



## Vulcan Global Manufacturing Solutions, Inc.

1400 W. Pierce Street Milwaukee, WI 53204 USA

Tel : 414-645-2040 • Fax : 414-645-2638 • Fed ID : 39-1316114

**Quote No: 25154**

**Date :** September 23, 2015

**Quoted To : Jefferson Lab (JEFLAB)**

1200 Jefferson Ave.

Newport News, VA 23606

**Salesperson :** Alex Adcox

**Notes :**

- All quoted Qtys are one time make and ship Qtys.
- All items FOB our dock.
- Payment terms are Net 30 with approved credit.

Line	Part ID	Rev
<b>1</b>	<b>LEAD ABSORBER PLATE-.05MM</b>	
	LEAD ABSORBER PLATE-.05mm	
	-Sharp corners will have minimum radii	
	-Quoted with 3M467MP	
	-Thickness on mylar and 3M-467MP adhesive is .004 total	
<i>Qty Line</i>	<i>Quantity U/M</i>	<i>Unit Price Addl Charge Charge Desc Lead Time Total Price</i>
1	1,100.000 EA	\$14.41 10 WEEKS \$15,851.00
<b>2</b>	<b>LEAD ABSORBER PLATE-.05MM</b>	
	LEAD ABSORBER PLATE-.05mm	
	-Sharp corners will have minimum radii	
	-Quoted with 3M-415MP	
	-Thickness on mylar and 3M-415MP adhesive is .006 total	
<i>Qty Line</i>	<i>Quantity U/M</i>	<i>Unit Price Addl Charge Charge Desc Lead Time Total Price</i>
1	1,100.000 EA	\$12.92 10 WEEKS \$14,212.00
<b>3</b>	<b>NRE</b>	
	NON-RECURRING ENGINEERING FEE	
	Die for punching parts	
<i>Qty Line</i>	<i>Quantity U/M</i>	<i>Unit Price Addl Charge Charge Desc Lead Time Total Price</i>
1	1.000 EA	\$625.00 10 WEEKS \$625.00
<b>4</b>	<b>TUNGSTEN ABSORBER PLATE</b>	
	TUNGSTEN ABSORBER PLATE	
	-For first Article Inspection	
	-Quoted using 99% pure tungsten	
	-Quoted without laminate or adhesive	
<i>Qty Line</i>	<i>Quantity U/M</i>	<i>Unit Price Addl Charge Charge Desc Lead Time Total Price</i>
1	1.000 EA	\$503.25 10 WEEKS \$503.25



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Line	Part ID	Rev						
5	<b>TUNGSTEN ABSORBER PLATE</b>							
	TUNGSTEN ABSORBER PLATE							
	-For production run quantities							
	-Quoted using 99% pure tungsten							
	-Quoted without laminate or adhesive							
Qty Line	Quantity	U/M	Unit Price	Addl Charge	Charge Desc	Lead Time	Total Price	
1	1,100.000	EA	\$297.34			13 WEEKS ARO	\$327,074.00	
6	<b>NRE</b>							
	TUNGSTEN ABSORBER PLATE-TOOLING							
Qty Line	Quantity	U/M	Unit Price	Addl Charge	Charge Desc	Lead Time	Total Price	
1	1.000	EA	\$4,450.00				\$4,450.00	

**Remarks :**

Vulcan requests that .stp files are provided for programming purposes. Lack of this data may require additional programming charges and lead time.

**Due to volatility in the metals market, prices are valid until Wednesday, October 21, 2015**



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### TERMS AND CONDITIONS - VULCAN GLOBAL MANUFACTURING SOLUTIONS, INC.

