

Buyer: AGC  
 Requisition: 92730390

Cost Savings: Col \$ 597

*Federal #2 412191-1230-00D*

**PHONE BID TABULATION SHEET**

PHONE:	PHONE:	PHONE:																		
FAX:	FAX:	FAX:																		
VENDOR: TMC Technical Manuf. Corp.	VENDOR: Thorlabs	VENDOR: Newport 1791 Deere Ave. Irvine, CA 92606																		
TERMS:	TERMS:	TERMS:																		
FOB:	FOB:	FOB:																		
DELIVERY:	DELIVERY:	DELIVERY:																		
QUOTED BY:	QUOTED BY:	QUOTED BY:																		
HUB <i>NON</i>	HUB <i>NON</i>	HUB <i>NON</i>																		
1. 1 @ 16,484.00	1, 2 + 3	1, 2 + 3																		
2. 1 @ 2,158.00	\$ 20,656.35	\$ 20,000																		
3. 1 @ 1895.00																				
GT = 20,537.00	\$ 20,656.35	GT = \$ 20,000 <i>400's</i>																		
Quote: 13269-V3	Quote TO 0251527 does not meet specifications	Quote 8TE00067256-02 9 wks.																		
3-4 wks.	<table border="1"> <tr> <td colspan="2">TIBH REPORTING INFORMATION</td> </tr> <tr> <td>OFFERED BY TIBH</td> <td>YES <input type="radio"/> NO <input checked="" type="radio"/></td> </tr> <tr> <td colspan="2">TIBH COMMODITY CODE</td> </tr> <tr> <td colspan="2">TIBH EXCEPTION CODES</td> </tr> <tr> <td>QUANTITY</td> <td>1.</td> </tr> <tr> <td>QUALITY</td> <td>2.</td> </tr> <tr> <td>DELIVERY TIME</td> <td>3.</td> </tr> <tr> <td>LIFE CYCLE COST</td> <td>4.</td> </tr> <tr> <td>PRICE</td> <td>5.</td> </tr> </table>		TIBH REPORTING INFORMATION		OFFERED BY TIBH	YES <input type="radio"/> NO <input checked="" type="radio"/>	TIBH COMMODITY CODE		TIBH EXCEPTION CODES		QUANTITY	1.	QUALITY	2.	DELIVERY TIME	3.	LIFE CYCLE COST	4.	PRICE	5.
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7015 Peabody																				

20,597

TEXAS A&M UNIV  
 3123 TAMU  
 COLLEGE STATION, Texas 77843-3123  
 USA

Contact: Alexei Sokolov  
 Tel: 979-845-7733  
 Email: sokol@tamu.edu

**Quotation Number:** QTE00067256-02

Quote Valid From: 9/8/2017  
 Quote Expiration Date: 11/7/2017  
 Customer Number: 1004950

**Please reference the quotation number when placing your order and send your order to:**

**Newport Corporation**  
 1791 Deere Avenue  
 Irvine, CA 92606  
 USA

Tel: (800) 222-6440  
 Fax: (949) 253-1680  
 sales@newport.com

A discount has been applied for your consideration. Thank you for your business.

Item / Description	Qty.	List Price	Discount	Total Price
1. 04SI96933  Custom RS2000 Doubled End to End Table Top System: assembled envelope dimensions 5' x 20.0' x 12.0";  Special Features: consists of (1) 5' x 12.0" doubled interface and (2) 5' x 10.0' x 12.0" table sections assembled end to end to produce 5' x 20.0' x 12.0" doubled table top system; 1.50" grid borders along (2) short ends with doubler plates, which produces 3.00" spacing across doubled interface; (3) sets of (4) Newport supports hole pattern in standard corner locations in bottom facesheets with (2) for standalone table sections and (1) for doubled configuration with each support hole pattern consisting of (3) 1/4-20 holes equally spaced on 8.0" diameter; Tune Mass Damped in doubled configuration on actively leveled pneumatic isolation on Newport factory floor without payload; estimated uncrated doubled weight is 3380 lb;  Standard Features: RS2000 performance and construction; 5' table sections width; 10.0' table sections length; 12.0" thickness; 1/4-20 countersunk corrosion proof sealed grid on 1.00" centers with 1/2" grid borders in top facesheets surface; 430 stainless steel 3/16" thick top facesheets; sealed hole tile layer; plated carbon steel 10.5pcf-1.0"cell-0.010"foil-11.500" deep honeycomb; internal aluminum and carbon steel spring dry Tuned Mass Dampers; Newport epoxy; black laminate covered self damping bonded edge finish; carbon steel 3/16" thick painted black bottom facesheets.  Application and Product Note: 1) Table width is 5' [59.06"], which is Newport's standard five foot wide width, because 430 stainless steel (magnetic / ferromagnetic) 3/16" [7 GA] thick sheet metal wider than 1500 mm [59.06"] is not available.  Lead Time: 9 Weeks	1	\$25,910.00	35.45 %	\$16,724.47
2. RL-2000-423.5  RL-2000 Series Rigid Legs, 23.5 in height, Set of 4, 8000 lb max. load	2	\$1,569.00	35.45 %	\$2,025.53

