

Tuesday, April 12, 2011

Thomas Anderson
Sugarland Fire
10405 Industrial Blvd.
Sugarland, TX 77478

Sole Source Confirmation

Captain Anderson:

Smiths Detection is the sole manufacturer and/or provider of the following products, services, upgrades and software including the LCD. There are no dealers or other organizations that are authorized to offer this equipment to private or public companies or city, state and county governments.

- HazMatID 360 and HazMatID Ranger – all configurations, upgrades and accessories
- GasID – all configurations and accessories
- HGVI – all configurations and accessories
- RespondeR RCI – all configurations and accessories
- TravelIR II – all configurations and accessories
- Sabre 4000 – all configurations and accessories
- APD 2000 – all configurations and accessories
- **LCD – all configurations and accessories**
- Bio-Seeq Plus – all configurations and accessories
- Prime Alert – all configurations and accessories
- SmartBio Sensor – all configurations and accessories
- Partnership and Trade-In Programs for all systems
- Databases/Libraries for all systems

These products, services and software are only available through Smiths Detection. If you have received pricing information from persons or companies other than Smiths Detection, it will be considered non-authorized by Smiths Detection.

Smiths Detection reserves the right to reject any instrument, service, warranty or software orders that are not directly placed with Smiths Detection.

If you have any questions or require additional information, please feel free to contact me at 203-207-9733 or by e-mail at mitch.friedman@smithsdetection.com.

Respectfully,



Mitch Friedman

Senior Sales Engineer, Chem/Bio Sales Division



Smiths Detection

Quotation for:

Sugarland Fire
10405 Industrial Blvd.
Sugarland, TX 77478

DATE: 4/12/2011
QUOTATION NO.: O6UJ9A0004ZA
PAGE NO.: Page 1 of 6
TERMS: Net 30
VALID UNTIL: 7/11/2011
DELIVERY: See Terms & Conditions Summary Page
WARRANTY: One year parts and labor
DELIVERY TERMS: EX Works Danbury, CT
Federal ID#: 22-355-2823

Item	Qty	Part No.	Description	Base Price	Net Price
1	4	023-6022-B	LCD 3.3 Black (includes 3Year ReachBack w/loaner)	\$ 12,600.00	\$ 50,400.00

1. One LCD-3.3 in Black
2. Detector pouch includes User Guide
3. Accessories pouch includes:
 - Confidence tester
 - Survey nozzle
 - Earpiece assembly
 - Battery cassette
4. Sieve Pack Kit
5. Operators Manual CD Assy
6. 3 x ten pack of Sieve packs
7. Three (3) year of Partnership Program that includes:
 - All parts and labor to repair system
 - Free loaner system (delivered by overnight carrier)
 - 24/7/365 ReachBack telephone support

In the case of the system malfunctioning after being exposed to live agents, Smiths Detection's warranty and/or service contract associated with that system is hereby void since Smiths Detection cannot allow the system to be sent back to a repair facility for health and safety reasons. Under such circumstances, Smiths Detection will also not replace the instrument.

This product is import/export controlled. An end-user certificate must accompany the order. Estimated delivery time is 90 to 120 days, after receipt of completed end-user certificate.

Shipments within the 50 United States only.

*UPS Ground shipping is included.

TOTAL: \$ 50,400.00



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Should you have any questions regarding this quotation, please contact *Mike Tyszkiewicz* at (251) 213-5356 or via email at mike.tyszkiewicz@smithsdetection.com.

Restriction On Disclosure And Use of Data (3/2006)"This document contains information proprietary to Smiths Detection Inc., which discloses the document in confidence with the understanding that such data shall not be duplicated, used, or disclosed-in whole or in part-for any purpose without the prior, written consent of Smiths Detection Inc. The customer is implicitly authorized to reproduce pages for evaluation of this proposal or to excerpt pages or information for incorporation into customer briefings, proposals, et cetera that endorse the products and services of Smiths Detection Inc." The information contained herein is exempt from disclosure under the Freedom of Information Act (5 U.S.C 552) under Exemption (b)(4), and its disclosure is prohibited under the Trade Secrets Act (18 U.S.C 1905) and FAR 24.202. Rights to use or disclose this proposal are governed by DFARS 252.227-7016 (Jun 1995).