Unless stated otherwise on page 1 of this Agreement, these terms and conditions shall apply to all orders or transactions entered into by and between the buyer ("Buyer") and Vulcan Global Manufacturing Solutions, Inc. ("Vulcan") and to all Vulcan Quotes. Vulcan will make Quotes, accept orders, sell Products (defined below), and do business only on these terms and conditions. These terms and conditions and any Vulcan Quote accepted by the Buyer shall be collectively referred to hereinafter as the "Agreement." In addition, Sections 2(Pricing; Taxes), 11(Intellectual Property Rights), 12(Confidentiality), 13(Compliance with Laws), 16(Modification), 20(Remedies), 21(Limitation of Actions), 22(Authority of Agents), 23(Binding Effect), 24(Governing Law), 25(Electronic Transmission), and 26(Arbitration) shall apply to all Quotes provided by Vulcan to Buyer and reference in those Sections and this introductory paragraph to "Agreement" shall refer to the Quote. In this Agreement, "Products" shall mean all items being sold by Vulcan to Buyer, whether materials, products to be manufactured and/or delivered, services to be rendered, or any combination thereof. Vulcan's acceptance of Buyer's order is expressly conditioned on Buyer's unqualified acceptance of this Agreement. Buyer, upon placing an order for the purchase of Products shall be deemed to have accepted all the terms and conditions of this Agreement without modification. Unless otherwise agreed to in a writing signed by Vulcan, any term or condition contained in any Buyer purchase order or other form or correspondence that purports to add to or is in any way inconsistent with this Agreement shall be inapplicable and of no force or effect whatsoever. Vulcan's failure to object to provisions contained in the Buyer's order forms or any other documentation shall not be deemed a waiver of any provision of this Agreement. **If page 1 to which these Terms and Conditions are attached is a Sales Agreement then these Terms and Conditions and the terms of page 1 of the Sales Agreement constitute a binding contract on both Vulcan and Buyer, unless Buyer advises Vulcan otherwise in writing within seven (7) days of Buyer's receipt of the Sales Agreement.**

