

## QUOTATION



06/15/2006

Quote ID: 775112  
Quote Version: 1

Attn: David Abbott  
JEFFERSON LABS

Ref: MVME6100 Quote 6-15-06

Avnet Applied Computing Solutions thanks you for the opportunity to serve you. We're a global division of supply chain leader Avnet, Inc., dedicated to helping customers like you get your new products to market quicker and for less cost than your competition. By taking advantage of our integration services, engineering support and logistics expertise, you'll be able to focus on creating innovative products and leave the rest to us. If you'd like to know more about how we can help you be First to Market, please visit [www.acs.avnet.com](http://www.acs.avnet.com) or contact your sales representative.

In the meantime, we are pleased to provide you with this quote and encourage you to use the information and pricing for budgeting purposes. All subsequent orders are subject to Avnet terms and conditions that are attached. If there is anything else we can do to earn your business, please let us know. To place an order, please call...

This quote has been prepared by:

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# QUOTATION

## QUOTE INFORMATION

<b>Quote ID:</b>	775112	<b>JEFFERSON LABS</b>
<b>Quote Version:</b>	1	<b>12000 JEFFERSON AVENUE</b>
<b>Quote Date:</b>	06/15/2006	<b>NEWPORT NEWS, VA 23606</b>
<b>Expiration Date:</b>	07/17/2006	<b>Phone: 757-269-7190</b>
<b>Project Name:</b>	MVME6100 Quote 6-15-06	<b>Attn: David Abbott</b>
<b>Inside Sales Rep</b>		<b>Sales Engineer</b>
<b>Name:</b>	Julie VanSciver	Joe Barker
<b>Phone:</b>	856-802-3375	(410) 720-3658
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## MVME6100

Part# & (Cust. Part#)	Description & Comment	QTY	Unit Price	Ext Price
MVME6100-0163	MPC7457 @ 1.3GHZ, 512MB DDR, 128MB FLASH, IEEE <b>Comment:</b> Standard lead time is 16 weeks.	5	\$3,590.00	\$17,950.00

**System Total: \$17,950.00**

**Quote Sub Total: \$17,950.00**

**Quote Total (X 1): \$17,950.00**

**Due to market fluctuations, Avnet ACS has the right to re-quote pricing based on market conditions.**

All customer and 3rd party purchased products are quoted as non-cancelable and non-refundable (all manufacturers' warranty fully applied).

All purchase orders received as a result of this quote may result in a carrying charge if the customer pushes out the required date within 30 days of the original required date.

# QUOTATION



## Terms and Conditions

THESE TERMS AND CONDITIONS GOVERN THE SALE OF PRODUCTS AND SERVICES ("PRODUCTS") BY AVNET INC. AND ITS DIVISIONS AND SUBSIDIARIES ("SELLER") AND APPLY NOTWITHSTANDING ANY CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN ANY PURCHASE ORDER OR OTHER DOCUMENT OR COMMUNICATION ("PURCHASE ORDER") FROM BUYER. THESE TERMS AND CONDITIONS MAY ONLY BE WAIVED OR MODIFIED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

**1. ORDERS.** Orders shall be initiated by Buyer issuing a Purchase Order or otherwise placing an order by electronic means acceptable to Seller. Orders shall identify the Products, unit quantities, part numbers, descriptions, applicable prices and requested delivery dates. All orders are subject to acceptance by Seller. No orders for standard Products ("Standard Products") may be cancelled or rescheduled without Seller's consent, which consent may be given by Seller in its sole discretion. Seller reserves the right to allocate sales of Products among its customers in its sole discretion. **Notwithstanding any provision of these Terms and Conditions to the contrary, orders for special, custom, value-added and other non-standard Products, including Products to be assembled in kit form, Products of manufacturers which do not appear on Seller's line card, work-in-process and Products otherwise identified by Seller as "NCNR" or "Non-Cancelable and Non-Returnable" ("Non-Standard Products") shall be non-cancelable and non-returnable.**

**2. PRICES.** Prices shall be as specified by Seller and shall be applicable for the period specified in Seller's quote. If no period is specified, prices shall be applicable for thirty (30) days. Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, consular fees, document fees and import duties. Taxes payable by Buyer shall be billed as separate items on Seller's invoices and shall not be included in Seller's prices. If any tax or portion thereof, which is included in or added to the price paid to Seller, is subsequently refunded to Seller, Seller shall promptly pay to Buyer the amount of such refund. If Seller shall be liable for or shall pay any of the foregoing, same shall be paid by Buyer to Seller in addition to the price of the Products.