**Newport Corporation**  
**Corporate Headquarters**  
 1791 Deere Avenue  
 Irvine, CA 92606 USA

Federal I.D. 94-0849175  
 www.newport.com

**Confidential Information**

Item / Description	Qty.	List Price	Discount	Total Price
capacity				
Lead Time: 9 Weeks				
Gross Value				\$29,048.00
Discount				\$10,298.00
Net Value				\$18,750.00
Handling & Shipping				\$1,250.00
Total Amount				\$20,000.00

### Terms and Conditions

Currency: USD

Payment Terms: net 30 days

Delivery Terms: PPA: Prepaid and Add -Domestic Only, FOB ORIGIN

Comments: Note: Shipments via common carrier are to your loading dock only. A forklift may be required to unload shipment at your Receiving, or you may need to request delivery by a truck with lift gate. Unless expressly stated in this quotation, offers for vibration control products including optical tables, isolation legs and workstations DO NOT include rigging and installation to their final use destination. Upon request, Newport can provide experienced references for these services.

**\*\* Please inspect your shipment and note any damage to the packaging prior to signing off the Bill of Lading. At delivery, please take the time to OPEN the crate and physically look at the product's condition inside the crate. Failure to do so can delay and in some cases cause rejection of any claims of damage to your shipment by the carrier\*\***

Payment terms stated above are subject to credit approval.

Unless otherwise stated herein, shipping charges are not included in the price. Any quoted shipping charges are estimates only.

Lead times are estimated based on current material availability and manufacturing allocations and are subject to change. Actual delivery date(s) will be verified following receipt of order and communicated at time of Seller's acceptance of the order.

Availability of product included in this quote is subject to prior sale.

The purchase and sale of the products will be governed by the terms and conditions stated in this quotation and in Seller's Terms and Conditions of Sale attached hereto and incorporated herein by reference. In the event of any conflict or inconsistency between the attached Terms and Conditions of Sale and the terms and conditions stated on the face of this quotation, the terms and conditions stated on the face of this quotation will govern and control.

Prices quoted are U.S. prices for U.S. consumption only. Any products that will be exported are subject to international pricing. If the products will be exported, Purchaser must contact Seller to obtain an updated quote. If the products are purchased at U.S. prices but the end destination is outside of the U.S., all product warranties will be null and void in Seller's sole discretion. By issuing a purchase order in connection with this quotation, Purchaser certifies that if products purchased pursuant to such purchase order are directly or indirectly exported, re-exported or transferred, Purchaser shall comply with all applicable global export control laws and regulations, including but not limited to regulations implemented under the Wassenaar Arrangement or other multilateral export control regimes, the U.S. Export Administration Regulations (EAR), and U.S. International Traffic in Arms Regulations (ITAR). In particular, Purchaser declares that it will not: (1) use the products for any end-use activities restricted under Part 744 of the EAR or any equivalent end use based restrictions (to the extent applicable to the country or end user); or (2) export, re-export or transfer the products to any person, entity, and/or country, in each case without first obtaining written authorization from the applicable government agency (if required).

Please reference the quotation number above when placing your order.

Thank you for your interest in our products. If you have any questions, please do not hesitate to contact us.

Tyler Moore  
Sales Territory Manager  
[tyler.moore@newport.com](mailto:tyler.moore@newport.com)  
346-333-1123

