

Presented to:  
**JET PROPULSION LAB**  
for  
**Richard Petras**  
Quote Number: 1-1MNLX





Quote Number: 1-1MNLX

Richard Petras  
JET PROPULSION LAB  
M/S ?  
4800 OAK GROVE DR  
PASADENA, CA 91109

Dear Richard,

SBS Technologies is pleased to present you with a quote for Richard Petras. In this quotation you will find a detailed description of products, pricing, attachments and contractual terms and conditions.

SBS Technologies looks forward to serving your needs and our continued business partnership.

Sincerely,

Tim Tipton  
Account Executive  
SBS Technologies

**SBS Technologies**

1284 Corporate Center Drive, St.Paul, MN 55121-1245

Tel 651-905-4700 . Fax 651-905-4701 . Web [www.sbs.com](http://www.sbs.com)

*California    Germany    Massachusetts    Minnesota    New Mexico    North Carolina    Wisconsin*



Quote Number: 1-1MNLX

## PRICING

Richard Petras  
 JET PROPULSION LAB  
 M/S ?  
 4800 OAK GROVE DR  
 PASADENA, CA 91109

June 24, 2002

<b>Factory Contact:</b> Tim Tipton	<b>Quote Valid for:</b> 30 days	<b>Phone#:</b> (562) 467-8996
<b>Payment Terms:</b>	<b>F.O.B point:</b> ORIGIN	<b>E-Mail:</b> ttipton@sbs.com
		<b>GSA#:</b> None
<b>Notes:</b>		
<b>Reference:</b>		
<b>Special Notes:</b> Please reference Quotation Number on any correspondence or order. Richard Petras Ph: 818-354-0632 Quoted by Mark Estes, for Tim Tipton Mark Ph: 651-905-4768; Fax: 651-905-4792 cc: Jim Bolek		

Item No	Qty	Part Number	Description	Net Disc%	Unit Price	Dlvry ARO	Extended Price
1	4	IP-OPTOAD16BPV1			\$1,095.00	6-8 Weeks	\$4,380.00
			<b>Comments</b> 16CH 16BIT ADC +/-10 OPTO				
2	2	CPCI-100A-FP		\$495.00	\$495.00	6-8 Weeks	\$990.00
			<b>Comments</b> CARRIER,2IP,3U,FRONT I/O				
3	1	VD-OPTOAD16		\$470.00	\$470.00	1-2 Weeks	\$470.00
			<b>Comments</b> VX DRIVER FOR IP-OPTOAD16				
<b>Total :</b>							\$5,840.00



Quote Number: 1-1MNLX

## Terms and Conditions

Except as otherwise agreed by SBS Technologies, Inc. or any of its subsidiaries identified as the seller on SBS' invoice for the applicable Product (herein called "SBS"), in writing, these General Terms and Conditions of Sale, together with any specific conditions of sale set forth in SBS' proposal, if applicable (the "Specific Terms and Conditions"), shall be the entire contract for sale (collectively, the "Contract").

### 1. PRICE

- 1.1. The prices are in United States dollars and include only the cost of SBS' usual factory quality tests and inspection and the cost of packing in accordance with good commercial practice. Prices are FOB Shipping Point. For non-North American shipments, prices quoted do not include export/import duties, customs fees or brokerage fees, unless otherwise indicated on the quotation and shall be paid by Sight Draft. Compliance with export control requirements shall be the sole responsibility of Buyer.

### 2. DELIVERY

- 2.1. Delivery dates and times are approximate and based on (i) prompt receipt by SBS of all information necessary to permit SBS to proceed with work immediately and without interruption, (ii) Buyer's compliance with the payment terms, (iii) prompt receipt by SBS of all evidence SBS may request that any required Export or Import License, as applicable, is in effect.
- 2.2. Partial deliveries shall be permitted, but SBS shall not ship excess quantities. Upon shipment from SBS' Facility, title in the Products and all risk of loss shall pass to Buyer. Buyer grants SBS a security interest in and the right to repossess the Products until the Products is paid in full; Buyer further will execute any document required to perfect this security interest.
- 2.3. If any part of the Products cannot be delivered when ready due to any cause specified in Article 7 hereof, SBS may make delivery by placing such Products in storage. In such event, (i) all expenses incurred by SBS such as for preparation for and placement into storage, handling, storage, inspection, preservation and insurance, shall be payable by Buyer upon submission of SBS' invoices, and (ii) SBS shall assist and cooperate with Buyer in any reasonable manner with respect to the removal of any Products which have been placed in storage after payment of all amounts owed by Buyer. SBS shall notify Buyer in writing concurrently with placing such Products in storage.
- 2.4. SBS shall determine the method and routing of all deliveries.
- 2.5. Product that is deliverable within 30 days cannot be cancelled or rescheduled. Cancellations or modifications to the delivery schedule of product due outside of 30 days caused by Buyer may result in pricing adjustments and/or cancellation fees.

