

Newport Corporation Corporate Headquarters 1791 Deere Avenue, Irvine, CA 92606 USA Tel (800) 222-6440 Fax (949) 253-1680 Federal I.D. 94-0849175 Page 1 of 4 03/29/2012 Quotation 1056722

Experience | Solutions

JEFFERSON LAB 12000 JEFFERSON AVENUE NEWPORT NEWS VA 23606

USA

Contact: Kenneth Livingston Tel #: (757) 269-7100 Fax: (757) XXX-XXXX

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Quotation: 1056722 Rev 01

**Customer No:** 1005923

**Customer Reference No:** 

Currency: USD

 Validity End Date:
 05/28/2012

 Quotation Date:
 03/09/2012

 Revision Date:
 03/29/2012

 Terms of Payment:
 NET 30 DAYS

 Terms of Delivery:
 PPA FOB ORIGIN

Prepaid & Add

Thank you for your inquiry. We are pleased to supply the following quotation.

Line	Item /Description	Unit Base Price (USD)	Unit Net Price (USD)	Quantity	Total Amount (USD)
100	11SI71243	67,275.00	67,275.00	1	67,275.00
	5 axis motion system				

5 axis motion system

### Standard Items:

- · (1) MTM150PE1V6 -- [aka X] Long-travel steel linear stage; Ball bearing guideway; Full-step motor; 10:1 Gear Reducer; Backlash-compensated lead screw drive; Shaft-mounted 2000 pts/rev. optical rotary encoder with index; 150mm travel; 1μm resolution; 1.5μm guar. uni-directional repeatability; 1.5μm guar. reversal value, 5.0μm guar. on-axis accuracy, 40μrad pitch, 55μrad yaw, 1mm/sec max speed, 4mm/sec² max acceleration
- · (1) MTM100PE1V6 -- [aka Y] Long-travel steel linear stage; Ball bearing guideway; Full-step motor; 10:1 Gear Reducer; Backlash-compensated lead screw drive; Shaft-mounted 2000 pts/rev. optical rotary encoder with index; 100mm travel; 1µm resolution; 1.5µm guar. uni-directional repeatability; 1.5µm guar. reversal value, 5.0µm guar. on-axis accuracy, 40µrad pitch, 35µrad yaw, 1mm/sec max speed, 4mm/sec² max acceleration
- · (1) URS75BPPV6 -- [aka rZ] Precision rotation stage, Vacuum version, Hardened steel with aluminum body, Large diameter ball bearing movement, Ground worm gear with self-compensating leadscrew, 1:90 worm gear ratio, Step motor drive, 0.0002° resolution (1/100 full step), 0.004° uni-directional repeatability, 0.014° bi-directional repeatability, 0.03° absolute accuracy, 50µrad wobble, 3µm eccentricity, 20°/sec max speed, 80°/sec² max acceleration, travel range 360° continuous, 100N centered load capacity, 3m interconnect cable, 1.7kg stage weight
- · (1) XPS-C6 -- 6-axis motion controller, Ethernet communication, rack mount, internal interpolation of analog encoder signals
- (5) XPS-DRV01 -- Drive module for DC brush and stepper motors; 3A/48V max.

### Special Items:

- · (1) Custom BGS80PP-V6 -- [aka rX] [11SI12870] Custom BGS80PP-V6 goniometric cradle, compatible with 10e-6 torr vacuum, ±45° travel, 0.0001° resolution, 0.001° uni-directional repeatability, 0.0002° minimum incremental motion, 0.06° accuracy, 200µrad wobble, 2.5°/s maximum speed, includes 3m interconnect cable (for atmospheric use only)
- (1) Custom UR\$100BPP-V6 -- [aka rY] [11\$I12869] Custom UR\$100BPP-V6 rotation stage, Large diameter ball bearing movement, Ground worm gear with self-compensating lead screw, 1:90 worm gear ratio, Step motor drive, 0.0005° resolution, 0.002° uni-directional repeatability, 0.03° absolute accuracy, 50µrad wobble, 3µm eccentricity, 20°/sec max speed, travel range ±170° (360° with limits disabled), 100N centered load capacity, 3m interconnect cable (for atmospheric use only)
- · (1) EQ160-LV6 -- Right angle bracket for MTM100 stage, vacuum compatible
- (1) Custom Angle Bracket -- Custom angle bracket to support rotation stages on vertical stage, vacuum compatible
- · (1) Custom Adapter Plate -- Custom adapter plate to mount URS75 to BGM120; vacuum compatible
- (1) Custom Adapter Angle Bracket Custom bracket to support URS50 on URS75 stage, vacuum compatible

