

## QUOTATION

**TO :** Rochester Institute of Tech  
One Lomb Memorial Drive  
Rochester, NY 14623

Attn: Brandon Hanold

**QUOTATION NO :** 50903 - 18273  
**DATE :** May 15, 2014  
**IN RESPONSE TO :** Email Request

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ITM	QTY	DESCRIPTION	UNIT COST	TOTAL
		Recalibration and Functionality Check of Lead Selenide Detector System		
1	(1)	Recalibrate OL 730D Programmable DSP Radiometer - Functional Check - Functional Check of 730D-CH - Recalibration and NIST- Traceable Certification - Repairs are not included - Pre-calibration measurement data available on request, at additional cost.	\$ 490.00	\$ 490.00
2	(1)	Functionality Check of OL 730-TE Cooler Controller	\$ 100.00	\$ 100.00
3	(1)	Recalibrate OL 730-PbSe-C Lead Selenide Detector - TE Cooled PbSe Detector - Calibration: Spectral Irradiance Response [V/(W/cm <sup>2</sup> )] - Spectral Range: 1.0 - 5.0 μm	\$ 3,040.00	<u>\$ 3,040.00</u>
		Total		\$ 3,630.00

**PAYMENT TERMS\* :** Net 30 Days  
**DELIVERY :** 4 - 6 Weeks ARO/ ARM  
**SHIPPING TERMS :** Ex-Works Orlando, FL  
**VALID FOR :** 90 Days

**SEND ORDER TO :**  
Optronic Laboratories LLC  
DBA Gooch & Housego  
4632 36th Street, Orlando, Florida 32811

\* subject to credit check

**Optronic Laboratories LLC**

\_\_\_\_\_  
Austin Dowd

## **TERMS AND CONDITIONS OF SALE**

1. As used herein, the term "order" means the purchase order or other document placing an order for goods, to which the quotation or acknowledgment relates. The term "goods" means the products, materials, or services, which are the subject hereof. The terms hereof are a part of the contract for the goods and shall prevail in the event of any conflict between these terms and the terms of the order.
2. All domestic shipments are made EXW Orlando, FL USA at the point shown herein or in accompanying documents unless otherwise agreed to in writing by Optronic Laboratories. Under EXW shipping terms, title and all risks of loss or damage to the goods will pass to the Purchaser upon delivery to carrier. All overseas shipments are made EXW Orlando (Incoterms 2000) unless otherwise agreed to in writing by OL. All risks of loss or damage to the goods will pass to the Purchaser upon delivery to carrier at named point shown herein.
3. Terms of payment are net 30 days on each shipment invoiced, unless otherwise provided in writing. All orders are subject to the approval of our credit department. All material shall remain the property of Optronic Laboratories until full payment is rendered.
4. Unless otherwise agreed, we reserve the right to make deliveries of all or part of the goods in advance of the times specified. We agree to use our best efforts to meet the delivery schedule, but we shall not be held liable in the event of delays in delivery or failure to deliver when due to conditions beyond our control. In such event our time for performance shall be extended for a period equivalent to the time consumed in eliminating such cause for delay.
5. Optronic Laboratories LLC warrants its products to be free from harmful defects caused by faulty materials or poor workmanship for a minimum of one year from date of shipment from Optronic Laboratories. Optronic Laboratories' liability is limited to replacing, repairing or issuing credit, at its option, for any products, which are returned by the original purchaser during the warranty period provided the goods are returned to Optronic Laboratories in Orlando, FL with all shipping, insurance and delivery charge prepaid (DDU Incoterms 2000). Optronic Laboratories makes no warranty that its products and calibrations are fit for the use or purpose to which they may be put by the buyer, whether or not Optronic Laboratories' products and calibrations are specifically designed or intended for buyer's use or purpose. THE EXPRESS WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. IN NO EVENT SHALL OPTRONIC LABORATORIES BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. Optronic Laboratories' Warranty and Field Service Policy is incorporated herein by reference. Optronic Laboratories' liability on any claim for loss or damage arising out of the sale, resale or use of any of its products and calibrations shall in no event exceed the selling price of the unit or service.
6. For non-warranty goods shipped to Optronic Laboratories LLC for repair, recalibration, or calibration services, the goods are returned to Optronic Laboratories in Orlando, FL with all shipping, insurance, customs clearance, and delivery charges prepaid (DDP Incoterms 2000).
7. Optronic Laboratories LLC calibration and measurement services are warranted to be accurate at the time of performance and to the extent described in the accompanying signed calibration certificates, calibration reports, and/or measurement reports provided to the buyer. Maintaining the accuracy of electronic and optical equipment, detectors, lamps, and reflectance standards requires use under stringent conditions and proper storage between uses. Once shipped, the responsibility for maintenance of calibrated items passes to the user. If a dispute arises, additional measurement services to ascertain the condition of a calibrated item will be at the discretion of Optronic Laboratories LLC and may incur expense to the customer. Optronic Laboratories' liability is limited to replacing, repairing or issuing credit, at its option, items which are returned to Optronic Laboratories in Orlando, FL by the original purchaser, and during the period indicated in the report (if any) provided the goods are returned with all shipping, insurance and delivery charge prepaid. Filament lamp standards are excluded, as they may have usage outside Optronic Laboratories' control, and usage history is essential in predicting future performance.