Terms and Conditions Summary

ALL Smiths Detection standard Terms & Conditions apply to ALL quotations unless specifically amended in said quotation. Smiths Detection's Terms & Conditions can be found in its entirety following this summary.

Items that appear on our GSA contract reflect the appropriate discounted price. Proof of GSA discount eligibility is required for all non Federal customers. To verify that a GSA discount has been applied, simply note that the Unit Price and Net Price differ by the appropriate discount level.

Delivery for the Responder RCI product line is 120 Days after receipt of Order.
Delivery for the IlluminatIR product line is 60 to 90 Days after receipt of Order.
Delivery for the GasID product line is 60 to 90 Days after receipt of Order.
Delivery for all other Products and Accessories is 45 Days after receipt of Order, unless indicated otherwise.

Delivery for the APD 2000 product line is 90 Days after receipt of Order.
Delivery for the HazMatID product line is 60 to 90 Days after receipt of Order.
Delivery for the IdentifyIR product line is 60 to 90 Days after receipt of Order.

To place your order and expedite shipment, please fax your Purchase Order request with all associated terms and conditions, along with a tax exemption certificate if applicable, to Fax # (203) 207-9780, Attention: Order Administration. All Purchase Orders must show Smiths Detection, 21 Commerce Drive, Danbury, CT, 06810 as the vendor name and address. Please reference our quotation number on your purchase order and on any correspondence regarding the quotation. Include a copy of this quotation with your Purchase Order.

Prices, warranty, installation and services on the items quoted herein are available only in the United States, and may not be otherwise assigned.

Buyer shall pay any applicable federal, state and local taxes in addition to the price stated on this quotation unless buyer submits a signed exemption certificate or direct pay permit. Your purchase order should indicate the sales tax status of your order.

Buyer shall not export or re-export technical data or products supplied by Smiths Detection in violation of applicable export regulations. Buyer who exports from the U.S. products purchased hereunder assumes all responsibility for obtaining any required export authorization and payment of applicable fees.

1. DEFINITIONS: "Smiths" shall mean Smiths Detection, Inc.

"Customer" shall mean the person(s) or company that purchases Goods/Equipment from Smiths pursuant to this Order.

"Operator" shall mean the Operator of the Goods/Equipment.

"Order" shall mean the agreement between Smiths and the Customer (individually "Party" and collectively "the Parties") for the sale and purchase of the Goods/Equipment, including the Terms and Conditions of Sale herein and any contemporaneous writing, signed by both Parties, and firmly attached hereto.

"Goods/Equipment" means all components, spare parts, goods, equipment or materials of any kind, which are supplied by Smiths under this Order.

2. OFFER AND GOVERNING PROVISIONS: Each Quotation and Order Acknowledgement issued by Smiths is an offer by Smiths to sell the goods and/or services described in it in accordance with these Terms and Conditions of Sale, is not an acceptance of any offer made by the Customer, and is expressly conditioned upon the Customer's assent to these Terms and Conditions of Sale. Smith objects to any additional or different terms contained in any purchase order or other communication previously or hereafter provided by Customer to Smiths. No such additional or different terms or conditions will be of force or effect. The terms of the Order will be the entire agreement between Customer and Smiths on the subject of the transaction that it describes; and there are no conditions to that agreement that are not part of the Order.

3. PURCHASE PRICE: Prices cited herein are based on current costs and are subject to reasonable adjustment on or after the date of acceptance of any purchase order to meet a rise or fall in such costs, as computed on the date of delivery.

4. PAYMENT: (A) Payment in full of the purchase price shall be made in United States currency within 30 days of the date of invoice. Remit to: 21 Commerce Drive, Danbury, CT 06810 (B) Punctual payment as stipulated herein is of the essence for the Order. When any sum owed by Customer to Smiths under this Order is overdue, Smiths may, without notice to Customer, either:

- (i) cease the supply of further Goods/Equipment under this Order without liability for any loss (including loss of profit or other financial or economic loss) to Customer until such sum, together with such interest as may be due thereon, is paid; or
- (ii) terminate the Order and any other agreements between Smiths and Customer, whether or not any sums are due for payment by Customer thereunder, without liability on the part of Smiths. Customer shall pay Smiths immediately all sums due and outstanding under all such agreements with respect to Goods/Equipment, services, components, parts, and other materials supplied or ordered in partial execution of the agreements, together with all overhead and other costs incurred by Smiths as a result of such termination.