- 1. Time of Delivery: Force Majeure.** Any timeframe provided by Vulcan in any Quote or acknowledgement is a good faith estimate of the expected delivery date for the Products. Vulcan shall use commercially reasonable efforts to fill Buyer's orders within the time stated but in no event shall Vulcan be liable for any damages associated with Vulcan's inability to meet any such timeframes or deadlines for any delay in the performance of this Agreement by reason of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, telecommunications outages, acts of God, war, terrorism, governmental action, transportation difficulties, labor difficulties, delays in Vulcan's usual sources of supplies, or without limitation to the foregoing, any other cause which is beyond the reasonable control of Vulcan. In the event of any such delay, Vulcan's performance hereunder shall be postponed by such length of time as may be reasonably necessary to compensate for the delay. Acceptance of delivery of goods shall constitute a waiver of all claims for delay.
- 2. Price; Taxes.** Unless otherwise specified on p. 1 of the Agreement, all prices stated in Vulcan's Quotes shall be good only for a period of thirty (30) days from the date of such Quote. Thereafter, the price for Products sold hereunder shall be the Vulcan's price in effect as of the date of shipment. Prices are stated and payable in U.S. dollars. Buyer shall be responsible for all federal, state, or local sales, use or excise taxes applicable to the sale of the Products.
- 3. Shipment; Payments.** The Products shall be shipped F.O.B. Vulcan's plant by method specified by Buyer at time of order. Risk of loss and title to Products shall pass to Buyer upon delivery of the Products to the carrier for shipment. If Buyer has not provided Vulcan with shipping instructions for the Products, Buyer hereby authorizes Vulcan to make arrangements for shipment. With credit approval, payment of each invoice shall be due, without deduction or setoff, within thirty (30) days of the invoice date. Interest will be added to all amounts outstanding more than thirty (30) days after the invoice date at higher of 1.5% per month or the maximum rate of interest allowed by applicable law. VISA and Mastercard accepted.
- 4. Product Modifications.** Vulcan may make any change in the way it manufactures or produces any Product if, in Vulcan's sole judgment, such changes are necessary or desirable to improve the safety or performance of such Product. Buyer may not make any changes in the design or specifications for the Products unless Vulcan approves of such changes in writing, in which event Vulcan may impose additional charges to implement such changes.
- 5. Cancellation.** Buyer may not cancel or reduce orders placed with Vulcan except with Vulcan's prior written consent and then only if Buyer makes payment to Vulcan to indemnify it against all loss and damage incurred by Vulcan on account of such cancellation or reduction.
- 6. Inspection.** Buyer shall inspect all Products within fifteen (15) days after receipt thereof and failure to object in writing within that fifteen (15) days shall constitute final acceptance of the Products and shall act as a waiver of Buyer's rights to reject the goods unless otherwise agreed by Vulcan in writing.