**NEWPORT CORPORATION – TERMS AND CONDITIONS OF SALE**

**CONTROLLING TERMS AND CONDITIONS.** All purchases and sales of products, including all parts, spare parts and components thereof (the "Products") or services (the "Services") between Buyer and Newport Corporation, and/or its direct and indirect subsidiaries (collectively, "Newport"), shall be made pursuant to the accompanying Newport quote and/or order acknowledgment and shall be governed by these Terms and Conditions. These Terms and Conditions and the accompanying Newport quote and/or order acknowledgment shall constitute the entire agreement between the parties pertaining to the subject matter hereof, and shall supersede all prior or contemporaneous oral or written negotiations, agreements, understanding or representations with respect thereto. These Terms and Conditions shall supersede any conflicting provision contained in any purchase order of Buyer. Unless otherwise agreed in writing, nothing contained in any purchase order of Buyer shall in any way modify or add any provision to these Terms and Conditions. These Terms and Conditions may not be amended or any provision hereof waived in any way except by an instrument in writing signed by both parties. IN THE EVENT THAT THE ACCOMPANYING NEWPORT QUOTE IS DEEMED AN OFFER, ACCEPTANCE BY BUYER OF SUCH OFFER IS EXPRESSLY LIMITED TO THE TERMS CONTAINED HEREIN. ISSUANCE BY BUYER OF A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF THESE TERMS AND CONDITIONS. IN THE EVENT THAT THE ACCOMPANYING NEWPORT ORDER ACKNOWLEDGMENT IS DEEMED AN ACCEPTANCE OF BUYER'S PURCHASE ORDER, SUCH ACCEPTANCE BY NEWPORT OF BUYER'S PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO ANY ADDITIONAL AND DIFFERENT TERMS CONTAINED HEREIN. FAILURE BY BUYER TO SPECIFICALLY OBJECT TO THESE TERMS AND CONDITIONS IN WRITING WITHIN TWENTY (20) DAYS OF RECEIPT SHALL CONSTITUTE AN ACCEPTANCE HEREOF.

**PRICE; PAYMENT TERMS AND CHARGES.** The prices for all Products and Services shall be as set forth in the accompanying Newport quote and/or order acknowledgment and such prices shall be exclusive of all taxes and other charges referenced hereinbelow, all of which shall be paid by Buyer. Newport shall submit an invoice to Buyer with each shipment of Products. Each invoice shall be due and payable in U.S. Dollars net thirty (30) days from the date of shipment. Such payment terms are subject to credit approval. Newport reserves the right, at its sole discretion, to limit, cancel or modify Buyer's credit terms as to time or amount from time to time and without prior notice. Newport reserves the right to require alternative payment terms, including but not limited to sight draft, letter of credit or payment in advance. For credit card orders, Buyer's account will be charged upon shipment of the Products. Buyer shall pay all transportation, handling, insurance, taxes (except for taxes based on Newport's income), license fees, import, export and customs fees and duties, tariffs and other charges related to the Products or Services purchased hereunder. If claiming tax exemption, Buyer must provide Newport with valid tax exemption certificates. If Buyer fails to pay any invoice when due, Newport may charge Buyer interest in an amount equal to the lesser of one and one-half percent (1½%), or the maximum permissible rate, per month on any past due balance. Newport may withhold delivery of any Products or Services at any time in which Buyer's account is past due or exceeds its approved credit limit. If Newport employs any legal process to recover any amount due and payable from Buyer hereunder, Buyer shall pay all costs of collection and reasonable attorney's fees.

**TITLE AND RISK OF LOSS; ACCEPTANCE.** All Products will be delivered FOB (for domestic shipments) or EXW (Ex Works) (for international shipments), Newport's designated factory (INCOTERMS 2010). Delivery shall occur, title to the Products (except for title to any Software which shall at all times remain with Newport) shall pass from Newport to Buyer, and Buyer shall assume all risk of loss or damage, upon delivery of the Products to the carrier, unless otherwise agreed by both parties in writing. In no event shall Newport be liable for any delay in delivery (provided that Newport timely delivers the Products to the carrier as provided above), or assume any liability in connection with shipment, nor shall the carrier be deemed an agent of Newport. Buyer shall inspect all Products promptly upon receipt. The furnishing by Newport of a Product to Buyer shall constitute acceptance of that Product unless Newport receives a written notice of defect or nonconformity within five (5) business days after receipt by Buyer, provided, that such acceptance shall not relieve Newport of its warranty obligations hereunder.

**CHANGES.** Newport reserves the right to (a) make changes in Products without notice, and without any obligation to incorporate those changes in any Products previously delivered to Buyer and (b) ship to Buyer the most current Product regardless of catalog description, if applicable. Buyer may make changes to any order for standard Products which does not exceed \$5,000 (it being agreed that any series of similar orders for standard Products shall be aggregated and deemed one order for the purpose of determining such amount) by providing written notice to Newport at least thirty (30) days prior to the scheduled shipment date. Any changes to any order for custom or option configured Products, or any order or series of similar orders for standard Products which exceeds \$5,000, including but not limited to any changes to the specifications for the Products, must be approved in advance in writing by Newport. Newport must receive Buyer's change request at least thirty (30) days prior to the scheduled shipment date. In the event of changes to any order or the specifications for the Products, Newport reserves the right to adjust the prices and delivery dates for the Products, and to invoice Buyer for any unearned discounts based upon the actual quantities of Products delivered. In addition, Buyer shall be responsible for all costs associated with such change including, but not limited to, the burdened costs of all raw materials, work in progress and finished goods inventory on-hand or ordered which are impacted by such change.