DATE: 4/12/2011

QUOTATION NO.: O6UJ9A0004ZA

PAGE NO.: Page 3 of 6

TERMS: Net 30

Smiths Detection

VALID UNTIL: 7/11/2011

DELIVERY: See Terms & Conditions Summary Page

WARRANTY: One year parts and labor

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DELIVERY TERMS: EX Works Danbury, CT

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(C) No defect in the Order Goods/Equipment shall operate to interfere with the terms of payment. If payment is not made as provided above, Customer shall thereby be deemed to have waived the warranties (merchantability, fitness or otherwise, whether express or implied) provided in Section 8 hereunder. Smiths may demand different terms of payment from those specified on the face of this Order, whenever it reasonably appears that Customer's financial condition requires such changes, and may demand assurance of the Customer's ability to pay whenever it reasonably appears that such ability is in doubt. Such demand shall be in writing and Smiths may, upon making such demand, stop production and/or suspend shipments hereunder.

(D) If Customer is in default of any payment obligation, Smiths is, without reminder and prejudice to any other rights, entitled to charge interest at a rate of 1.5 times the legal interest for any outstanding sum, beginning with any due date of payment.

5. RETURN OF GOODS: There will be a 20% restocking fee, in addition to any shipping costs incurred and our technician's expense, if applicable, for all returned items.

6. LIENS AND TITLE: (A) Customer hereby grants to Smiths a security interest in any property owned by the Customer (including Customer's beneficial rights to property leased by Customer) in the possession of Smiths or any of Smiths' affiliates, at any time, to secure all amounts owed by Customer to Smiths under this Order.

(B) In the case of repairs or overhauls performed pursuant to this Order, Customer agrees to grant Smiths a perfected security interest in all Goods/Equipment retained in possession of Smiths upon which any repair or overhaul services have been performed by Smiths. Customer further acknowledges and agrees that, in addition to the security interest and lien expressly granted by Customer to Smiths, Smiths shall have a lien on the Goods/Equipment retained in possession of Smiths to the extent otherwise provided by law. Customer acknowledges that the lien (whether granted by Customer or through the operation of law) for repairs or overhaul shall be for the full value of such work, and shall be superior to any lien or interest in favor of Customer, its parents, affiliates, or subsidiaries, or any other person who has knowledge of this Order. To the extent that Smiths maintains possession of Goods/Equipment under repair, Customer agrees that Smiths is a secured creditor of Customer and has all the rights of a secured creditor.

(C) With respect to Goods/Equipment sold pursuant to this Order, Customer agrees and acknowledges that Smiths shall retain a security interest in such Goods/Equipment, unless and until all payment for Goods/Equipment has been made and all other covenants and agreements of this Order have been performed in full. Accordingly, Customer agrees that it will not suffer or permit any lien or encumbrance to be established that effects the title to the Goods/Equipment sold by Smiths pursuant hereto until Smiths has been paid in full. Customer agrees that, in the event of Customer's insolvency, or in the event that any petition is filed by or against Customer under Chapter 7 or Chapter 11 of the Bankruptcy Code, Smiths may, at its discretion, recover all Goods/Equipment sold pursuant to this Order and/or seek damages or costs under applicable laws.

7. DELIVERY: (A) Unless otherwise agreed to in writing, Smiths shall deliver the Order Goods/Equipment FOB destination; freight prepaid by Smiths and added to invoice, GSA freight paid by Smiths, to the place of shipment named herein within a reasonable time after receipt by Smiths of Customer's written acceptance. Typically, our customer will be contacted 24 hours prior to delivery. Typically transit time will be 7-10 business days from date of pickup from the Smiths Detection Inc. warehouse. Deliveries will be made during normal business hours Monday through Friday. One attempt to deliver will be made. Should delivery need to be rescheduled, any additional costs incurred for redelivery and/or storage fees, will be charged to the customer. Smiths shall use reasonable efforts to make timely delivery but shall be excused from any delays arising out of causes beyond its reasonable control. Any specific delivery dates that may be stated are approximate. Smiths shall, under no circumstances, be liable for damages, incidental or consequential (hereinafter contemplated as including, but not limited to, damages for lost profits, lost sales and injury to person or property), for delays, or failure to give notice of delay, whether or not caused by or resulting from Smiths' negligence. Customer agrees not to make such claim on Smiths.