**3. TERMS OF PAYMENT.** Payment shall be net Thirty (30) days from date of invoice or as otherwise specified by Seller. Buyer agrees to pay the entire net amount of each invoice from Seller pursuant to the terms of each such invoice for amounts not billed in error. Orders are subject to credit approval by Seller, which may in its sole discretion at any time change the terms of Buyer's credit, require payment in cash, bank wire transfer or by official bank check and/or require payment of any or all amounts due or to become due for Buyer's order before shipment of any or all of the Products. If Seller believes in good faith that Buyer's ability to make payments may be impaired or if Buyer shall fail to pay any invoice when due, Seller may suspend delivery of any order or any remaining balance thereof until such payment is made or cancel any order or any remaining balance thereof, and Buyer shall remain liable to pay for any Products already shipped and all Non-Standard Products ordered by Buyer. Buyer agrees to submit such financial information from time to time as may be reasonably requested by Seller for the establishment and/or continuation of credit terms. Any check received from Buyer may be applied by Seller against any obligation owing from Buyer to Seller, regardless of any statement appearing on or referring to such check, without discharging Buyer's liability for any additional amounts owing from Buyer to Seller, and the acceptance by Seller of such check shall not constitute a waiver of Seller's right to pursue the collection of any remaining balance. Buyer shall pay interest on any invoice not in error not paid when due from the due date to the date of payment at the rate of one and one-half (1 1/2%) percent per month or such lower rate as may be the maximum allowable by law. If Buyer fails to make payment when due, Seller may pursue any legal or equitable remedies, in which event Seller shall be entitled to reimbursement for costs of collection and reasonable attorneys fees.

**4. DELIVERY AND TITLE.** All shipments by Seller are F.O.B. point of origin and all transportation charges shall be paid by Buyer in addition to the price of the Products. Subject to Seller's right of stoppage in transit, delivery of the Products to the carrier shall constitute delivery to Buyer and title and risk of loss shall thereupon pass to Buyer. Selection of the carrier and delivery route shall be made by Seller unless specified by Buyer. Seller shall use reasonable efforts to initiate shipment and schedule delivery as close as possible to Buyer's requested delivery dates. Buyer acknowledges that delivery dates provided by Seller are estimates only and that Seller is not liable for failure to deliver on such dates. Seller reserves the right to make deliveries in installments. Delivery of a quantity which varies from the quantity specified shall not relieve Buyer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of one installment shall not entitle Buyer to cancel other installments.

**5. ACCEPTANCE OF PRODUCTS AND PRODUCT RETURNS.** Inspection and acceptance of the Products shall be Buyer's responsibility. Buyer is deemed to have accepted the Products unless written notice of rejection is received by Seller within ten (10) days after delivery of the Products. Buyer waives any right to revoke acceptance thereafter. Buyer shall report any discrepancy in shipment quantity or damage within ten (10) days after delivery. No return of Products shall be accepted by Seller without a Return Material Authorization ("RMA") Number, which may be issued by Seller in its sole discretion. Returned Products must be in original manufacturer's shipping cartons complete with all packing materials. All Products for return shall be returned freight prepaid in the manner specified in the RMA. If returned Products are claimed to be defective, a complete description of the nature of the defect must be included with the returned Products. Products not eligible for return shall be returned to Buyer, freight collect.

**6. FORCE MAJEURE.** Seller shall not be liable for failure to fulfill its obligations herein or for delays in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through its regular sources. Seller's time for performance of any such obligation shall be extended for the time period of such delay or Seller may, at its option, cancel any order or remaining part thereof without liability by giving notice of such cancellation to Buyer.

