall be expressly stipulated in the Service Contract.
17. Accidental damage which occurs to the test samples and vehicles while performing non-Destructive Testing Activities by IDIADA's personnel as a part of the services contracted by the client are covered by IDIADA's insurance up to the apparent market value of the sample/vehicle (value considered as the same as that of equivalent conventional samples or vehicles that can be found on the market) with a maximum of three-hundred thousand euros. If the client requires special insurance cover, the client shall communicate this to IDIADA before the execution of the services and it shall be specified in the Service Contract. The referred limits shall in particular apply to prototype vehicles. The fact that the value stated in the Service Contract is higher than the apparent value or three-hundred thousand euros may involve an increase in the service price owing to the higher risk.

18. If a complete failure of test execution is attributable to IDIADA due to inadequate or faulty execution while performing Destructive Testing Activities, and excepting cases of wilful intent or gross negligence, IDIADA will compensate the client, a) up to the maximum value of one test execution as described in the Service Contract, or b) will offer a test repetition free of charge provided that a new sample or vehicle is delivered to IDIADA at the sole expense of the client. Nothing in this paragraph shall be construed as a limit or exclusion of IDIADA's statutory liability under the relevant Service Contract.
19. Notwithstanding, with regard to property that is to be subject either to Destructive Testing Activities or to non-Destructive Testing Activities, IDIADA shall not be liable to compensation for damages owing to tests in which the tested samples or vehicles did not perform as expected, although the test was carried out following the obligatory rules or procedures, or those agreed with the client for each test. In these cases, the client expressly waives any right to claim compensation for property damaged or destroyed during the tests.
20. Rejection of IDIADA's services by the client shall be based on an inadequate or faulty execution of the services by IDIADA and this shall be demonstrated by the client. The inadequacy or incorrectness of the execution shall be assessed taking into account the agreed scope of work. In any case, the client shall pay to IDIADA the price agreed in the Service Contract for the undisputed services which have been already rendered and any incurred cost in relation thereto.
21.
 - a) In the event of a breach of the obligations under the Service Contract not remedied within thirty (30) days after reception of the notice thereof from the non-breaching party, the Service Contract may be terminated by the non-breaching party by giving notice of termination to the breaching party.
 - b) Should the client wish to terminate a Service Contract unilaterally, the client shall pay for services rendered until the date of termination, any demonstrable expenses that IDIADA has incurred as a result of the implementation of the Service Contract and a fair compensation. This shall apply without prejudice to the specific conditions stated in the Service Contract.
22. To the extent permitted by the applicable law, the liability of IDIADA to the client under the Service Contract in respect of breach of contract or for any reasons whatsoever shall be limited to an amount equal to the price of the Service Contract. Notwithstanding anything contained in these General Conditions, in the Service Contract or in any other General Conditions applying thereto, IDIADA's total liability under the Service Contract shall exclude indirect or consequential damages including but not limited to business interruption, loss of profits, loss of production or loss of market opportunity. Nothing in this paragraph shall be construed as a limit or exclusion of IDIADA's statutory liability under the relevant Service Contract.
23. The client is responsible for the professional qualifications of the technicians, drivers, operators, etc. that are sent to carry out tests at IDIADA and that these workers are duly insured and up to date on their social security payments. IDIADA is entitled to require evidence of the aforementioned requirements at any time and the client shall produce such evidence immediately upon request and, in any case, no later than two (2) days thereafter. IDIADA shall be responsible for these requirements when these workers are provided by IDIADA.
24. The client undertakes to maintain the most absolute and total confidentiality and secrecy with respect to any kind of information relating to IDIADA which it becomes acquainted with as a result of the implementation of the Service Contract. In particular, the client shall keep the confidentiality of any information, documentation or data relating to know-how and market and/or management techniques. Moreover, the client undertakes not to use such information other than for the implementation of the Service Contract, and, more specifically, not to use it for its own benefit and/or for its business management.
25. Any deliverable issued to the client is for the client's own use and shall not be disseminated. If the information contained in the deliverable is to be included in articles, publicity, reports, etc. IDIADA's prior written authorization shall be required if on the basis of the information disseminated, IDIADA can be identified as the creator of such information.
26. It is the responsibility of the client to ensure that samples, vehicles, plans, technical documentation, patents, models or any documentation brought to IDIADA for the realization of the tests, experiments or studies are their property or in their possession as legal title holder according to the legality in force, and that their use by IDIADA does not infringe any third party's Intellectual Property Rights.
27. Unless otherwise stated in the Service Contract, all Intellectual Property Rights arising from the performance of services integrated in the deliverables submitted to the client under the Service Contract shall be owned by the client. All pre-existing Intellectual Property Rights (whether integrated or not in any deliverable) owned by IDIADA prior to or not resulting from the performance of services under the Service Contract shall remain IDIADA's exclusive property. Should the use of the results in the deliverable be dependent upon IDIADA's pre-existing Intellectual Property Rights, the client is hereby granted with a non-exclusive, perpetual and worldwide license to use IDIADA's pre-existing Intellectual Property Rights.