(B) If proper tender of the Goods/Equipment is made and completion of delivery is prevented through no fault of Smiths, Smiths may specify a reasonable alternative place of delivery. Customer agrees that all costs of storage and transport incurred following an initial attempt at delivery are hereby allocated to and imposed upon Customer, and shall be added by Smiths to the sale price. Delivery may at any time be withheld by Smiths pending payment of any sum due from the Customer to Smiths under this Order or any other agreement. Smiths will return Goods/Equipment via the incoming method unless an alternative method has been indicated on the purchase order or a change authorized by the Customer representative. Please note that the above delivery statement does not apply for deliveries made outside the 48 contiguous States. See quotation for delivery terms and conditions.

8. DELIVERY REQUIREMENTS: The client is responsible for assuring access points for delivery of equipment when necessary and is required. In an effort to assure a successful delivery, we kindly ask that our clients take the time to fill out the "Delivery Requirements" form.

9. DELIVERY INSPECTION REPORT: In an effort to help protect both Smiths Detection Inc. and our clients, we ask that before signing for receipt of your equipment, you take a few minutes to conduct a thorough evaluation of the exterior of the system and complete the "Delivery Inspection Report" provided by the contracted trucking company.

10. STORAGE FEES: A storage fee will be applied monthly up to the maximum allowed by law on all repaired and overhauled units if delivery is not taken within five (5) days of notification.

11. WARRANTIES: See the attached "Warranty", which is incorporated herein by reference.

12. TRADEMARKS/COPYRIGHTS: Smiths makes no warranty that the Order Goods/Equipment are free from, and shall not be liable to Customer for, infringement of the intellectual rights (including patents, trademarks and copyrights) of others, and Customer agrees to assume all risks associated therewith. Customer agrees to hold Smiths harmless against any claim for infringement arising out of compliance with Customer's drawings, specifications, requirements or instructions.

13. LIMITATIONS OF LIABILITY AND INDEMNITY: (A) Customer and Operator understand that the Goods/Equipment are designed to be used as tools by personnel trained in attempting to detect the possession and/or transportation of threatening materials. The level of success of such detection attempts is dependant on numerous factors, including but not limited to, the sophistication of efforts to conceal such materials, the size, type and quantity of the conditions. Accordingly, Smiths makes no guaranty or warranty as to the results that will be achieved through the use of the Goods/Equipment, and it is agreed that the sole responsibility for such results shall be borne by Customer.

Accordingly, Smiths makes no guaranty or warranty as to the results that will be achieved through the use of the Goods/Equipment; and it is agreed that the sole responsibility for such results shall be borne by Customer.

(B) AS PROVIDED IN THE WARRANTY INCORPORATED HEREIN PURSUANT TO SECTION 11 ABOVE, SMITHS' LIABILITY FOR BREACH OF WARRANTY SHALL BE LIMITED TO THE REMEDIES THEREIN PROVIDED. WITH RESPECT TO OTHER BREACHES OF CONTRACT, SMITHS SHALL HAVE NO LIABILITY IN EXCESS OF THE AMOUNT OF THIS ORDER. IN NO EVENT SHALL SMITHS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM COST OF SUBSTITUTE PROCUREMENT, LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF REVENUES, LOSS OF BUSINESS, OR FAILURE OR DELAY IN PERFORMANCE, WHETHER BASED ON BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT OR ON ANY STRICT LIABILITY THEORY, EVEN IF SMITHS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. NOR SHALL SMITHS BE RESPONSIBLE FOR ANY CLAIM AGAINST CUSTOMER BY A THIRD PARTY.