**7. SELLER'S LIMITED WARRANTY.** Seller warrants to Buyer that for one year after delivery of Products purchased hereunder its Integration Services on such Products ("Integrated Unit") will conform to Buyer's specifications. Seller's liability is limited to correcting non-conforming Integration Services and repairing or replacing Products that failed by defective Integration Services. Seller shall also provide for one-year labor ("Repair Service") to isolate and replace failed Products Seller sold to Buyer within the Integrated Unit. Seller makes no warranty on Products. Warranty service does not cover failures caused by events external to the Integrated Unit, including, but not limited to electrical surges, lightning, improper temperature and/or humidity, acts of God, improper handling, physical damage, improper use, or modifications by other than authorized Buyer personnel. Additional Service(s) are subject to Seller's charges in effect. Buyer shall obtain an RMA number and return the Integrated Unit to Seller's designated location transportation charges prepaid. Seller shall return the Integrated Unit to Buyer. In addition to a warranty and/or indemnification provided to Buyer directly from the manufacturer, Seller hereby transfers transferable warranties and/or indemnities it receives from the manufacturer of the Products. The warranty provisions of the manufacturer govern all such transferable warranties. Seller makes no independent warranty with respect to Services. Seller makes no other warranties, express or implied. **SELLER MAKES NOWARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR SERVICES SOLD HEREUNDER, OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR RESPECTING PROPRIETARY RIGHT INFRINGEMENT.**

**8. LIMITATION OF LIABILITIES.** SELLER SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE PRODUCT GIVING RISE TO SUCH CLAIM IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. SELLER/BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY CLAIMS BASED ON SELLER'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN SELLER, OR USE IN COMBINATION WITH OTHER PRODUCTS.

**9. PRODUCTS OF SERVICES IN CRITICAL/NON-CONFORMING USE.** Products or Services sold by Seller are not designed, intended or authorized for use: 1) in critical applications in which the failure of such Products or Services could reasonably be expected to result in personal injury, loss of life or catastrophic property damage; or 2) where Buyer uses, or sells Products for use not in conformance with the manufacturer's published specifications for such Products. If Buyer uses or sells Products for use in any of the above applications, Buyer assumes all risk and agrees that neither Seller nor the manufacturer of the Products are liable, in whole or in part, for any claim or damage arising from such applications and shall indemnify, defend and hold Seller and the manufacturer harmless from and against any and all claims, losses, liabilities, damages and expenses (including reasonable attorney fees) for personal injury, death or damage to property asserted by third parties.

**10. EXPORT CONTROL.** The sale, resale or other disposition of Products and any related technology or documentation are subject to the export control laws, regulations and orders of the United States and may be subject to the export and/or import control laws and regulations of other countries. Buyer agrees to comply with all such laws, regulations and orders and acknowledges that it shall not directly or indirectly export any products to any country to which such export or transmission is restricted or prohibited. Buyer acknowledges its responsibility to obtain any license to export, re-export or import as may be required.

**11. FEDERAL CONTRACTS.** For products acquired pursuant to Federal Acquisition Regulations, the following shall be construed to be incorporated herein: (1) Equal Opportunity (E.O. 11246); (2) Affirmative Action or Special Disabled and Viet Nam era Veterans (38 U.S.C. 2012(a)); and (3) Affirmative Action for Handicapped Workers (29 U.S.C. 793). No other Federal Acquisition Regulations shall be construed to apply to Seller without Seller's written agreement thereto.

**12. AVNET'S RELIANCE UPON BUYERS INFORMATION.** Avnet documents the steps necessary to build a Customer's Product(s) based upon the information provided to Avnet by its Customer. Customer shall indemnify, defend and hold Avnet harmless from any claims based upon Avnet's compliance with Customer's designs, specifications, instructions or modification/combination of products by parties other than Avnet.