- 7. Security Interest; Title.** Buyer hereby grants to Vulcan and Vulcan hereby retains a security interest against full payment in all Products sold hereunder and all accessories and additions thereto, whether presently upon Buyer's premises or hereafter acquired, and all proceeds of the sale or other disposition of the foregoing including, without limitation, cash, accounts, contract rights, instruments, and chattel paper. Buyer hereby authorizes Vulcan and its agents to file on its own behalf or as agent under power of attorney for Buyer any financing statements and other documents necessary to create, perfect and maintain the perfection of the security interest granted hereunder. Vulcan may, at its option exercised in writing, retain title to the Products until Buyer makes full payment.
- 8. LIMITED WARRANTY. IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, VULCAN PROVIDES THE FOLLOWING LIMITED WARRANTY: VULCAN WARRANTS THAT FOR NINETY (90) DAYS FROM THE DATE OF SHIPMENT THE PRODUCTS SHALL CONFORM TO THE WRITTEN SPECIFICATIONS APPROVED BY VULCAN AND SHALL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP OR VULCAN WILL, AT ITS OPTION, REPAIR OR REPLACE THE DEFECTIVE PRODUCTS AT NO CHARGE TO BUYER FOR PARTS OR LABOR OR REFUND THE PURCHASE PRICE FOR THE DEFECTIVE PRODUCTS. BUYER MUST GIVE WRITTEN NOTICE TO VULCAN OF ANY SUSPECTED DEFECT IN THE PRODUCTS PRIOR TO THE EXPIRATION OF THE ABOVE-DESCRIBED WARRANTY PERIOD. BUYER MUST ALSO OBTAIN A RETURN AUTHORIZATION FROM VULCAN PRIOR TO RETURNING ANY PRODUCTS FOR WARRANTY SERVICE UNDER THIS SECTION. BUYER SHALL BE RESPONSIBLE FOR ALL COSTS AND EXPENSES ASSOCIATED WITH RETURNING THE PRODUCTS TO VULCAN FOR WARRANTY SERVICE. IN THE EVENT OF A DEFECT, VULCAN, AT ITS SOLE OPTION, SHALL REPAIR OR REPLACE THE DEFECTIVE PRODUCTS OR REFUND TO BUYER THE PURCHASE PRICE FOR SUCH DEFECTIVE PRODUCTS, WHICH SHALL BE VULCAN'S SOLE OBLIGATION, AND BUYER'S EXCLUSIVE REMEDY, WITH REGARD TO ANY DEFECTIVE PRODUCTS. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ANY AND ALL OTHER EXPRESS, STATUTORY OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY PURPOSE ARE EXPRESSLY DISCLAIMED. THE WARRANTY DESCRIBED HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY GRANTED BY VULCAN AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO BUYER OR ANY OTHER PERSON AND SHALL CONSTITUTE COMPLETE FULFILLMENT OF ALL LIABILITIES AND RESPONSIBILITIES OF VULCAN TO BUYER OR ANY OTHER PERSON WITH RESPECT TO THE PRODUCT AND SHALL CONSTITUTE FULL SATISFACTION OF ALL CLAIMS BASED ON ANY LEGAL THEORY. NO WARRANTY IS MADE WHICH EXTENDS BEYOND THAT WHICH IS EXPRESSLY CONTAINED HEREIN. THIS WARRANTY DOES NOT APPLY: 1. IF THE PRODUCT IS NOT INSTALLED, USED AND MAINTAINED IN ACCORDANCE WITH ANY INSTRUCTIONS OR TECHNICAL GUIDELINES SUPPLIED WITH THE PRODUCTS; 2. TO A PRODUCT WHICH HAS BEEN SUBJECT TO MISUSE, NEGLIGENCE, ACCIDENT, ABNORMAL USE OR FORCE OR HANDLING; 3. TO DAMAGES RESULTING IN WHOLE OR PART FROM NATURAL DISASTERS, WIND, FIRE, ACTS OF WAR OR NUCLEAR DISASTERS; 4. IF ANY MODIFICATIONS TO THE PRODUCT OTHER THAN BY VULCAN WITHOUT VULCAN'S APPROVAL. VULCAN'S SOLE OBLIGATION AND BUYER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY COMPONENTS MANUFACTURED BY THIRD-PARTIES THAT ARE INCORPORATED INTO THE PRODUCTS SHALL BE FOR VULCAN TO ASSIGN TO BUYER THE ORIGINAL MANUFACTURER WARRANTY, IF ASSIGNABLE. THIS LIMITED WARRANTY IS GRANTED TO BUYER AND NO OTHER PERSON OR ENTITY AND IS NOT TRANSFERABLE TO, NOR DO ANY OF ITS BENEFITS ACCRUE TO, ANY SUBSEQUENT OWNER OF THE PRODUCT OR ANY OTHER PERSON OR ENTITY.**