# Application Notes:

- · Payload: Crystal (mounted on a 50mm diameter wheel in the center of the system)
- Travel Ranges: X(150mm), Z(25mm), rX(10°), rZ(10°), rY(±170°)
- · English hardware convention
- · Horizontal base orientation
- · For use in laboratory environment/vacuum chamber
- The stages that comprise the system as well as other components are calibrated in an air controlled environment of 20±2.5°C.
- The stages and components are manufactured with a useable operating range of +10 to +35°C.

## System Notes:

- $\cdot$  [X] as base stage; [Y] mounted on [X] via EQ160-LV6; [rX] mounted on [Y] via custom angle bracket; [rY] mounted on [rX] via custom adapter plate; [rZ] mounted on [rY] via custom adapter angle bracket
- · <100 µrad XY orthogonality

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Line Item /Description Unit Base Price (USD) Unit Net Price (USD) Quantity Total Amount (USD)

#### **Testing Notes:**

All measurements will be done using certified measuring instruments. These instruments are used for the 5 axis assembly and for the acceptance procedures.

The Newport acceptance of the complete system will be done during factory acceptance.

Factory acceptance will take place in Newport-Irvine assembly factory and consists of:

- · Demonstration and operation of each axis over specified travel range using XPS controller
- · Verification of dynamic capability: velocity and acceleration

#### Summary of Deliverables:

- · (1) 5 axis mechanical system
- · (1) Motion Controller model: XPS configured for use with 5 axis mechanical assembly

#### Proposed Schedule:

- Reception of order by Newport: T0
- · Design sent to customer for approval: T1 = T0 + 2 weeks
- Date customer approval received: T2
  Shipment from Irvine: T2+ 12 weeks
  Minimum Total Leadtime: 14 weeks
  - Maximum Total Leadtime: Customer approval time + 14 weeks

LEADTIME: 14 WEEKS ARO.

The purchase and sale of the products reflected in this quotation shall be governed by the terms and conditions contained on the face of this quotation and in the Newport Corporation Terms and Conditions of Sale attached hereto and incorporated herein by reference.

Unless otherwise stated herein, shipping and handling charges are not included in the price. Any quoted shipping and handling charges are estimates only. Upon request, Newport can provide experienced references for these services.

Prices quoted are domestic prices for shipments within the U.S.A. only. Products destined for export are subject to international pricing. If customer intends to export products, customer must notify Newport and obtain a revised quotation. All product warranties may be voided at Newport's discretion if products are re-exported outside of the U.S.A without Newport's express written approval.

The terms of payment stated above are subject to credit approval. Availability of product included in this quote is subject to prior sale.

Please reference the quotation number above when placing your order.

For technical questions, please contact:

## **Robert Tesoro**

Regional Sales Manager Tel #: 973-665-9340 Robert.Tesoro@newport.com

#### **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 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 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 (for international shipments), Newport's designated factory. 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 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 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# and/or whose contents are not received in their original condition, may be reshipped by Newport without an RMA# and/or whose contents are not received in their original condition, may be reshipped by Newport fight collect to Buyer.

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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.** Buyer acknowledges and agrees that the Ultimate Destination of the Products and Software is in the United States of America, unless otherwise indicated in the Newport quote and/or order acknowledgment. Buyer shall not, nor shall Buyer authorize or permit its employees, distributors, customers, and/or agents to, export or re-export any of the Products or Software (including any information relating thereto) to any foreign national, nation, firm, or country, including foreign nationals employed by or associated with Buyer, without first complying with all U.S. laws, regulations or ordinances including the International Traffic in Arms Regulation (ITAR) and the Export Administration Regulation (EAR), including the requirement for obtaining an export license, if applicable. 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 of Buyer's export or re-export activities contrary to this provision.

**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, 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, For the adjudication of any dispute hereunde