8. To the best of our knowledge and belief, the prices and other terms hereof conform to all applicable government regulations. We reserve the right to modify or withdraw any quotation if any term or provision thereof conflicts with or violates such regulations. For overseas orders, prices are quoted in US dollars.

9. Except where otherwise expressly agreed, all patterns, tools, jigs and fixtures required in the performance of the order, notwithstanding any charges, therefor, shall be and remain our property and in our possession and control.

10. All materials or equipment owned or furnished by the Purchaser while in our possession will be carefully handled and stored by us, but we shall not be responsible for accidental loss thereof or damage thereto.

11. Cancellation in whole or in part of the order, or changes therein, can be made only with our consent and upon terms that will indemnify us against loss, and afford us an equitable profit.

12. The Purchaser agrees to pay, or to reimburse us for, any taxes (except Income Tax) levied by any taxing authority upon the goods, or in respect to the production, manufacture, transportation or sale thereof. For overseas orders, duties and taxes such as Value Added Taxes (VAT) are extra at the prevailing rate and will be charged separately by the importing agency.

13. If the Purchaser becomes insolvent or is in default under the terms of this or any other agreement between the Purchaser and ourselves, we shall be entitled at our option to discontinue further performance of all or part of the order in addition to any and all other rights and remedies provided by law or equity and available to us in such event.

14. Unless otherwise specified all quotations are for immediate acceptance and are subject to prior sale of the goods and to withdrawal without notice. All orders are subject to acceptance by us in writing at our office at Orlando, FL and no order shall be binding upon us unless so accepted.

15. We warrant that any goods comprising one of our regular line of products are delivered free from patent infringement when used for normal purposes. When otherwise used or when goods are manufactured by us to the Purchaser's designs or specifications, we assume no liability for actual or alleged patent infringement and the Purchaser in such event shall hold us harmless from any and all claims, suits, damages or expenses by reason thereof.

16. In the event that the order is a subcontract under a prime Department of Defense contract of the United States Government, the foregoing conditions are hereby modified to include such portions of the Armed Services Procurement Regulations (as amended at the time of acceptance of the order) as are applicable hereto.

17. The foregoing constitutes full statement of all terms and conditions of the order. No additions to our modifications of such terms and conditions shall be binding upon us unless approved in writing by an officer of this company. The acceptance by us of any order shall not constitute our acceptance of any terms of the order which conflict with these Conditions of Sale. The construction of any order or agreement relating hereto shall be governed by the laws of the State of Florida.