



HOT CELL SERVICES Corporation

P.O. Box 5729 Kent, WA USA 98064-5729
22626 85th Pl. S Kent, WA USA 98031-2469
e-mail: hotcell@hotcell.com

tel 253.854.4945
fax 253.854.4947
website: www.hotcell.com

Quotation

date: 5.27.15 no.: Q36007.1

subject: Shield Windows' Oil and Gasket Change

to: Mr. Chad Fisher
tel: 604.222.1047 x6280 **fax:**
e-mail: cfisher@triumf.ca
company:
Triumf Meson Research Facility
4004 Wesbrook Mall
Vancouver BC Canada

from: Mark Lutz
tel: 253.854.4945 x17
e-mail: mlutz@hotcell.com

sent via:
 fax e-mail courier

#	description	qty	unit	unit price	extended
1	Change shield oil and replace gasket sets on cold and hot side cover glasses, on non-contaminated Shield Window s/n 592 (HCS dwg 96173-100). Includes (1) Window Engineer and (1) Sr. Window Technician for up to one week at site. See notes for additional detail.	1	lot	\$56,823	\$56,823
2	Change shield oil and replace gasket sets on cold and hot side cover glasses, on contaminated Shield Window s/n 593 (HCS dwg 96173-100). Includes (1) Window Engineer and (1) Sr. Window Technician for up to two weeks total at site. See notes for additional detail.	1	lot	\$96,633	\$96,633

Notes:

- HCS provides Shield Windows and related products and services under our ASME NQA-1 Quality Assurance program.
- Pricing is in USD. Payment is due net 30 days from completion date at site.
- The current estimated lead time for deployment to site is two to four months from receipt of order, based on personnel availability and time required for equipment modifications. Early order placement is recommended for scheduling purposes.
- Start of work for items (1) and (2) are each assumed to commence on a Monday morning. Both items include a 1/2 day maximum training allowance and assume no significant, unexpected interruptions in work flow.

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(continued)

5. Triumph shall provide material handling support of HCS specialized equipment from the loading dock to and from the hot cell window as needed.
6. Item (1) Shield Window (s/n 592) is to remain in place for service. It is reported to be radiologically clean, and is freely accessible from both the hot and cold sides. There is no Barrier Shield installed that would inhibit access to the hot side cover glass.
7. Item (2) Shield Window (s/n 593) is reported as radiologically contaminated. Triumph shall provide the necessary isolation tent, PPE equipment and decon support required to assure performance of the oil and gasket change.
8. Performance of item (2) includes two separate visits to Triumph, each commencing on a Monday morning. The first visit includes training, on-site deployment, erection of the work table and extraction of the window onto the table. The second visit occurs after completion of Triumph decon efforts. This visit includes the oil and gasket change, leak testing, re-installation of the window, and equipment teardown and packing for removal from site.
9. Disposal of all job related debris and contaminated materials is Triumph's responsibility.
10. The use of HCS specialized equipment includes rental of a specialized, high capacity table. If the table becomes contaminated, and Triumph decon efforts are unsuccessful, the table disposal will be Triumph's responsibility, and a \$3,700 table abandonment charge will be assessed. The abandonment charge is based on a \$6,500 valuation less rental charge and return shipping.
11. This quotation is valid for 90 days.
12. Standard Terms and Conditions are attached.

Please feel free to contact us if there are any questions.

Best regards, **Mark Lutz**
*V.P. of Technical Sales
and Engineering*

visit our website: www.hotcell.com



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TERMS AND CONDITIONS OF SALES

GLASS ACCEPTANCE STANDARDS

Unless otherwise specified by customer's Purchase Order and Specifications, all glass sales shall meet the following quality standards:

Flat Glass – ASTM C 1036-01 Q3

Laminated Flat glass – ASTM C 1172-03 and ASTM C 1036-01 Q3

X-ray Flat Glass – ASTM C 1036-01 Q3

Radiation Shielding Glass – UK AESS 44 70000 6

PURCHASE ORDER:

An original, faxed or emailed copy of PURCHASER'S Purchase Order must be received by SELLER prior to commencement of any design or production activity.

MINIMUM CHARGE:

A minimum order charge of USD \$500 applies to all orders placed with SELLER.

TAXES:

SELLER's prices do not include sales, use, excise or similar taxes. Thus, in addition to the price specified herein, any present or future sales, use, excise or similar taxes applicable to the products sold here under shall be applied to the price and paid by the Purchaser.