### 3. PAYMENT

- 3.1. SBS shall invoice Buyer upon shipment and such invoices will be due and payable within thirty (30) days from date of billing. In the event that any invoice is not paid when due, SBS may, with fifteen (15) days prior written notice to Buyer, either suspend deliveries or terminate this Contract. Interest shall accrue on all past-due payments at one and one-half percent (1-1/2%) per month or the highest rate permitted by the laws of the Governing State, whichever is less.
- 3.2. In the event Buyer fails to make payments as required, Buyer agrees to indemnify and save SBS harmless from any and all reasonable costs and expenses and attorneys' fees, court costs, and other associated costs, including but not limited to, costs associated with compromises and judgments arising therefrom, incurred by SBS.
- 3.3. Payment shall be made to the address of SBS as shown on SBS' invoice.

### 4. INSPECTIONS AND TESTING

- 4.1. All quality control exercised in the manufacture of the Products shall be in accordance with SBS' normal quality control policies, procedures and practices.

### 5. TAXES

- 5.1. Unless expressly provided otherwise, Prices set forth in the Contract do not include sales, use, excise, gross receipts, export or similar taxes, which shall be the responsibility of Buyer.

### 6. PACKING, MARKING AND SHIPPING

- 6.1. Products shall be prepared, packed and shipped by or on behalf of SBS in accordance with good commercial practices unless otherwise directed in the purchase order. A complete packing list shall be enclosed with all shipments. Buyer agrees to reimburse SBS for any costs for any non-standard packing, marking or shipping directions contained in the purchase order.

### 7. DELAYS

- 7.1. SBS shall not be liable for delays in performing its obligations, and SBS' deadlines shall be extended, for any delay arising directly or indirectly from (i) acts of God, unforeseeable circumstances, acts (including delay or failure to act) of any governmental authority, war, riot, revolution, civil unrest, delay or defaults of common carriers, priorities, fires, strikes, sabotage or epidemics, or (ii) failure or curtailment due to causes beyond SBS' reasonable control of SBS' usual source of supply, labor, materials, components, facilities, transportation, or (iii) any other cause beyond SBS' control.
- 7.2. If any delay resulting from any of the foregoing causes extends for more than ninety (90) days, either party, upon thirty (30) days' written notice, may terminate the order in respect to the unexecuted portion of the work whereupon Buyer shall pay SBS charges, as applicable, in accordance with Article 8 hereof.

### 8. TERMINATION

- 8.1. An order may be terminated in whole or in part upon written notice from Buyer to SBS. SBS shall without delay apply reasonable effort to terminate all matters affected by or resulting from such termination.
- 8.2. Products completely manufactured as of the effective date of termination shall be delivered to Buyer. For each completed Product delivered, Buyer shall pay to SBS the contract price plus any adjustment thereto resulting from reduced quantities by reason of the termination.
- 8.3. Raw materials, processed materials, items in process and purchased components acquired by SBS in the performance of this Contract shall at Buyer's option be completely manufactured and delivered to Buyer and paid for pursuant to Section 8.2 above or be delivered to Buyer and Buyer shall either accept them in their "as is" condition or direct that they be returned to the supplier, if possible, or else scrapped as of the date of termination. In the event Buyer elects this latter option, it shall pay the total costs incurred by SBS including termination settlements paid to SBS' suppliers plus an amount equal to ten (10) percent of the total incurred costs.
- 8.4. Either party may terminate this Contract in whole or in part, with or without cause, upon written notice to the other party.

### 9. CONFIDENTIALITY

- 9.1. Each party agrees to comply with the terms of any nondisclosure or propriety information agreement between SBS and Buyer and to comply with all proprietary information markings and and restrictive legends applied to anything provided by one party to the other. Any other knowledge or information that Buyer shall have disclosed or may hereafter disclose to SBS incident to any order hereunder shall not, unless specifically agreed upon in writing by SBS, be deemed to be confidential or proprietary information and accordingly shall be acquired free from any restriction (other than a claim for patent infringement).