**CANCELLATION.** Any order for standard Products which does not exceed \$5,000 (it being agreed that any series of similar orders for standard Products shall be aggregated and deemed one order for the purpose of determining such amount) may be cancelled by Buyer by providing written notice to Newport at least thirty (30) days prior to the scheduled shipment date. Any order for custom or option configured Products, or any order or series of similar orders for standard Products which exceeds \$5,000, may be cancelled only upon Newport's prior written approval, which approval may be granted or withheld in Newport's sole discretion. Any order cancellation will be subject to the following cancellation charges with respect to all cancelled units of Products: (a) the contract price of all Products completed prior to such cancellation; (b) the burdened cost of all raw materials (including long lead time items) in Newport's possession or on order; (c) the burdened cost of all raw materials incorporated into and all labor applied to work in progress, plus profit thereon in accordance with Newport's published margins; and (d) other reasonable cancellation charges including, but not limited to, non-recurring engineering expenses, cancellation costs payable by Newport to its suppliers, and any other costs incurred by Newport relating to such cancellation. Newport will use commercially reasonable efforts to reduce such cancellation costs by reallocating materials to other projects and/or returning surplus material to, or canceling orders with, its suppliers. In no event shall the Buyer be liable for more than the contract price of the cancelled Products.

**RETURNS.** Custom or option configured Products, film, optics, or any order or series of similar orders for standard Products which exceeds \$5,000 in the aggregate, are non-returnable. Any order for standard Products which does not exceed \$5,000 (it being agreed that any series of similar orders for standard Products shall be aggregated and deemed one order for the purpose of determining such amount) may be returned to Newport for credit within thirty (30) days of the initial invoice date (60 days outside of the U.S.) and are subject to a 25% restocking charge. Prior to returning a Product, Buyer must contact Newport's Return Department for shipping instructions and a return material authorization number ("RMA#"). Buyer must ship the Product back in its original condition and in the original or equivalent packaging, with the RMA# clearly marked on the outside of the box, freight prepaid. Newport shall not be responsible for any damage occurring in transit or obligated to accept Products returned without a RMA#. Buyer bears all risk of loss or damage to the returned Products until delivery at Newport's designated facility. Any return shipment received by Newport without an RMA# and/or whose contents are not received in their original condition, may be reshipped by Newport freight collect to Buyer.

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proprietary legends of the disclosing party at the time of disclosure. If Confidential Information is orally or visually disclosed, it shall be reduced to writing and clearly marked with proprietary legends by disclosing party within 30 days of disclosure. All of the protections and restrictions in these Terms and Conditions as to the use and disclosure of Confidential Information shall apply during such 30-day period. Notwithstanding the foregoing, any information or material which by its nature and under the circumstances surrounding its disclosure is generally considered proprietary and confidential shall be deemed Confidential Information regardless of whether it is properly marked with legends or properly reduced to writing. Each party agrees that it (a) will hold the Confidential Information in strict confidence and use its reasonable efforts to prevent the unauthorized disclosure of the Confidential Information; (b) will not disclose the Confidential Information in any manner whatsoever, except as required by applicable law; (c) will use the Confidential Information only for the purpose of performing its obligations hereunder or in conjunction with the operation of the Products or Software and for no other purpose; and (d) will provide access to the Confidential Information to only those of its employees or representatives who need to know the Confidential Information for the purpose of performing their duties in connection with the Products or Services. These obligations shall not apply to information that: (i) was independently developed by or for the receiving party without use of the disclosing party's Confidential Information, in whole or in part, as demonstrated by written evidence; (ii) is or becomes generally available to the public without breach of confidentiality obligations by the receiving party; (iii) was in the receiving party's possession or was known by the receiving party without restriction at the time of disclosure by disclosing party, as demonstrated by written evidence; or (iv) is lawfully received by the receiving party on a nonconfidential basis from a third party without breach by such third party of any legal, contractual, or fiduciary obligation to the disclosing party.