PAYMENT TERMS:

Net cash, thirty (30) days with approved credit, unless specifically amended by the Purchase Order. In the event that SELLER incurs costs and expenses, including but not limited to attorneys' fees, to collect sums due hereunder or to otherwise enforce its rights hereunder, such costs and expenses shall be paid by the PURCHASER. In the event that payment is not made when due, a late charge equal to the lesser of 18% or the highest legal rate permitted by law shall accrue on such unpaid amounts.

DELIVERY TERMS:

F.O.B. FACTORY, FREIGHT PRE-PAY AND ADD, unless otherwise agreed in writing. In all cases, risk of loss or damage to goods in transit shall fall to the PURCHASER, who shall file any resulting claims with the carrier. SELLER shall not be liable for delay in delivery due to causes beyond its reasonable control. For Export orders, shipment date is subject to extensions of time as required to obtain any necessary export licenses. SELLER reserves the right to make partial shipments unless other instructions are given.

CANCELLATION:

PURCHASER may cancel an order provided written notice is given to SELLER prior to the commencement of manufacture. If manufacturing has started, including any engineering and tooling costs, SELLER shall charge the full invoice price.

PATENTS:

PURCHASER shall hold SELLER harmless against any expense and loss including attorneys' fees, from infringement of patents or trademarks arising from compliance with PURCHASER'S designs, specifications or instructions in the manufacture of the products.



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WARRANTY AND LIABILITY:

ANY ITEM SOLD BY HOT CELL SERVICES CORPORATION (HCS) PURSUANT TO THIS OFFER WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE, PROVIDING THAT RECOMMENDED MAINTENANCE AND REQUIRED SERVICE IS PERFORMED AS PER HCS PROCEDURES. SELLER WARRANTS THAT THE PRODUCTS TO BE DELIVERED SHALL BE OF THE TYPE ORDERED, AND SHALL CONFORM TO SELLER'S FINISHED PRODUCT QUALITY STANDARDS. SELLER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY UNDER THE ABOVE WARRANTIES SHALL NOT EXCEED THE COST OF CORRECTING ANY DEFECTS IN, OR REPLACEMENTS OF THE PRODUCTS DELIVERED, OR AT THE SELLER'S OPTION, REFUND OF THE PURCHASE PRICE OF SUCH PRODUCTS. IN NO EVENT SHALL SELLER'S OBLIGATION AND LIABILITY UNDER THIS CONTRACT EXTEND TO DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES PURCHASER MAY SUFFER OR INCUR IN CONNECTION THEREWITH. NOR SHALL IT EXTEND TO DAMAGES OR LOSSES PURCHASER MAY SUFFER OR INCUR AS A RESULT OF CLAIMS, SUITS OR OTHER PROCEEDINGS MADE OR INSTITUTED AGAINST PURCHASER BY THIRD PARTIES, WHETHER PUBLIC OR PRIVATE IN NATURE. FURTHER, SELLER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES ARISING FROM FACTORY DELAYS OR FIELD SERVICE PROJECT DELAYS, REGARDLESS OF THE CAUSE OF SUCH DELAYS. SELLER SHALL NOT BE LIABLE FOR ANY BREACH OF THE ABOVE WARRANTIES UNLESS IT RECEIVES WRITTEN NOTICE OF SUCH BREACH WITHIN ONE YEAR FROM THE DATE OF SHIPMENT OF THE PRODUCTS TO WHICH THE BREACH RELATES, SO LONG AS WRITTEN NOTICE WITHIN THE ONE YEAR IS RECEIVED WITHIN 30 DAYS AFTER THE DEFECT BECOMES APPARENT.

CUSTOMER PROVIDED GLASS:

Hot Cell Services promises to apply all of our experience and expertise, as well as our at most care to protect customer provided glass, however due to the nature of all glass products, we cannot assume any responsibility for incidental, accidental, handling, in-process or any other damage to customer provided glass. All glass refurbishment work will be performed on "Best Effort" basis without any liability for potential damage during the refurbishment process.

NUCLEAR INDEMNIFICATION:

For sales outside the U.S., BUYER shall hold SELLER and any of SELLER'S subcontractors harmless for any liability and damages (to persons or properties) resulting from a Nuclear Incident as defined in the Paris Convention dated July 29, 1960.

EXPORT CONTROL:

If the items provided by SELLER are exported by the BUYER, these commodities, technology or software shall be exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited. Reference: EAR 758.6

ACCEPTANCE:

These Terms and Conditions become effective with receipt of PURCHASER'S Purchase Order. No change or revision on these Terms and Conditions, or any terms and conditions contained in of PURCHASER'S Purchase Order which are different from or in addition to these herein, shall be valid unless agreed to in writing by Hot Cell Services Corporation.