### 10. WARRANTY

- 10.1. SBS warrants to Buyer that the Products sold hereunder will be free from defects in material and workmanship, and will meet SBS' published specifications. This warranty extends for the periods described in Section 10.3 from the date of original purchase. SBS' liability and Buyer's remedy under this warranty are limited to repair or replacement, at SBS' election and at SBS' cost, of Products or parts thereof returned to SBS' place of manufacture which are shown to SBS' reasonable satisfaction to have been defective; provided that written notice of the defect shall have been given by Buyer to SBS prior to expiration of the warranty period. Transportation charges for the return of defective Products to SBS and their reshipment to Buyer and the risk of loss thereof will be borne by SBS only if returned in accordance with written shipping instructions from SBS. This warranty shall not apply to repair or replacement necessitated by accident, disaster, improper or inadequate maintenance, unauthorized modification or repairs, or electrical or physical misuse, misapplication or abuse.
- 10.2. SBS' warranty shall be as stated herein in Section 10.1 and shall be in lieu of all other warranties, whether oral, written, express, implied or statutory. SBS' warranty obligations, and Buyer's remedies thereunder, are solely and exclusively as stated herein. **ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED ARE HEREBY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN THE EVENT THAT SBS IS UNABLE TO REPAIR OR REPLACE THE PRODUCT IN A TIMELY FASHION, OR THE WARRANTY PROVIDED HEREIN OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE, BUYER'S RECOVERY OF ANY DAMAGE OR LOSS SHALL BE LIMITED TO THE PRICE PAID FOR THE PRODUCT.**
- 10.3. The warranty described in Section 10.1 shall extend from the date of original shipment in the case of Hardware for one (1) year, and in the case of Software for ninety (90) days.
- 10.4. Products repaired or replaced after the warranty period are warranted for ninety (90) days from the date of shipment.

### 11. LIMITATION OF LIABILITY

- 11.1. The total liability of SBS, and any other agent, division, subsidiary, parent corporation, subcontractor or supplier of the SBS (collectively, "SBS Indemnified Party"), on any claim, whether in contract, warranty, tort (including negligence or patent infringement) or otherwise, arising out of, connected with, or resulting from the performance of nonperformance of this Contract or from the manufacture, sale, delivery, resale, repair, replacement or use of any Product or the furnishing of any service, shall not exceed the price allocable to the Product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 10.
- 11.2. **In no event, whether as a result of breach of contract, warranty, tort (including negligence or patent infringement) or otherwise, shall any SBS Indemnified Party be liable for any special, consequential, incidental, indirect, punitive or exemplary damages, including, but not limited to, loss or damage to any other equipment at any installation or repair site or aboard any vessel, regardless of the origin, manufacturer, or ownership of the lost or damaged equipment, loss of profit or revenues, loss of use of the Products or any associated equipment, cost of capital, cost of substitute goods, facilities, services or replacement power, downtime costs or claims of Buyer's customers for such damages.**



Quote Number: 1-1MNLX

## Terms and Conditions

If Buyer transfers title to, or leases the Products sold hereunder to, or otherwise permits or suffers use by, any third party, Buyer shall obtain from such third party a provision affording all SBS Indemnified Parties the protection of the preceding sentence.

- 11.3. If SBS furnishes Buyer with advice or other assistance which concerns any Product supplied hereunder or any system or equipment in which any such Product may be installed and which is not required by the terms of this Contract, the furnishing of such advice or assistance shall not subject any SBS Indemnified Party to any liability, whether in contract, warranty, tort (including negligence or patent infringement) or otherwise.

### 12. LIFE SUPPORT AND NUCLEAR INDEMNIFICATION

- 12.1. No Product or any part thereof shall be used in connection with, or as a part of, any activity or process involving (i) life support applications where failure or malfunction of the component may result in injury or death or (ii) nuclear fission of fusion, or any use or handling of any material defined in the U.S. Atomic Energy Act of 1954, as amended. Therefore, the user of the Product in any life support applications or nuclear applications assumes all risk arising out of such use and further agrees to indemnify and hold SBS harmless against any and all claims, damages and liability of whatsoever kind or nature (including claims of culpable conduction, strict liability, negligence or breach of warranty on the part of SBS) arising out of any such actual or alleged use and for the cost of defending the same, including attorneys' fees and court costs. If any such use is contemplated by Buyer or others, Buyer shall, prior to such use, at its expense, arrange for insurance and governmental indemnity satisfactory to SBS protecting SBS against liability of any kind whether in contract, tort (including negligence of any degree) or otherwise.