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Gratings, optical filters and replicated mirrors (whether sold as separate Products or constituting components of other Products) are warranted for a period of ninety (90) days from the date of shipment. CO<sub>2</sub> optics are warranted for thirty (30) days from the date of first use by Buyer (but not to exceed twelve (12) months from the date of shipment), unless first use cannot be proven by Buyer by tangible evidence, in which case such optics are warranted for thirty (30) days from Buyer's receipt of the Products. All other Products are warranted for a period of twelve (12) months from the date of shipment. Newport shall repair or replace, at Newport's sole option, any defective or nonconforming Product or part thereof which is returned at Buyer's expense to Newport's facility, provided, that Buyer notifies Newport in writing promptly after discovery of the defect or nonconformity and within the Warranty Period. Products may only be returned by Buyer when accompanied by a return material authorization number ("RMA#") issued by Newport's Return Department, with freight prepaid by Buyer. Newport shall not be responsible for any damage occurring in transit or obligated to accept Products returned for warranty repair without a RMA#. Buyer bears all risk of loss or damage to the Products until delivery at Newport's designated facility. Newport shall pay for shipment back to Buyer for Products repaired under warranty. Repairs made or Products or components replaced under warranty are warranted for the remaining unexpired duration of the original Warranty Period for such Products or components. For Products returned for repair that are not covered under warranty, Newport's standard repair charges shall be applicable in addition to all shipping expenses. Unless otherwise stated in Newport's repair quote, any such out-of-warranty repairs are warranted for ninety (90) days from date of shipment of the repaired Product. The foregoing warranty does not apply to Products which are (a) repaired, modified or altered by any party other than Newport; (b) used in conjunction with equipment not provided or authorized by Newport; (c) subjected to unusual physical, thermal, electrical or optical stress, improper installation, misuse, abuse, tampering, accident, contamination, or negligence in use, storage, transportation or handling (including any failure to maintain appropriate environmental conditions as specified by Newport for a particular Product); or (d) considered a consumable item or an item requiring repair or replacement due to normal wear and tear. The foregoing warranty will also not apply if the "Warranty Void If Broken" seal located on any Product has been removed, broken or otherwise tampered with. The foregoing warranty does not apply to any Customer Furnished Material (as defined below) incorporated into the Products. The foregoing warranty does not apply to any Products that are marketed and sold by Newport as a distributor for a third party manufacturer and under such third party manufacturer's name, except to the extent of any warranty that is expressly provided to Newport by such third party manufacturer and is assignable by Newport to its customers. On-site warranty repair is not covered under the foregoing warranty, unless otherwise stated in Newport's quotation. The foregoing warranty applies only so long as the Products remain in use in the country of purchase. To the extent the Products are removed from the country of purchase, the foregoing warranty may be voided at Newport's discretion. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. 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**CUSTOMER FURNISHED MATERIAL.** In the event that Buyer, with Newport's prior approval, provides products, raw materials, fixtures or tools (collectively, the "Customer Furnished Material" or "CFM") to Newport for incorporation into, or use in the manufacture of, the Products, or in conjunction with the Services, Buyer shall retain title to, and shall continue to bear all risk of loss or damage to, such CFM. CFM IS PROVIDED BY BUYER AT BUYER'S RISK. IN NO EVENT SHALL NEWPORT BE LIABLE FOR ANY LOSS OR DAMAGE TO SUCH CFM RESULTING FROM ANY CAUSE WHILE IN NEWPORT'S POSSESSION. BUYER SHALL BE SOLELY RESPONSIBLE FOR INSURING THE CFM AGAINST ANY SUCH LOSS OR DAMAGE. CFM certification and quality are the responsibility of Buyer. All CFM is subject to inspection by Newport upon receipt, and Newport reserves the right to refuse the CFM and/or requote the order based upon such inspection. CFM is not guaranteed to yield Buyer's total order quantity. If material shortages occur due to yield, Buyer shall, at its option, either supply additional CFM to complete the order or close the order short. Any CFM not used by Newport will be returned to Buyer, at Buyer's risk and expense.

**LIMITATION OF LIABILITY.** NEWPORT SHALL NOT BE LIABLE FOR ANY COMMERCIAL LOSSES, LOSS OF REVENUES OR PROFITS, LOSS OF GOOD WILL, INCONVENIENCE, OR EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, OR CLAIMS OF THIRD PARTIES, REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR TORT, WHETHER FROM BREACH OF THIS AGREEMENT, OR DEFECTIVE PRODUCTS, OR LOSS OF DATA OR FROM ANY OTHER USE, EVEN IF NEWPORT HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGE. NEWPORT'S LIABILITY FOR LOSS OR DAMAGES SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PARTICULAR PRODUCT.

