



Quotation

Quote number: **24557**
Date: **3/5/2003**

VMETRO, Inc.
1880 Dairy Ashford
Suite 400
Houston, TX 77077

Quote issued to: **Andrei Sukhanov**
Company: **Brookhaven National Laboratory**
Address: **Bldg 555**

Tel.: 281-584-0728
Fax: 281-584-9034
E-mail: dkresse@vmetro.com

City: **Upton**
State/Zip: **NY 11973**

Sales person: **Don Kresse**

Tel: **(631)344-8231**
Fax:

Signature: 

Rep Company: **Radiation**

Item #	Part Number	Description	Unit Price	Qty	Extended Price
Data Recorder					
1	MDR-320PT-DF	FPDP/FPDP II Data Recorder, 1 Gbs Fibre channel SAN interface, Dual Fibre	\$25,500.00	1	\$25,500.00
2	FCC-FL-03	3m Dual LC to Dual SC Optical Fibre Channel Cable	\$120.00	1	\$120.00
Data Recorder Subtotal					\$25,620.00
Storage Subsystem (1TB)					
3	EL-SB2G-14C73	2Gbs Optical FC JBOD 3U 19" chassis with 14x73GB 10k rpm disk drives	\$14,806.00	1	\$14,806.00
4	EL-SB2G-RKIT	Rack rail kit for EL-SB2G	\$160.00	1	\$160.00
Storage Subsystem Subtotal					\$14,966.00
Workstation Attachment Option					
5	MDR-HOST-SW-B	MDR Host Software. (Contains MDR Shell and API for SUN PCI / Solaris 2.x and PC PCI / Windows NT host workstations. FC Host supported. Project License, one time purchase.)	\$1,000.00	1	\$1,000.00
6	MDR-HOST-SW-L	MDR Host Software. (Contains MDR Shell and API for SUN PCI / Solaris 2.x and PC PCI / Windows NT host workstations. FC Host supported. Run-time License. To be purchase one per host adapter.)	\$900.00	1	\$900.00
7	VMFC-2300P-F	2Gb FC PCI module - ISP2300A - One SWL Fiber port	\$2,395.00	1	\$2,395.00
8	FCC-LL-05	5 m LC Duplex to LC Duplex Optical Fibre Channel Cable	\$140.00	1	\$140.00
Workstation Option Subtotal					\$4,435.00

FOB HOUSTON, TEXAS

\$45,021.00

TERMS: **NET 30**
DELIVERY: **4 Weeks ARO**



VMETRO, INC. TERMS & CONDITIONS

QUOTATIONS: Written quotations are valid for thirty (30) days from the date of the quotation. Verbal quotations are valid for 24 hours. All quotations must be accepted in writing. Clerical errors must be corrected by Buyer in writing.

PRICING: All prices are F.O.B. Sales Office, Houston, Texas. Prices are subject to change without notice. Orders received on expired quotations are subject to price modifications.

TERMS: Terms are Net 30 days. Credit shall be established to VMETRO's satisfaction prior to shipment. VMETRO maintains the right to require partial or full payment in advance if the financial condition of the Buyer does not warrant net terms. Any past due amounts will be subject to interest of 1.5% per month, or, if less, the maximum rate allowed by applicable law. No penalty clauses by the Buyer will be effective unless accepted in writing by an officer of VMETRO.

TAXES: VMETRO's quotations do not include taxes. Taxes, where applicable, will be added to the purchase price and shall be paid by the Buyer or in lieu thereof the Buyer shall provide to VMETRO with an appropriate tax exemption certificate. Any tax, excise or other governmental charge imposed upon the production, sale, transportation of or payment for any material or service sold hereunder which VMETRO may be required to pay, shall be paid by Buyer in addition to the purchase price.

ORDERS: Orders are subject to acceptance in writing by VMETRO. All orders must include pricing, delivery requirements and a description of the items being purchased. The acceptance of Buyer's order by VMETRO is expressly made conditional on these Terms & Conditions, which constitute the only binding contract terms and conditions between the parties. Any contrary terms and conditions contained in any purchase order of Buyer shall be void and of no force or effect.

TITLE: Title to the product and risk of loss shall pass to Buyer upon delivery to a carrier at VMETRO's office.

LOSS or DAMAGE IN TRANSIT: VMETRO's responsibility for damage to or loss of the product furnished hereunder ceases when VMETRO delivers it to the carrier at VMETRO's office. Any claim for damage to or loss of the product must be referred to the carrier. Any items which Buyer should obtain from VMETRO to replace items damaged or lost in transit will be sold to Buyer at VMETRO's standard prices in effect at the time of such replacement.