### 13. RIGHTS IN PRODUCTS AND DATA

- 13.1. SBS shall retain exclusive rights to its Products, Licensed Software, schematics, logic diagrams and manufacturing processes developed by SBS entirely at SBS' expense or modifications to SBS' products funded by Buyer purchase orders. SBS shall retain ownership and does not convey, nor does Buyer or Buyer's final customer obtain any right, title, or interest in Licensed Software, specifications or data furnished or developed by SBS either prior to or in the performance of this Contract. Schematics and source code for SBS' Products shall not be furnished. SBS grants to Buyer and Buyer's final Buyer a nonexclusive license to use Licensed Software with, and only with, the items supplied by SBS hereunder. This license is nontransferable and personal to Buyer, and Buyer's final Buyer, both parties agreeing not to disclose the Licensed Software to third parties or otherwise make it available for use by third parties, except as provided hereinafter.
- 13.2. Buyer and Buyer's final Buyer agree not to copy or reproduce Licensed Software supplied hereunder in printed form without SBS' prior written authorization which SBS may withhold or delay in its absolute discretion, and in making any authorized copy or reproduction, both parties agree to retain any statutory copyright or other legal or proprietary notice on all copies and partial copies and portions thereof unless otherwise permitted by the SBS in writing. Licensed Software supplied in machine-readable form may be copied by the Buyer and Buyer's final Buyer but only for its own use and only when and to the extent necessary to the utilization of the system delivered hereunder.
- 13.3. The software license granted herein shall continue for an indefinite term; provided, however, that in the event the Buyer or Buyer's final Buyer should breach any of the foregoing obligations or otherwise become in default hereunder, this license shall terminate immediately and Buyer shall immediately return all Licensed Software to the SBS or certify to its destruction. Such termination shall not relieve the Buyer of any of its obligations assumed prior to termination and shall not impair any right or remedies of SBS accrued prior thereto, whether granted by this Contract or existing at law or in equity.
- 13.4. Use, duplication or disclosure of certain SBS technical data and SBS software by the U.S. Government is subject to the terms regarding restricted rights as set forth in the Rights in Technical Data and Computer Software of DFAR 252.227-7013, subdivisions (b)(3)(ii) and (c)(1)(ii), respectively.

### 14. INTELLECTUAL PROPERTY INDEMNITY

- 14.1. SBS agrees that it will defend any suit or proceeding brought against Buyer insofar as such suit or proceeding is based on a claim that the Product or any part thereof, made to SBS' design and purchased under the Contract infringes any United States patent, if SBS is notified promptly in writing of any such suit or proceeding and is given full and complete authority, information and assistance by Buyer for such defense. SBS shall pay all damages and costs finally awarded in any such suit or proceeding against Buyer, but shall not be responsible for any compromise made by Buyer without the prior written consent of SBS.
- 14.2. In the event that the Product is held in such suit or proceeding to infringe a United States patent and its use is enjoined, or if in the opinion of SBS the Product is likely to become the subject of a claim of infringement of a United States patent, SBS, at its own election and at its own expenses, shall:
- Procure for Buyer the right to continue using the Product;
  - Modify the Product so that it becomes noninfringing while giving equivalent performance;
  - Replace the Product with noninfringing equipment which gives equivalent performance; or
  - If (i), (ii), and (iii) are not reasonably feasible, remove such Product and accept its return, granting Buyer a refund equal to its depreciated value, depreciation being calculated at the rate of one and sixty-seven hundredths percent (1.67%) of the purchase price per month from the original date of shipment.
- 14.3. SBS shall have no liability to Buyer under any provision of this Section 14 if any infringement or claim is based upon a modification of the Product not introduced or approved in writing by SBS; the interconnection or use of the Product in combination with equipment, software or other devices not made or supplied by SBS; or use of the Product in other than those uses recommended by SBS.

### 15. MODIFICATIONS

- 15.1. SBS reserves the right to modify products without notice to Buyer as long as the modification does not adversely affect the form, fit or function of the Products.