(C) To the fullest extent permitted by applicable law, Customer shall defend, indemnify, and hold harmless Smiths and its affiliates and their respective officers, partners, directors, employees, agents, successors, and assigns ("Smiths Parties") from and against any and all losses, claims, damages, liabilities, expenses (including, without limitation, fees and disbursements of legal counsel and expenses of litigation) or other obligations (collectively "Losses") and threatened Losses to the extent they arise from or in connection with the purchase and/or operation of the Goods/Equipment by Customer or Owner, including but not limited to any of the following: (i) the death or bodily injury of any agent, employee, customer,



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business invitee, or business visitor or other person, and the damage, loss, or destruction of any real or tangible personal property; (ii) any action taken by or on behalf of Customer in the performance of this Order that causes Smiths to be obligated to indemnify, defend, and/or hold harmless any third party; (iii) any claim, demand, charge, action, cause of action, or other proceeding resulting from an act or omission of Customer, its employees, agents, or subcontractors acting in its or their capacity as an employer or potential employer with respect to the claimant; and (iv) any claim by Customer or Operator, whether based on warranty or other contract breach, negligence or other tort or on any strict liability theory, for matters disclaimed in subsection (B) above. Customer shall fully indemnify and completely hold harmless the Smiths Parties as provided above, whether or not negligence or other fault of any of the Smiths Parties contributed to, or is claimed or alleged to have contributed to, the claim, action, damage, loss, cost, liability or expense. The only instance in which Customer shall not fully indemnify and completely hold harmless the Smiths Parties as set forth above is where the claim is based solely upon the alleged fault of Smiths and Smith's fault is adjudicated to be the sole cause of all of the Losses.

(D) Smiths shall not be liable for failure to deliver, for delay in delivery, or for any losses or damage to Customer, or to the Goods/Equipment occasioned by delays, in the performance of Smiths obligations, due to: (i) any cause beyond Smiths reasonable control or the control of Smiths suppliers or subcontractors; (ii) an act of God, act or omission of Customer, act of civil or military authority, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation; or (iii) any other commercial impracticability.

(E) The conditions to performance specifically stated in this provision and elsewhere in this Order shall be the only conditions precedent or subsequent to an absolute duty of performance on the part of Customer and Smiths. Any official action or legal proceeding by Customer in connection with this Order, other than provided for elsewhere in this Order, must be commenced within one (1) year from delivery. In no event of breach or repudiation of this Order by Smiths shall Smiths be liable for indirect, special, third party, incidental, or consequential damages, including without limitation lost profits, data, or goodwill, and Customer hereby agrees not to make any such claim on Smiths. Customer agrees to defend, indemnify and hold harmless Smiths from and against any claim, loss, liability, expense or damage (including liens or legal fees) incurred by Smiths with respect to any of Customers export or re-export activities contrary to Section 19 Export & Import Controls.

14. TAXES: Sales and use taxes, payable by Customer, which are presently or may hereafter be imposed by any taxing authority, are not included in the sale price. Any direct or excise tax or import or customs exaction payable by Smiths, which may hereafter be imposed by any taxing authority, wheresoever located, upon the manufacture, sale or delivery of products covered by this order, or any increase in rate of any such tax or import or customs exaction now in force, shall be added to the sales price. If such charge is not collected at the time of payment or sale price, Customer will hold Smiths harmless.

15. CHANGES AND TERMINATION: (A) Smiths shall have the right, in its sole discretion, to terminate this Order if Customer: (i) is unable to pay its debts generally as and when they become due; (ii) is the subject of a legal process declaring it insolvent; (iii) ceases or threatens to cease carrying on its business; or (iv) commits a substantial breach of this Order which is incapable of remedy.

(B) Customer may make a written request for amendment, modification, or termination. If a request for amendment or modification is accepted by Smiths, and any changes cause an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the Order shall be modified in writing accordingly. Wherever the cost of property made obsolete as a result of the change is included in the price adjustment, Customer shall have the right to prescribe the manner of disposition of such property. If request for termination is accepted by Smiths, equitable provision shall be made to Smiths for a recoupment of all costs incurred under the Order and for reasonable profit based on time and costs expended. The Order shall continue in effect until such time as payment is received. A written request as specified herein shall give Smiths adequate reason to demand written assurance of Customer's ability and intent to carry out the Order.