**EXPORT.** Newport's sale and delivery of the Products and/or Software are subject to compliance with all applicable global export laws and regulations, including but not limited to the Wassenaar Arrangement and any regulations implemented thereunder, the U.S. Export Administration Regulations (EAR), and the U.S. International Traffic in Arms Regulations (ITAR) (collectively, "Export Regulations"), including any requirement for Newport to apply for an export license, which may result in a delay in delivery and/or additional costs or, if denied by the applicable government authority, may prevent the sale and delivery of the Products. The quoted lead time for delivery of the Products may be impacted by the length of time required to obtain an export license, if applicable. Newport will not have any liability to Buyer for any failure or delay in delivery resulting from Newport's compliance with licensing or other requirements under the applicable Export Regulations. Buyer acknowledges and agrees that if the Products, Software and/or associated technical data delivered by Newport hereunder are to be exported, re-exported or transferred, Buyer shall comply with all applicable Export Regulations. Without limiting the foregoing, Buyer acknowledges and agrees that, unless there is prior written authorization from the applicable government agency, Buyer will not: (1) use such Products for any of the end use activities restricted under Part 744 of the EAR or any equivalent end-use based restrictions (if such restrictions are applicable to the country of destination and/or end user); or (2) directly or indirectly sell, distribute, export, re-export or transfer any Products to any person, entity and/or country, in each case without first obtaining written authorization from the applicable government agency, if required. In cases of a routed export transaction, Buyer, acting as the Foreign Principal Party in Interest ("FPP"), shall assume all export responsibilities, including but not limited to determining license requirements, obtaining licenses, and providing power of attorney to and overseeing any forwarder or agent acting on its behalf. Buyer shall ensure that its forwarder or agent complies with all applicable Export Regulations. Buyer agrees to defend, indemnify, and hold harmless Newport from and against any claim, loss, liability, expense, or damage (including liens or legal fees) incurred by Newport with respect to any export or re-export activities of Buyer and/or Buyer's forwarder or agent which are contrary to the provisions in this section.

**REMEDIES.** Newport shall have the right to terminate any order, or to delay the shipment thereof, by reason of (a) Buyer's bankruptcy or insolvency, or the pendency of any proceedings against Buyer under any statute for the relief of debtors; (b) Buyer's breach of these Terms and Conditions; (c) Newport's learning that the ultimate destination of the Products is other than that set forth in the Newport quote; or (d) failure of Buyer to meet any other reasonable requirements established by Newport or to provide timely responses to requests from Newport (including acts or omissions of Buyer which may delay production).

**GENERAL.** Newport's performance of its obligations will be excused or the timeframe for performance will be extended as is reasonably necessary under the circumstances, in the event that Newport is prevented from performing its obligations in whole or in part by riots, fire, flood, earthquake, explosion, epidemics, war, strike or labor disputes, embargo, civil or military authority, act of God, changes in law, regulation or governmental policy, acts or omissions of vendors or suppliers, transportation difficulties or delays, or other causes beyond its reasonable control. In such event, such performance shall take place as soon thereafter as is reasonably practicable. Failure of the Buyer to provide timely response to requests from the Newport may also result in delivery delays which shall be excused hereunder. If any provision of these Terms and Conditions is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall remain, nevertheless, in full force and effect. The parties agree to renegotiate in good faith any term held invalid and to be bound by the mutually agreed substitute provision in order to give the most approximate effect intended by the parties. No waiver of any provision of these Terms and Conditions shall be valid or binding on any party unless agreed to in writing by the party to be charged. The failure of either party to enforce at any time any of the provisions of these Terms and Conditions, or the failure to require at any time performance by the other party of any of the provisions of these Terms and Conditions, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either party to enforce each and every such provision thereafter. These Terms and Conditions shall be construed under and according to the laws of the State of California without regard to its conflict of law provisions. The parties agree that jurisdiction and venue for any actions relating to these Terms and Conditions will be in the state or federal courts located in the County of Orange, State of California. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in County of Orange, State of California, for the adjudication of any dispute hereunder or in connection herewith and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, or that such suit, action or proceeding is improper. In the event of any action, suit or proceeding relating to the subject matter hereof, the prevailing party shall be entitled, in addition to any other rights and remedies it may have, to recover its reasonable attorneys' fees and related costs from the non-prevailing party.