DELIVERY: Shipping dates are approximate and are based upon prompt receipt by VMETRO of all necessary information. Partial shipments may be made unless Buyer instructs otherwise. If this contract calls for the shipment of goods in separate lots or if partial shipments are made as herein authorized, this contract shall be deemed an "installment contract" within the meaning of the applicable law.

VMETRO shall not be liable for delays in delivery which are due to causes beyond VMETRO's reasonable control, including, but not limited to, delays due to: (1) acts of God, Buyer's acts, acts of civil or military authority; priorities, fires, strikes, floods, epidemics war, riot, delays in transportation, car shortages, or the like; (2) inability to obtain necessary labor, materials, components or manufacturing facilities; (3) changes in specification, directions or design requested by Buyer or agreed to by Buyer; or (4) Buyer delay in approving documents. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

BILLING: Minimum billing is \$50.00

CANCELLATION OR DEFERRED DELIVERY: Buyer may cancel an order only upon written notice to VMETRO and only upon payment to VMETRO of reasonable and proper charges incurred by VMETRO in connection with the performance of the contract up to date of cancellation. Buyer's request for deferral of delivery may be treated the same as cancellation of Buyer's order and in such event cancellation charges will apply. Upon the request of Buyer, VMETRO shall complete manufacturing, invoice Buyer for the items and hold for Buyer at Buyer's risk and expense; subject to the terms of payment stated elsewhere herein. In addition to VMETRO's other rights under applicable law, in the event of Buyer's insolvency or bankruptcy, or in the event that such appears imminent, or in the event VMETRO otherwise has cause to believe that Buyer's ability to pay any invoices on a timely basis is impaired, VMETRO may cancel any order then outstanding and receive reimbursement for reasonable and proper cancellation charges, require payment in advance of or on delivery, defer shipments, or ship on any other terms and conditions satisfactory to VMETRO.

SAMPLING AND TESTING : Buyer shall make an examination and test of any products delivered hereunder immediately upon receipt at Buyer's plant, and Buyer's failure to give notice of any claim and return the product as provided herein to VMETRO's office within thirty (30) days after the receipt of such product at its plant shall be unqualified acceptance of said product.

VMETRO

REPAIRS: A return authorization number (RMA) must be obtained from VMETRO prior to return of any defective product. Product repairs covered by warranty will be repaired at no charge. Product repairs not covered by warranty must be accompanied by a purchase order which will be billed on material and labor basis. Product must be sent to VMETRO's office prepaid and in packaging substantially similar to VMETRO's standard packaging and return transportation will be billed as part of the repair. VMETRO will not be responsible for damage due to improper packaging of items returned for repair.

WARRANTY: VMETRO warrants to Buyer that the original items furnished thereunder will be free from defects in material and workmanship. This Warranty is exclusive and in lieu of all other warranties whether written, oral, or implied (including any warranty of merchantability or fitness for purpose). If it appears within one (1) year from the date of shipment that this material does not meet the warranty specified above, or any nonconformance to the specifications, VMETRO can either (at VMETRO's option) repair any defective part or parts which are returned to VMETRO freight prepaid, or by making available at Buyer's plant (via lowest freight rate) a repaired or replacement material. VMETRO's liability to Buyer arising out of supplying this material, or its use, shall not in any case exceed the cost of correcting defects in the material as herein provided, and upon the expiration of the one (1) year warranty period, all such liability shall terminate. The foregoing shall constitute Buyer's sole remedy and VMETRO's sole liability.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, AND VMETRO MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF FITNESS FOR PARTICULAR USE OR OTHERWISE, EXCEPT THAT THE PRODUCTS SOLD HEREUNDER SHALL BE OF MERCHANTABLE QUALITY AND SHALL CONFORM TO VMETRO'S STANDARD SPECIFICATIONS; AND BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCTS PURCHASED.

VMETRO SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Any course of dealing with the parties to the contrary notwithstanding, any claim of Buyer shall be deemed waived unless presented in writing to VMETRO within one (1) year from the date of receipt of the products to which such claim relates.

RETURNED ITEMS: No item will be accepted without prior written authorization and as otherwise required under these Terms & Conditions. Items returned due to the fault of VMETRO will be allowed full credit. All other returned items are subject to a twenty percent (20%) restocking charge plus all transportation charges. Items built to the Buyer's specifications may not be returned. In order to receive credit, Products must be returned to VMETRO in substantially new condition within thirty (30) days after the receipt of such product by Buyer at its plant.

ADDITIONAL COSTS: Buyer agrees to reimburse VMETRO for any additional costs attributable to changes in the specifications, directions, or design of the items furnished hereunder which are requested by Buyer, at VMETRO's standard prices in effect at the time such changes are ordered.

APPLICABLE LAW: This contract will be governed by the laws of the State of Texas.