**13. INTELLECTUAL PROPERTY.** If an order includes software or intellectual property, such software or other intellectual property is provided by Seller to Buyer subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

**14. GENERAL.** No rights, duties, agreements or obligations may be assigned by a party without the prior written consent of the other. Any attempted or purported assignment shall be void. Seller's obligations hereunder may be performed by its divisions, subsidiaries or affiliates. The obligations, rights, terms and conditions hereof shall be binding on the parties hereto and their respective successors and assigns. The waiver of any provision hereof or of any breach or default hereunder shall not be deemed a waiver of any other provision hereof. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Arizona excluding any law or principle which would apply the law of any other jurisdiction. The United Nations Convention for the International Sale of Goods shall not apply.

## Product Returns Policy

Request an RMA by phoning the Avnet ACS Return Center at 1-800-292-9255, Option 3. RMAs will be issued within three business days after receipt of all necessary information. Necessary information is invoice number, part number, serial number (if applicable) and description of problem, defect or reason for return.

- Mark the RMA number clearly on a label on the shipping container to Applied Computing Solutions.
- Do not deface the original product packaging.
- Unauthorized RMAs will be returned to the sender.

### Integrated Product

There are multiple venues for repair and return of product that has had value add work performed by the ACS Integration or Engineering Labs. If you have a customized repair and return program for your business, such as Hot Swap, OEM Spares or Refurbishment Program, the parameters for your returns and repairs may be different from what is outlined below. In all cases, contact the Avnet ACS Return Center at 1-800-292-9255, Option 3 for assistance with your return issue. Should you desire information on the programs listed above, please contact your sales representative. If you receive a damaged shipment, please initiate the Freight Damaged Return process immediately, in lieu of any other program guideline.

RMA requests must be received within one year from the invoice date to the customer. Integrated or value add products may be returned for repair or replacement. Defective material will be repaired or replaced in accordance with supplier warranty return policies. ACS reserves the right to substitute functionally equivalent (like) or better parts, or used components. We will pass through all applicable supplier warranties on failed components within the system. If a failed component is no longer covered by supplier warranty, the customer will be contacted to pursue alternate arrangements. *Our goal for return of repaired product is 45 days from date of receipt.*

### Non-Integrated Product

ACS will process RMA 30 days from date of invoice date unless mfg requires process must go through Avnet. Non-Integrated Products are parts that are shipped directly from warehouse with no value add services.

- RMA numbers expire in 14 days. The RMA expiration date will be clearly marked on the packing slip issued to the customer. In order to issue credit, please ensure that the product is received in our warehouse prior to expiration.

- Customer convenience returns may be charged a restocking fee equal to 15% of the order value, with a minimum of \$100.00.

In the event you receive DOA product, please contact the Avnet ACS Return Center at 1-800-292-9255. We will advise whether an RMA can be issued for return to Avnet or whether the supplier requires that the customer contact them directly. If DOA product is subsequently returned to ACS as "no defect found," the credit will be re-billed. We will work with the customer to determine if the product will be re-shipped or scrapped.

**Displays/Flat Panel Products:** ACS suppliers offer no DOA or credit return privileges. RMAs can only be issued in order to facilitate the repair and return of your flat panel product. ACS will credit the customer under the original PO and re-invoice the customer under the new PO when repaired displays are returned. The new PO number will be required at the time of RMA request. Per supplier guidelines, cracked or scratched panels cannot be repaired.

### Freight Damaged Returns:

If product arrives at your site damaged, please contact the Avnet ACS Return Center at 1-800-292-9255, Option 3 immediately.

- At time of delivery, note damage to product or cartons on the carrier's delivery receipt.
- If damage to the packaging container is noted, open and inspect for product damage as quickly as possible.
- If product damage is noted (as opposed to container damage), retain all packaging. The packaging is important for the carrier's representative that will make the on site inspection. The claim may be denied by the carrier if the packaging has been destroyed.
- The product should remain in the receiving area once actual damage is detected. Damaged product being moved to another part of the customer's warehouse is also cause for a claim to be denied. When movement of product occurs, the carrier's insurance cannot establish clear liability.