

UDT SENSORS, INC.

12525 Chadron Ave, Hawthorne, CA 90250
Telephone 310-978-0516 Fax 310-644-1727

PAGE 2 OF 2

QUOTATION No:

1-10691-A

THIS IS NOT AN OFFER, BUT A QUOTATION

TO: **TELEDYNE ELECTRONIC TECHNOLOGIES**
Analytical Instruments
16830 Chestnut Street
City of Industry, CA 91749
Attention: Mr. Ed Avila

TEL: (818) 961-9221

FAX: (818) 961-1044

YOUR LOCAL REPRESENTATIVE IS:

UDT SENSORS INC.
12525 Chadron Avenue
Hawthorne, CA 90250

TEL: (310) 978-0516

FAX: (310) 644-1727

CUSTOMER RFQ NUMBER

VERBAL

DATE OF REQUEST

January 28, 1997

DATE OF QUOTE

January 28, 1997

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	DELIVERY
8	Lot	Tooling Charge for Plastic Housing Assembly.	\$55,700.00	12 weeks ARO
9	Lot	Tooling Charge for Top & Bottom Silicone Rubber Pads.	\$12,700.00	9-10 weeks ARO
10	Lot	Tooling Charge for DB-9 Molded Connector/Cable Assembly (for P856R).	\$4,000.00	6-8 weeks ARO
11	Lot	Tooling Charge for DB-9 Mating Molded Connector/Cable Assembly (Ref. Item 2 of Quote).	\$4,000.00	6 weeks ARO
12	Lot	Tooling Charge for DB-9 Connector Lock.	\$14,000.00	16 weeks ARO
NOTES: 1. It is assumed that Items 3-7 will utilize a standard, off the shelf connector and will not require additional custom tooling. 2. Tooling charges (Items 8-12), will be billed as follows: <ul style="list-style-type: none">- 50% with order placement- 40% upon delivery of prototypes- 10% upon Teledyne's final acceptance 3. Delivery of all quantities ordered (Items 1-7), must be taken within 12 months of order date. 4. F.O.B. Hawthorne, CA (unless otherwise mutually agreed upon). Payment terms: Net 30 Days SEE ATTACHED ADDITIONAL TERMS & CONDITIONS				

AFG CODE:

QA CODE:

77

24


Peter C. Williamson/SALES MANAGER WESTERN REGION

QUOTATION

Quote No. 7242

DATE: 1/21/97

UDT Sensors Inc.
12625 Chadron Av.
Hawthorne, CA 90250

YOUR INQUIRY:

Attn: Billy Cheng

ESTIMATE NO.:

QUANTITY	MATERIAL	PRICE	
	<u>P.N. SKQ10797-1 RevX1 Detector Pad</u>		
1	1 Cavity Liquid Injection Mold in a 2 cavity base. (Delivery 8 Weeks)	\$ 4,485.00+	
	Total Mold Cost	<u>379.01TX</u>	
10	First Article Samples will be included.	\$ 4,864.01	
1	1 Cavity Liquid Injection Mold in a 4 cavity base.(Delivery 9 Weeks)	\$ 5,285.00+	
	Total Mold Cost	<u>438.84TX</u>	
10	First Article Samples will be included.	\$ 5,723.84	
1	Rework to add 2nd. cavity to existing 1 cavity mold. (Delivery 6 Weeks)	\$ 2,500.00+	
	Total Rework Cost	<u>208.25TX</u>	
10	First Article samples will be included.	\$ 2,708.25	
1	Rework to add 3 cavities to existing 1 cavity mold in a 4 cavity base. (Delivery 7 Weeks)	\$ 4,326.00+	
	Total Rework Cost	<u>356.81TX</u>	
15	First Article samples will be included.	\$ 4,682.81	
	<u>Part Prices: 1cav. In a 2 cav. Base or a 4 cav. Base</u>	<u>2cav.mold</u> <u>4cav.mold</u>	
1,000	\$ 2.09/EA	\$ 1.52/EA	\$ 1.25/EA
5,000	1.88/EA	1.05/EA	.7847/EA
10,000	1.48/EA	.8817/EA	.7084/EA
20,000	1.38/EA	.8592/EA	.6322/EA
	NOTE This mold has an interchangeable insert for the .135" X .210" mold		

This quotation and/or confirmation is expressly conditioned upon the following: orders and deliveries are accepted subject to Inc. terms and conditions contained on the reverse side hereof and availability of raw materials. It is understood and agreed that prices for this quotation are firm for delivery within 90 days from the date shown on the quotation. For deliveries after 90 days, prices may change.

TERMS ON PARTS: 1% 10 days — Net 30 days — Subject to credit approval

TERMS ON TOOLING: 50% with order, balance, 10 days after first article approval.