16. MERGER AND SEVERABILITY: This Order contains the total agreement of the Parties, and all agreements entered into prior to or contemporaneously with the execution of this agreement are excluded whether oral or in writing, except that a contemporaneous writing, signed by both Parties, and firmly attached to this tender, shall be considered part hereof. If any provision of this Order shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not effect the remaining provisions of this Order, all of which shall remain in full force and effect.

17. DISPUTE RESOLUTION, GOVERNING LAW, AND FORUM: (A) This Order shall be governed by, and construed in accordance with, the laws of the State of [jurisdiction], without the application of conflict of laws principles. THIS ORDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. Notwithstanding the foregoing, the federal laws of the United States of America shall be the governing laws, to the extent appropriate, with respect to issues involving patent, copyright, or trademark.

(B) In the event a dispute arises under or relates to this Order, the Parties shall diligently attempt to resolve the dispute within thirty (30) days from the date either Party gives written notice to the other of its intent to invoke this provision, during which period neither Party may commence legal action to assert its rights against the other. In the event the Parties do not resolve the dispute within the thirty (30) day period referenced above, either Party may institute legal action to pursue any right or remedy it may have against the other Party. Any legal action or proceeding with respect to this Order shall be brought and maintained in the courts of the State of [jurisdiction] or of the United States of America for the District of [jurisdiction]. By execution of this Order, Customer hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. No action in law or equity arising out of this Order may be brought by Customer more than two years after the cause of action has first arisen.

(C) Customer further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding if such process shall be in writing and either shall be delivered in person or sent by registered or certified mail (return receipt requested), postage pre-paid, and addressed to Customer at the address of Customer for notices under this Order. Nothing herein shall affect the right of Smiths to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Customer in any other jurisdiction.

(D) Smiths shall have the right to collect from Customer its reasonable expenses, including attorneys' fees, incurred in enforcing this Order.

(E) The rights and obligations herein shall survive completion of the final payment under this Order.

18. CONFIDENTIALITY: The Parties agree that, in the course of performance of this Order, it may be necessary and desirable for them to exchange confidential information. For example, all updates, repairs, replacements, fixes, modifications, and other changes to the Goods/Equipment shall be considered Smiths proprietary information. To accomplish this confidentiality, the Parties agree as follows: any Party disclosing confidential information to the other Party shall identify such information as confidential when disclosing it. The receiving Party shall not disclose confidential information of the disclosing Party to any person outside its employ, except when authorized by the disclosing Party. Any Party receiving confidential information under this Article shall maintain such information in confidence in the same manner it protects its own confidential information and shall use it only for the performance of this Order, and for no other purpose.

19. EXPORT AND IMPORT CONTROLS: Customer acknowledges and agrees that the Ultimate Destination of the Order Goods/Equipment is in the United States, unless otherwise agreed to in writing. Customer shall not authorize or permit its employees, distributors, customers, brokers, freight forwarders, and/or agents to export or re-export any of the Order Goods/Equipment to any foreign person without complying with applicable import and export laws and regulations of Customer's country and of the United States, including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). Customer agrees to obtain and properly utilize U.S. Government export authorization



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prior to exporting or re-exporting the Order Goods/Equipment, either in their original form or after being incorporated into other end-items.

20. NOTIFICATION: Customer agrees to notify Smiths immediately if Customer is listed in any Denied Persons List, Entity List, or Specially Designated Nationals List, or if Customer's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

21. LICENSE AND OWNERSHIP: To the extent that the Order Goods/Equipment contain or are software, Smiths hereby grants to Customer a non-exclusive, non-transferable, personal license to use the software and related documentation. Customer's use of the Order Goods/Equipment conclusively evidences its acceptance of this license and this Order, including this Section 20. Title to the software shall at all times remain with Smiths. Customer agrees that the software, all enhancements, related documentation, and derivative works are, and will remain, the sole property of Smiths and includes valuable trade secrets. Customer agrees to treat the software and related documentation as confidential and to not copy, reproduce, sub-license, or otherwise disclose the software and related documentation to third parties. Customer agrees to not disassemble, decompile, reverse engineer, create derivative works from or otherwise translate, customize, localize, modify, add to, or in any way alter, rent, or loan the software or related documentation.