### 16. SPECIAL ORDERS

- 16.1. If any Product shall be manufactured and/or sold by SBS to meet Buyer's particular specifications or requirements and is not part of SBS' standard line offered by it to the trade generally, Buyer shall defend, protect, and save harmless SBS against all suits at law or in equity and from all damages, claims, and demands for actual or alleged infringement of any United States or foreign patent and shall defend any suit or actions which may be brought against SBS for any alleged infringement because of the manufacture and/or sale of the Product covered thereby.

### 17. GENERAL PROVISIONS

- 17.1. The rights and obligations of the parties hereunder shall be governed in all respects by the law of the State of California (the "Governing State"), without regard to the Governing State's choice of law rules. Both parties will attempt to resolve all disputes amicably before resorting to legal action. Any legal action will be brought in a court of competent jurisdiction in the Governing State.
- 17.2. The assignment of this Contract or any order, or any rights or obligations thereunder by either party without the prior written consent of the other party shall be void except that SBS may assign this Contract upon written notice to Buyer to an entity controlling, controlled by or under common control with SBS, an entity that acquires SBS or substantially all of SBS' assets, and a financial institution as collateral security. In the event of such assignment, Buyer shall be advised thereof in writing.
- 17.3. Subject to Section 17.6 below, this Contract supersedes all prior offers, negotiations, discussions and writings and constitutes the entire agreement between Buyer and SBS. Any purchase order is subject exclusively to these General Terms and Conditions of Sale, and any conditions or terms which appear on Buyer's pre-printed purchase order form which are inconsistent shall not apply. **ADDITIONAL OR DIFFERING TERMS OR CONDITIONS PROPOSED BY BUYER OR INCLUDED IN BUYER'S ACKNOWLEDGMENT HEREOF ARE HEREBY OBJECTED TO BY SBS AND HAVE NO EFFECT UNLESS ACCEPTED IN WRITING BY SBS.** No waiver, modification or amendment of this Contract shall be binding upon SBS unless made in writing and signed by a duly authorized representative of SBS.
- 17.4. All proposals of SBS are subject to change at any time prior to acceptance of an order and expire at the end of the validity period stipulated in such proposal. The unenforceability of any provision of this Contract shall not affect any other provisions of this Contract, which shall remain in full force and effect. Time is of the essence to this Contract.
- 17.5. SBS is an independent contractor in all its operations and activities under this Contract.
- 17.6. Any inconsistencies in this Contract shall be resolved in accordance with the following descending order or precedence: (i) the terms and conditions of any controlling master agreement between Buyer and SBS, if applicable, (ii) the terms and conditions of any Specific Terms and Conditions, (iii) face of the Purchase Order, as applicable (excluding any general terms and conditions that differ from these General Terms and Conditions of Sale), and (iv) these General Terms and Conditions of Sale.
- 17.7. In the event that Buyer elects to sell SBS products or services to the U.S. Government or to a prime contractor selling to the U.S. Government, Buyer does so solely at its own option and risk, and agrees not to obligate SBS as a subcontractor other than under the provisions of FAR 52.244-6, Subcontracts for Commercial Items and Commercial Components. Buyer remains solely and exclusively responsible for compliance with all other statutes and regulations governing sales to the U.S. Government. SBS makes no representations, certifications or warranties whatsoever with respect to the ability of its goods, services or prices to satisfy any such statutes and regulations other than contained herein. With respect to Equal Employment Opportunity/ Affirmative Action requirements, SBS represents that it complies with the following FAR clauses:

FAR CLAUSE	TITLE
52.222-21	Certification of Non-segregated Facilities
52.222-22	Previous Contracts and Compliance Reports
52.222-25	Affirmative Action Compliance
52.222-26	Equal Opportunity
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans
52.222-36.1	Affirmative Action for Handicapped Workers

### 17.8. DEFINITIONS

- (i) The term "Licensed Software" shall mean and include all software and programming, including all source code, user documentation, updates and modifications thereof, whether in printed or machine-readable form or resident on SBS-supplied equipment, and whether or not separately priced, which is furnished by the SBS with or for use with the Products delivered hereunder, including any changes or updates of such software and programming which may subsequently be furnished by SBS.
- (ii) The term "Product" or "Products" means the items sold by SBS and purchased by Buyer pursuant to this Contract.