All goods are subject to California State Use and/or Sales Tax for deliveries in California.

APPROXIMATE DATE OF SHIPMENT:

Tooling _____

Parts _____

Mold capacity _____ pieces per week beginning _____ weeks after first article approval.

MANUFACTURING TOLERANCES: The material on this quotation is custom made to order and, as a result, it is improbable that the production run will result in the exact quantity ordered. This quotation is made with the assumption that a reasonable delivery tolerance will be acceptable. If exact quantities are mandatory, an additional charge may be necessary.

When part tolerances are not specified RMA tolerances shall apply.

Except to the extent otherwise expressly provided above, all quotations, orders, sales and deliveries as to this or any other merchandise are subject to the terms and conditions on the reverse side hereof, notwithstanding any contrary term or condition in the buyer's purchase order, or otherwise.

By: _____

QUOTATION

Quote No. 7243

DATE: 1/21/97

UDT Sensors Inc.
12525 Chadron Av.
Hawthorne, CA 90250

YOUR INQUIRY:

ESTIMATE NO.:

Attn: Billy Cheng

QUANTITY	MATERIAL	PRICE
	<u>P.N. 8K010079-3 Rev X1 Emitter Pad</u>	
1	1 Cavity Mold in a 2 cavity base. (Delivery 9 Weeks)	\$ 4,485.00+
	Total Mold Cost	<u>570.01TX</u>
10	First Article Samples will be included.	\$ 4,855.01
1	1 Cavity in a 4 cavity base. (Delivery 9 Weeks)	\$ 5,285.00+
	Total Mold Cost	<u>438.84TX</u>
10	First Article Samples will be included.	\$ 5,723.84
1	Rework to add 2nd. cavity to existing 1 cavity mold. (Delivery 8 Weeks)	\$ 2,800.00+
	Total Rework Cost	<u>208.25TX</u>
10	First Article samples will be included.	\$ 2,708.25
1	Rework to add 3 cavities to existing 1 cavity mold in a 4 cavity base. (Delivery 7 Weeks)	\$ 4,325.00+
	Total Rework Cost	<u>388.81TX</u>
15	First Article samples will be included.	\$ 4,801.81
	<u>Part Prices: 1cav. in a 2 cav. Base or a 4 cav. Base 2cav.mold 4cav.mold</u>	
1,000	\$ 2.09/ea	\$ 1.52/ea \$ 1.25/ea
5,000	1.59/ea	1.05/ea .7847/ea
10,000	1.48/ea	.9817/ea .7084/ea
20,000	1.36/ea	.8992/ea .6322/ea

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ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	DELIVERY
1	3000	PIN 10691-1, Pulse Oximetry Probe per Teledyne Electronic Technologies drawing no. P856R.	\$70.00	Prototypes beginning 14 weeks ARO
2	500	PIN 10691-1, Cable 8 foot extension cables to be used with Item 1 (PIN 10691-1).	\$25.00	As required beginning 12-14 weeks ARO
3	1000	PIN 10691-2, Pulse Oximetry Probe per Teledyne Electronic Technologies drawing no. P867R.	\$94.00	Prototypes beginning 14 weeks ARO
4	1000	PIN 10691-3, Pulse Oximetry Probe per Teledyne Electronic Technologies drawing no. P872R.	\$105.00	Prototypes beginning 16-18 weeks ARO
5	500	PIN 10691-4, Pulse Oximetry Probe per Teledyne Electronic Technologies drawing no. P862R.	\$88.00	Prototypes beginning 16-18 weeks ARO
6	500	PIN 10691-5, Pulse Oximetry Probe per Teledyne Electronic Technologies drawing no. P861R.	\$87.00	Prototypes beginning 16-18 weeks ARO
7	500	PIN 10691-6, Pulse Oximetry Probe per Teledyne Electronic Technologies drawing no. P876R.	\$104.00	Prototypes beginning 18-20 weeks ARO

AFG CODE:

QA CODE:

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Peter C. Williamson/SALES MANAGER WESTERN REGION

TERMS AND CONDITIONS

1. **CONTRACT; QUOTATION.** No original Customer Purchase Order will constitute a valid contract unless Company executes a confirming copy of the Purchase Order or issues an original Company Sales Order that Customer does not reject within 10 days after issuance or that Customer accepts by executing a confirming copy of the Sales Order. Company Sales Order Terms have priority over Customer Purchase Order Terms. A Company Quotation is an offer to sell the described Products and Services that will expire on the specified date.

2. **TAXES; EXPORT COSTS.** All sales use VAT, excise and transfer taxes, and all customs and export fees and charges (except Export License Application fees) are not included in the Product Prices and will be added to the Invoice and paid by Customer.