22. ASSIGNMENT: Neither Party shall assign this Order without the prior written consent of the other Party, except that Smiths may assign it to any of its parent, sister, or affiliate companies.

23. RELATIONSHIP: Nothing in this Order shall be construed to place the Parties in the relationship of partners or joint ventures, and the Parties shall have no power to obligate or bind the other in any manner whatsoever.

24. HEADINGS: Any headings or paragraph titles are for the convenience of reference only and shall not define, limit, or extend the scope or intent of this Order or any provision thereof.

25. PROPRIETARY INFORMATION STATEMENT: This quotation contains information proprietary to Smiths Detection, Inc. No part of this information may be reproduced or transmitted in any form without the prior written permission of Smiths Detection Inc. This quotation supersedes all previous quotations and is valid for 90 days from date of issue, unless otherwise stated.

26. INSTALLATION & TRAINING: This Installation and Training provision only applies to X-Ray equipment. Installation is not included for TRACE products unless otherwise denoted on quotation. The cost of installation and training, for the X-ray equipment (160 Kv or lower) purchased, is included within Smiths Detection Inc.'s proposal, provided the installation is scheduled within 90 days from the date the unit shipped. This includes one visit to the client's facility where the installation and training will be conducted during normal business hours Monday through Friday. Please note that installation and training is only included for equipment delivered and installed within the 48 contiguous States. Once the client receives the equipment, they must contact the Smiths Detection Inc. Service Department at 800-297-0955 to confirm receipt and a visit will be scheduled for a mutually agreed upon date. During this visit, the technician will install the X-ray unit (160 Kv or lower), which includes a Radiation Survey and calibration of the equipment as well as train the client's personnel on the start-up and fail-safe features, basic usage and software features of the equipment purchased.

Warranty Statement

- (A) Smiths warrants that the Goods/Equipment sold by Smiths, and that is manufactured by Smiths, (a) conforms to Smiths specifications, and (b) is free from defects in materials and workmanship (under normal usage and provided that Smiths' operation and maintenance instructions are followed by competent personnel) appearing within the applicable warranty period set forth in Appendix A. Normal wear and tear shall not be considered a defect.
- (B) For equipment that is not manufactured by Smiths, Smiths' only responsibility is to assign to its customer any manufacturer's warranty that does not prohibit such assignment.
- (C) Equipment and parts that are consumed in normal operation are not covered by this warranty.
- (D) If the Customer or Operator, as the case may be, discovers a defect within the applicable warranty period, it must be reported to Smiths service department at 1-800-297-0955 immediately upon discovery.
- (E) Within a reasonable time after proper notification, Smiths shall, during its normal business hours, Monday through Friday, correct any defect covered by this warranty with either new or used replacement parts, without charge, subject to the further applicable terms and conditions set forth in Appendix A. The original duration of this Warranty shall remain applicable to those parts not repaired or replaced. Any part repaired or replaced is warranted to conform to Smith's specifications and to be free from defects in materials or workmanship appearing within a period after repair or replacement equivalent to the warranty period originally applicable to the Goods/Equipment of which it is a part, subject to the other terms of this Warranty. The above remedies are the exclusive remedies of Customer and Operator, and the sole responsibility of Smiths, for breach of this Warranty.
- (F) Smiths' warranty ceases to be effective if Purchaser fails to operate and use the equipment sold hereunder in a safe and reasonable manner in accordance with Smiths' written instructions.
- (G) Neither Customer nor Operator shall be entitled to any remedy under this Warranty with respect to
 - (i) Goods/Equipment that has been subjected to any alteration, disassembly, tampering, modification, or repair without prior authorization by Smiths;
 - (ii) Goods/Equipment subjected to experimental running or any type of operation or use other than that for which the Goods/Equipment is designed;
 - (iii) Goods/Equipment from which Smiths' and/or vendor's trademark or serial number has been altered, removed, or obliterated without Smiths' written permission, excluding any alteration, removal, or obliteration directly caused by accident or mishap;
 - (iv) Goods/Equipment that has been in storage or immobilized for one year or more after delivery.
- (H) SMITHS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE; AND THE EXPRESS WARRANTY SET IN THIS ARTICLE IS IN LIEU OF ANY SUCH WARRANTY AND ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF SMITHS.
- (I) For purposes of the exclusive remedies set forth in this Warranty, and the limitations of liability set forth in Section 13 of the Terms and Conditions of Sale into which it is incorporated, "Smiths" shall be deemed to include Smiths, its subsidiaries, and their affiliates, directors, officers, employees, agents, representatives, subcontractors, and suppliers of all of them.
- (J) This Warranty is non-transferable and is applicable only to the original Customer or Operator.
- (K) This Warranty shall not be extended, altered or varied except by written instrument executed by Smiths.