28. The results arising from the provision of benchmarking services which have been obtained following specific procedures or methodology which include proprietary rights of the client or are based on vehicles which are not available to the general public shall be owned by the client.
29. These General Conditions shall be governed by the law of the country or city, as applicable, where IDIADA has its registered office. In any case, each party shall comply with any applicable mandatory or statutory law, in particular, those laws or regulations related to import/export control.
30. All disagreements arising in connection with these General Conditions and any Service Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (the "ICC Rules"). The Emergency Arbitrator Provisions shall not apply. If the arbitration procedures or the enforceability of the arbitral award under the ICC Rules does not apply according to the national laws of the country where IDIADA has its registered office, such national arbitration regulations shall apply instead. The arbitration shall be held at the place where IDIADA has its registered office. The language for the arbitration procedure shall be agreed between the parties. In the absence of agreement, English language shall apply. Each party shall appoint one arbitrator in accordance with the ICC Rules or, as the case maybe, the applicable arbitration national regulations. Should cases of disagreement arise for which arbitration is not legally applicable, the parties shall submit themselves to the jurisdiction of the Courts of the city where IDIADA has its registered office.
31. This clause describes the way in which IDIADA shall process the personal identification data (full name, signature, email and position) and professional data (company, company address, etc.) that the client provides IDIADA when signing the Service Contract as well as other data generated throughout the contractual relationship itself.
Remember that this information is mandatory and essential for formalising the Service Contract and therefore, should the client does not provide such information, it will not be possible to continue with the agreement.
IDIADA informs the client that in certain jurisdictions where Applus IDIADA Group's companies operate, strict rules on data protection apply. In order to comply with such rules, IDIADA informs the client that as and when applicable: (i) IDIADA is the data controller of the personal data processed under the Service Agreement; (ii) the collection of the clients' personal data is done for the purpose of managing the contracted services, maintaining the contractual relationship and enabling IDIADA to manage the communications with the client, in which IDIADA has a legitimate interest; (iii) client's personal data are retained for the duration of the relationship between IDIADA and the client; and (iv) for purposes directly related to the contractual relationship, the relevant personal data collected may be communicated to the other companies comprising the Applus+ Group (the complete list of these companies, their addresses and activities is available on the following website: www.applus.com/appluscompanies (please check this website on a regular basis). The companies of the Applus+ Group are located worldwide, both inside and outside of the European Union, in countries that may provide a lower level of data protection than the rules applying to IDIADA Automotive Technology S.A., parent company of the Applus IDIADA Group.
Clients are entitled to exercise their rights of access, rectification, erasure and portability with regard to their personal data, as well as to object to and restrict the processing thereof by writing to the email address data_protection@idiada.com, including the reference "Data Protection" and enclosing a copy of client's I.D. card or an equivalent identity document. If the client wishes to obtain further information regarding the processing of its personal data or if it has a complaint regarding such processing, the client may contact us at data_protection@idiada.com, and also contact the relevant Data Protection Agency.
32. In the event that any provision of these General Conditions is held to be unenforceable under the applicable law, the parties shall reach a valid agreement in similar terms to the unenforceable provision. In any case, the remainder of these General Conditions will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

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Annex II. Acceptance of the quotation

To accept this quotation please return this form duly signed and completed.

Order number: PQ38306

Registered Company No. / Tax ID no.:

On behalf of:

(Signature and date)