3. **PAYMENT TERMS; UCC SECURITY INTEREST.** Standard payment terms after credit approval are net 30 days after the original Product shipment dates. Each Product shipment will constitute a separate and independent transaction. Customer grants a UCC security interest to Company in all shipped Products until the Contract Price has been paid. Delinquent payments will accrue interest at one percent per month until paid.

4. **PACKAGING; SHIPMENT; INSURANCE; RISK OF LOSS.** Company shall provide at its expense commercial packaging adequate under normal conditions to identify and protect the Products during shipment by regular commercial carrier. Customer may request special packaging at its extra expense. Unless Customer requests specific carriers or methods of shipment, Company shall ship to Customer by regular commercial carrier and Customer shall pay all freight and unloading costs. Product shipment dates are approximate dates. Unless Customer requests specific insurance coverage or specific valuation amounts, Company shall specify shipment without insurance coverage and at minimum valuation amounts. Customer shall pay all insurance costs. Customer assumes all risk of loss and damage after delivery to the carrier and during shipment and shall file any damage claim forms required by the carrier or insurer.

5. **FORCE MAJEURE; ALLOCATION.** Performance by Company will be excused without liability during any period that performance is prevented or delayed by causes beyond the reasonable control of Company. During periods of such delays, Company shall allocate product shipments in a commercially reasonable manner.

6. **LIMITED PRODUCT AND SERVICE WARRANTIES; WARRANTY DISCLAIMER.** Company warrants only to Customer that the Products will comply with Product specifications and that the Products will operate properly under proper use and normal conditions without defects in parts or labor that prevent such operation for a period of 90 days after the individual Product shipment dates. Minor defects or deviations from Product Specifications that do not materially affect such operation will not constitute a breach of warranty or a failure to meet specifications. Company warrants only to Customer that the services will be promptly performed in a competent manner. THERE ARE NO OTHER WARRANTIES THAT EXTEND BEYOND THE PRODUCT SPECIFICATIONS AND DESCRIPTION CONTAINED IN THE CONTRACT. COMPANY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY THAT THE PRODUCTS ARE MERCHANTABLE OR THAT THE PRODUCTS ARE FIT FOR A PARTICULAR USE OR PURPOSE EVEN IF THE PARTICULAR USE OR PURPOSE IS DISCLOSED TO COMPANY IN ADVANCE.

7. **LIMITED REMEDIES FOR BREACH OF WARRANTY.** Defective Products may be returned to Company freight prepaid only after obtaining a Return material Report Number from Company. If after testing and inspection any such returned product is determined by Company to be defective, Company shall promptly repair or replace the Product and return it to Customer freight prepaid. CUSTOMER HAS NO OTHER REMEDY FOR BREACH OF WARRANTY OR FAILURE TO MEET PRODUCT SPECIFICATIONS.

8. **LIMITATION OF LIABILITY AND DAMAGES.** COMPANY SHALL NOT BE LIABLE FOR INJURY TO ANY PROPERTY OTHER THAN THE PRODUCTS AND IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DIRECT OR INDIRECT CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES.

9. **INDEMNITY BY CUSTOMER.** Customer shall defend and indemnify Company against any claims that are based upon any subsequent resale of the Products by Customer or upon any sale by Customer of any of its products that contain the Products.

10. **PATENT AND TRADEMARK INFRINGEMENT DEFENSE AND INDEMNITIES.** Company shall with the cooperation of Customer defend and indemnify Customer against any claims that the manufacture or sales of the Products by Company or that the ordinary use of the Products by Customer constitutes a violation of infringement of US Patents (except Process Patents) or trademarks. Customer shall defend and indemnify Company against any claims that use or combination of the Products by Customer with any material or products not sold by Company constitutes a violation or infringement of any US or foreign patents covering the use or combination of Products by Customer. Customer shall defend and indemnify Company against any claims that manufacture or sales of Products manufactured to Customer specifications constitutes a violation or infringement of any US or foreign patents or trademarks. SALE OF THE PRODUCTS BY COMPANY CONVEYS NO EXPRESS OR IMPLIED LICENSE UNDER ANY PATENT OWNED OR CONTROLLED BY COMPANY.

11. **GOOD FAITH AND FAIR DEALING.** Company and Customer each shall deal fairly in good faith with each other under the contract.

12. **RESCHEDULING CHARGES.** Products shipments may not be rescheduled without prior written consent from Company and payment of rescheduling charges determined by Company.

13. **SPECIAL TERMS PRIORITY.** Sales Order Special Terms have priority over Standard Terms.

14. **APPLICABLE LAW, ARBITRATION.** California law will exclusively apply to this Contract and its performance. All unresolved claims and disputes under this Contract shall be settled by arbitration in Los Angeles, California under American Arbitration Association Commercial Arbitration Rules (including mutual discovery) and judgment upon the Arbitration Award may be entered and enforced in any competent Court with jurisdiction.