Smiths Detection

Quotation for:

Sugarland Fire

10405 Industrial Blvd.

Sugarland, TX 77478

DATE: 4/12/2011

QUOTATION NO.: O6UJ9A0004ZA

PAGE NO.: Page 6 of 6

TERMS: Net 30

VALID UNTIL: 7/11/2011

DELIVERY: See Terms & Conditions Summary Page

WARRANTY: One year parts and labor

DELIVERY TERMS: EX Works Danbury, CT

Federal ID#: 22-355-2823

Item	Qty	Part No.	Description	Base Price	Net Price
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(L) Any official action or legal proceeding for breach of this Warranty must be commenced within thirty (30) months after acceptance of the Goods/Equipment.

LCD 3.3

HIGH PERFORMANCE CWA IDENTIFIER AND TIC DETECTOR



Feature Highlights

- Detects and identifies a wide range of Chemical Warfare Agents (CWAs)
- Includes a library of detectable Toxic Industrial Chemicals (TICs)
- Small and lightweight
- Up to 75 hours continuous use from a single set of commercial AA batteries
- Designed to operate even in the most extreme environments
- Uses advanced, non radioactive IMS technology

The LCD 3.3 is a light and versatile CWA and TIC detector.

An advanced warning device that alarms to gas and vapour threats detected and identified at or below immediately dangerous to life and health (IDLH) levels, by determining the agent or type, class, concentration and dosage of chemical exposure. It can also be used as a screening and survey device.

The LCD 3.3 can be handheld or clipped to a belt or harness, to enable the user to undertake their primary role without obstruction. It features both audible and visual alarms plus a clear, easy-to-read liquid crystal display.

The device is very simple to operate and requires no calibration or complicated routine maintenance. The advanced performance of the LCD 3.3 combined with its ergonomic design and functionality provides a wide range of user capabilities while ensuring a minimal logistical burden.

The LCD 3.3 is backed by first rated service, training and support to ensure optimum product performance.

Additional Features:

CWA: for the detection and identification of chemical warfare agents

TICs: for the detection of toxic industrial chemicals

Survey: for the detection of residual persistent contamination

Detects, identifies, measures and warns personnel of chemical agent threats at levels below attack concentration.

Fully user configurable via the advanced menu driven display.

Supplied with a carrying pouch to allow hands-free operation. The pouch can be mounted on clothing, belt or harness.

The unit can be fitted with a survey nozzle (supplied) to aid in the detection of residual persistent contamination while in survey mode.

Data logging records up to 72 hours of mission data for future analysis. RS232 protocols connectivity allows post mission analysis and software updates.

Visit our accessories page to find out what options are available to you [\[more\]](#).

Specifications

Size	10.54 x 17.93 x 4.72 cm (4.15 x 7.06 x 1.86 in)
Weight	0.65kg (1.5 lbs) including batteries
Power	9 Vdc
	110/240V ac using PSU (Power Supply Unit)

Batteries	4 x AA lithium ion or 4 x AA alkaline manganese dioxide (re-chargeable AA batteries can be used)
Detection Technology	Advanced non rad Ion Mobility Spectrometry
Agents Detected	Nerve, blood, blister, choking and a selected library of TICs
Accessories	Additional accessories are available to increase the capability of the LCD 3.3

Associated products

LCD 3.2E

- Small, lightweight, continuous, real-time detector of CW agents and toxic chemicals.
- Enhanced IMS technology using a non-radioactive source.
- Communication port for use with computer, ear piece or network systems.
- 40 + hours on AA type batteries.
- Available in five colours