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### TERMS AND CONDITIONS - VULCAN GLOBAL MANUFACTURING SOLUTIONS, INC. (CONT.)

9. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL VULCAN BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY COMPENSATORY DAMAGES (EXCEPT AT ITS OPTION REPAIR, REPLACEMENT OR REFUND) OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PERSON OR PROPERTY CAUSED BY ANY DEFECT IN THE PRODUCT, INCONVENIENCE, LOSS OF GOODWILL, LOST PROFIT, REVENUE OR SERVICE, LABOR COSTS, LOSS OF USE OF THE PRODUCT, COST OF SUBSTITUTE PRODUCTS OR MODIFICATIONS, DOWN TIME COSTS, OTHER EQUIPMENT COSTS OR CLAIMS OF ANY PARTY DEALING WITH BUYER FOR SUCH DAMAGES, ARISING FROM THE MANUFACTURE, SALE, PROVISION OR USE OF THE PRODUCT, BREACH OF THIS AGREEMENT, OR FOR ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, WARRANTY, PATENT OR COPYRIGHT INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY.
10. **Indemnification.** Buyer shall defend, indemnify and hold Vulcan and its officers, directors, shareholders, affiliated companies, employees, agents, and representatives harmless against any claims, losses, damages, liabilities or expenses (including, without limitation, reasonable attorneys' fees and other costs and expenses of litigation) resulting from or otherwise connected with any of the following: (a) bodily injury, death or property damage caused by Buyer's or its agent's acts or omissions with respect to the Products; (b) any design, specification, material or other component supplied or approved by Buyer for the design and manufacture of the Product; or (c) any claim or allegation that the Products or their manufacture or design infringes a third-party's patent, copyright, trade secret, trademark or other proprietary right.
11. **Intellectual Property Rights.** If so specified on p. 1 of this Agreement, Vulcan shall retain all intellectual property rights in and to the Products, including, without limitation, any rights under patents as well as any unpatented information such as trade secrets, confidential information, trademarks, trade dress, or copyrights; nothing in the Agreement shall be deemed or construed to be a transfer or license of any of Vulcan's intellectual property; Buyer shall obtain rights to such intellectual property only to the extent that Vulcan may grant such rights in writing.
12. **Confidentiality.** "Confidential Information" means all information or documentation identified by Vulcan as confidential or which should reasonably be understood by Buyer to be confidential and proprietary information of Vulcan. Buyer shall take steps that are substantially equivalent to the steps it takes to protect its own confidential and proprietary information of like nature and importance (and in any event no less than reasonable steps) in order to prevent the duplication or disclosure of the Confidential Information, other than to its employees, agents or contractors who must have access to such Confidential Information to assist Buyer to perform this Agreement and who each agree in writing to comply with confidentiality obligations and restrictions set forth in this Section or have entered into a non-disclosure agreement with substantially similar terms as a condition of employment.
13. **Compliance with Laws.** Buyer shall comply with all laws, rules or regulations applicable to the Products.
14. **Default.** If (a) Buyer defaults under this Agreement, or (b) Buyer becomes insolvent or is unable to pay its debts as they mature, files or has filed against it a bankruptcy, insolvency, or similar petition, or (c) Vulcan in good faith doubts the ability of Buyer to pay Vulcan, then, Vulcan may, in addition to all of its other rights and remedies under this Agreement or at law or equity: (i) defer or suspend further shipments or provision of Products until Buyer reestablishes satisfactory credit, (ii) cancel the unshipped or unperformed portion of any order and invoice Buyer for incurred costs and reasonable profit without any liability on the part of Vulcan for failure to ship or provide Products, and/or (iii) make shipment of Products to Buyer on a C.O.D. or cash in advance basis. If legal action is required by Vulcan to recover monies due from Buyer or to enforce any provision of this Agreement, Buyer shall be liable to Vulcan for all of its costs and expenses associated therewith, including Vulcan's actual attorneys' fees and other costs and expenses of litigation.
15. **No Waiver.** No waiver of this Agreement or any of its provisions is valid unless expressly agreed to in writing by Vulcan. No waiver by Vulcan of any default under this Agreement is a waiver of any other or subsequent default. The failure of Vulcan to insist upon strict and timely performance of any term or condition of this Agreement shall not be deemed a waiver of any right or remedy that Vulcan may have under this Agreement or at law or equity, and shall not be deemed a waiver of any subsequent default in performance of the terms and conditions of this Agreement.
16. **Modification.** No modification of this Agreement or any of its provisions by Buyer is valid unless expressly agreed to in writing by Vulcan.
17. **Severability.** If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect to the intent of the parties expressed in this Agreement.
18. **Independent Contractor.** In producing, supplying or providing any Products under this Agreement, Vulcan shall operate as an independent contractor. The officers, employees and agents of one party shall not be considered officers, employees or agents of the other party for any purpose whatsoever.
19. **Assignment.** Buyer may not assign any of its rights, duties or obligations under this Agreement without Vulcan's prior written consent and notwithstanding any such assignment with consent, Buyer shall remain liable for all Buyer obligations under this Agreement.
20. **Remedies.** Each of the rights and remedies of Vulcan under this Agreement is cumulative and in addition to any other or further remedies provided under this Agreement or at law or equity.
21. **Limitation of Actions.** Any action by Buyer for any loss or damage with respect to this Agreement shall be commenced within one (1) year from the date of delivery of the Products, or such claim shall be forever barred.
22. **Authority of Agents.** No agent, employee or representative of Vulcan has any authority to bind Vulcan to any affirmation, representation or warranty concerning the Products sold under this Agreement, unless such affirmation, representation, or warranty is specifically included in this Agreement and if not it shall not be part of the basis of the bargain and shall not in any way be enforceable.
23. **Binding Effect.** This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their heirs, successors and assigns.
24. **Governing Law.** This Agreement shall be construed and governed under the laws of the State of Wisconsin, without application of conflict of law principles.
25. **Electronic Transmission.** Electronic transmissions shall be binding on Vulcan and Buyer to the same effect as signed documents.
26. **Arbitration.** Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach or termination thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, in Milwaukee County, Wisconsin, and judgment upon an award may be entered in any court having jurisdiction thereof, and shall be free of challenge or review in any court.