## Technical Manufacturing Corporation

15 Centennial Drive, Peabody, MA 01960  
Tel 978-532-6330 Fax 978-531-8682  
tmc.sales@ametek.com

### Quotation

#### Quote Information

Bill To Name	TEXAS A&M UNIV	Quote Number & Version	13269_V3
Bill To	Dept of Physics MS 4242 College Station, Texas 77843 United States	Created Date	9/5/2017
		Expiration Date	11/30/2017
Contact Name	Xia Hua	Notes	781-775-02R, 13-414-46; 2 ea, Joined
Email	huaxia@tamu.edu		
Phone	(979) 739-2783		

#### Terms of Payment, Delivery & Expected Ship Date

Terms of Payment Net 30

Terms of Delivery FCA Peabody, Add Frt Charge

Expected Ship Date 3-4 wks ARO

Item No Description	Quantity	Sales Price	Subtotal	Discount	Total Price
781-SPECIAL * As 2 each 59"X120"X18", 781-775-02R Optical Tables joined end-to-end to make 1, 59"X240"X18" Optical Table. TMC Provides all Joiner Hardware and assemblies for joining the two tables. * To be Joined On-site by User provided professional rigging services. * TMC Does NOT provide Rigging/joining services. TMC can, at additional cost provide Field Engineering Supervision of User Provided riggers to supervise "on-Site" joining of the Tables. This must be quoted as an option. Cleantop II Optical Top * Performance Series CleanTop, individually sealed holes * CleanTop II non load bearing cups * Flatness + .005" * 3/16" thick ferromagnetic stainless steel top plate, with matte finish * 1/4-20 countersunk and tapped holes @ 1" o.c. array * Plated steel honeycomb core .49"2 cell size, 13.3 lb/ft3 density * Nominal structural damping, laboratory grade	1.00	USD 25,360.00	USD 25,360.00	35.00%	USD 16,484.00

- This quotation and any order resulting from it are subject to TMC General Terms and Conditions available at [www.techmfg.com/terms\\_conditions.htm](http://www.techmfg.com/terms_conditions.htm) or from TMC upon request. There shall be no binding contract until an order is confirmed by TMC.
- Subject to Credit Approval
- TMC reserves the right to partial ship
- Unless otherwise arranged, Customer is responsible for unloading, uncrating & setup

Quote Number 13269\_V3





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 tmc.sales@ametek.com

### Quotation

\* TMC recommends the use of professional riggers (not provided by TMC) for Table setup and assembly. TMC ONLY provides Set up instructions.

\* TMC Quotes "normal dock delivery ONLY"

13-414-46

SYSTEM 1/4000# CAP. 52X72X18H

- \* System 1 Post Mount Support
- \* Non-Isolating Stand
- \* Gross capacity 4,000 lbs
- \* Highly damped, high stiffness leg frame
- \* Upgradeable in the field to Vibration Isolation
- \* Vertical adjustment range, +3", -0"

#### FREIGHT

##### Freight and Handling

- \* Estimated charges for normal dock delivery
- \* Additional Services (if available) for additional charge
- \* TMC recommends contracting locally for rigging and installation, if required
- \* Customer responsible for inspection when upon receipt.

2.00	USD	1,660.00	USD	3,320.00	35.00%	USD	2,158.00
1.00	USD	1,895.00	USD	1,895.00		USD	1,895.00

Grand Total

USD 20,537.00

Thank you for this opportunity to Quote

#### FOR MORE INFORMATION PLEASE CONTACT:

John Lee

Promethean Group  
 Phone: 972-612-3643  
 Fax: 972-758-0043

E-mail: LeeJohnR@PrometheanGroup.net

#### TECHNICAL MANUFACTURING CORPORATION

John Lee

Promethean Group, LTD Manufacturer's Rep. for  
 Technical Manufacturing Corp.

- This quotation and any order resulting from it are subject to TMC General Terms and Conditions available at [www.techmfg.com/terms\\_conditions.htm](http://www.techmfg.com/terms_conditions.htm) or from TMC upon request. There shall be no binding contract until an order is confirmed by TMC.
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**Thorlabs, Inc.**

56 Sparta Avenue  
Newton, NJ 07860-2402, US

Telephone 973-300-3000  
Fax 973-300-3600  
Email sales@thorlabs.com

**Bill to:**

**Texas A & M University**  
**Department of Physics**  
**MS 4242**  
**College Station, TX 77843**

**Ship to:**

**Texas A & M University**  
**3123 Texas A & M University**  
**College Station, TX 77843**  
**Attention: XIA HUA**  
**Phone 979-739-3031**  
**Email huaxiaxp@gmail.com**

