

Quotation

CA USD Rev.1.1

TO MBARI

ATTN. Mr. Duane Thompson



MATSUSADA
Precision Inc.

<http://www.matsusada.com>

CA Office

Tel: 408-273-4573 Fax: 408-273-4673

Email: jvarney.256@matsusada.com

TOTAL PAGES(INCL. COVER) 3

Date 11/7/2012

From Jason Varney

Quotation No. 20121107

Matsusada Precision, Inc. is pleased to quote you on the followings:

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<u>Model</u>	<u>Q'ty</u>	<u>Unit Price</u>	<u>Total Price</u>
1. REK45-55	1	USD 3,230	USD \$3,230.00
CO-E32 (digital controller)	1	USD 720	USD \$720.00
Lgob (adapter for digital controller)	1	USD 295	USD \$295.00

Payment terms: Advanced payment by T/T remittance (Bank remittance charge shall be borne by customer, and if the total amount, including such charge, is not paid in full, the shipment cannot be made)

Delivery Terms: FOB Los Angeles (unless otherwise specified, the shipment shall not be insured.)

Estimated Shipping date: 4 weeks after confirmation of your payment at our bank in Japan

Minimum Order Amount: USD500 per order

Handling charge:

Our Warranty Policy: For our warranty policy, please see the following:
<http://www.matsusada.com/contact/order/index.html#warranty>

This Quotation shall be valid for 30 days 11/7/2012

The quoted amount shall be subjected to change with the currency fluctuation, and need the final

*** ALL SHIPMENTS ARE NON-CANCELABLE AND NON-RETURNABLE.**

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Warranty Terms

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This document (Including the first page) constitutes the entire agreement between the customer and us and supersedes all previous provisions, negotiations, agreements and commitments in respect hereto (including the provisions of the purchase order or other forms of the customer), and shall not be modified in any manner except by an instrument signed by our duly authorized representative.

We will exert all possible efforts to deliver the products set forth in the first page of this document (hereinafter, the "Products") within the stipulated time, but shall in no event be liable for any delay in shipment.

We will not be responsible for any claim of infringement of any intellectual property right brought by a third party in connection with the sale of the Products.

We warrant that Products are free from defects in material and workmanship under normal use for a period of one (1) year from the date of shipment thereof. However, the warranty period for X-ray detectors and X-ray source shall be either one (1) year from date of shipment or 1,000 hours, whichever shorter. The above warranty shall not apply to any Product which, at our sole judgement, has been: i) repaired or altered by persons unauthorized by us; ii) connected, installed, adjusted or used otherwise than in accordance with the instructions furnished by us (including being used in an inappropriate installation environment, such as in corrosive gas, high temperature and humidity). We warrant the specification, unless otherwise specified, at max. rated output after warm up, and scope of application is between 10% and 100% of max. rated output.

We assume no liability to the purchaser or any third party for special, incidental, consequential, or other damages resulting from a breach of the foregoing warranty. This warranty excludes any and all other warranties not set forth herein, express or implied, including but not limited to, the implied warranties of merchantability or fitness for a particular purpose. We are not liable for any loss, damage or failure of the Products after the shipment thereof caused by external factors such as disasters.

We will not inspect, adjust or repair any of the Products in the field or site of the customer. If the customer suspects that there has been any failure of the products, the customer shall inspect its whole unit by itself in an effort to determine that such failure is, in fact, arising out of the products. If it is found as a result of the inspection by the customer that such failure is arising out of products, the customer shall contact our local sales office for additional troubleshooting. A "Return Merchandise Authorization" is required in case the products must be sent back to the factory in Japan for inspection and repair. We will, at our sole discretion, repair or replace such defective products at no cost to the purchaser.

The products are designed for use by the person who has enough expertise or under the control of such person, and not for general consumers. The products are not designed and produced for such applications requiring extremely high reliability and safety, or involving human lives (such as nuclear power, aerospace, social infrastructure facility, medical equipment, etc.) The use under such environment is not covered by this warranty and may require additional design and manufacturing processes.

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Due to compelling reason such as unavailable of components used, products might be unavailable or unable to repair. Schematics of the products shall not be submitted to users. the test result or test data for the products shall be available upon request with charge

No modification or supplement of this warranty shall be binding unless the same is made in writing and signed by our duly authorized officer. We reserve the right to make any change in the contents of catalogs or specifications at any time without advanced notice.

This document shall be governed as to all matters, including validity, construction and performance, by and under the laws of Japan. All disputes, controversies or differences which may arise between the parties hereto out of, in relation to or in connection with this document, shall be finally settled by arbitration in Osaka, Japan in accordance with the commercial arbitration rules of the Japan Commercial arbitration Association. The award rendered by the arbitrator or arbitrators shall be final and binding upon both parties.

Sincerely yours,
Jason Varney
Sales Department
Matsusada Precision Inc.

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