**Quotation TQ0251527**

Number	TQ0251527-1
Created date	8/23/2017
Date	8/29/2017
Quotation deadline	10/22/2017
Purchase Order	407882
Terms of payment	Net 30
Invoice account	117384
Sales Contact	LORRAINE M GERARD
Ship Via	Special Shipping
Terms of delivery	FCA Origin
Page	1 of 3

Line	Item number	Description	Quantity	Price Each	Amount	Ship date
1	J0177	NEXUS Joined Optical Table System 242 x 58 x 12.2 inches NEXUS Joined Optical Table System 242 x 58 x 12.2 inches Lead Time: 9 weeks after receipt of signed off drawings  Table 1: NEXUS Optical Table 120 x 58 x 12.2 inches Sealed Holes: No Thread Type: 1/4-20 on 1" Centres Special Request(s):Table Joiner System 1 End Joiner length: 1500 mm  PACKED DIMENSIONS [ESTIMATED DATA]: 321 x 157 x 59 cm @ ~931 kg  Table 2: NEXUS Optical Table 120 x 58 x 12.2 inches Sealed Holes: No Thread Type: 1/4-20 on 1" Centres Special Request(s):Table Joiner System 1 End Joiner length:	1.00	17,003.67	17,003.67 USD	Lead Time

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Newton, NJ 07860-2402, US

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Fax 973-300-3600  
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College Station, TX 77843**

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Ship Via	Special Shipping
Terms of delivery	FCA Origin
Page	2 of 3

1500 mm

PACKED DIMENSIONS  
[ESTIMATED DATA]:  
321-x 157 x 59 cm @  
~931 kg  
Lead time: 9 weeks from  
receipt of signed off  
drawings

Weight: 1862

Commodity:  
9031900000

Country of origin: GBR

ROHS:

**Thorlabs, Inc.**

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Ship Via	Special Shipping
Terms of delivery	FCA Origin
Page	3 of 3

\*\*\*\*\*PLEASE SHIP VIA FEDEX ECONOMY LTL FREIGHT\*\*\*\*\*

NO LIFT GATE - \$1982.50  
WITH A LIFT GATE - 2078.40

Best-Effort Basis Only • Pricing based on quantity quoted • All prices quoted are valid for 60 days • Lead times on special and custom items will be reconfirmed after 30 days • By accepting this quotation, you are certifying these items are not for export • State and local taxes may be applicable • Extinction ratio not guaranteed for polarization-maintaining patch cords • Standard tolerance for non-fluoride patch cords is  $\pm 1\%$  or  $\pm 7\text{cm}$ , whichever is greater; standard tolerance for fluoride patch cords is  $\pm 1\%$  or  $\pm 10\text{cm}$ , whichever is greater. For a tighter tolerance, please contact Tech Support. • For fibers that are bundled in a common connector, the distance between fibers and the geometrical arrangement of the fibers are not guaranteed • Bundled fibers are not intended to be used for equal power distribution application All shipments include a generic certificate of conformance indicating that the parts either meet or exceed quoted specifications. Material certs, first article reports, and testing data are not included in the pricing shown unless stated otherwise. We reserve the right to adjust pricing if more advanced documentation is requested at the time of order

Please note that any changes may affect your pricing. Estimated shipping charges & freight charges for the heavyweight items may not appear here but will be added upon receipt of order. Release fees & custom taxes are not included in the shipping fee. Please pay in US funds by check, credit card, or wire to Thorlabs, Inc Acct# 205000754, bank routing#021205376 C/O Lakeland Bank, 615Rt.206N, Newton, NJ, 07860, EIN: 22-2873153 For international wires use Wellsfargo Bank, N.A. 420 Montgomery, San Francisco, CA, 94104, Account#2000039124913, SWIFT code WFBUS6S, ABA#121000248. Acceptance of customers purchase order is conditional on Thorlabs' Terms and Conditions (www.thorlabs.com) which shall control and supersede any other terms and conditions.

US Export Administration Regulations and European Export Laws may apply to the sale, destination and end use of these items and any related technical data. Any diversion contrary to US and European export control regulations is strictly prohibited: www.bis.doc.gov. Title passes to the buyer at the point of shipment, Thorlabs facility unless stated otherwise by Thorlabs

<b>Subtotal</b>	17,003.67 USD
<b>Total discount</b>	0.00 USD
<b>Shipping &amp; Handling</b>	2,078.40 USD
<b>Sales tax</b>	1,574.28 USD
<b>Grand-total</b>	20,656.35 USD