

Meese Orbitron Dunne Company

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Shaping Your Ideas In Plastic QUOTATION

www.modroto.com

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Custom Rotational Molding

DATE: 5/23/2011

To: **Iris Consortium**
1200 New York Ave. NW
Suite 800
Washington DC 20005

ATTN: **Ruth Sobel**
PHONE: **202-682-2220 ext.103**
ENG QUOTE: **bw10047 & bw10049**
EMAIL: ruth@iris.edu
SALESMAN: **Jay McMellen**

CUSTOM ROTATIONAL MOLDING
Automotive
Marine
Furniture
Aircraft
Recreational
Industrial OEM Components

MATERIALS
Polyethylene- All grades
Flamolin
Polycarbonate
Vinyl
EVA
Thermoplastic
Fluoroplastics
Acetal Copolymers
Polyurethane Foams

Thank you for your inquiry on which we are glad to quote, subject to conditions below and so stated on the Standard Terms and Conditions sheet attached:

IRIS TANK ASSEMBLY

LID TOOL	\$16,500.00
SHORT TANK TOOL	\$29,950.00
TALL TANK TOOL	\$47,950.00

TALL TANK ASSEMBLY	\$1,945.00 COST PER PART
SHORT TANK ASSEMBLY	\$1,250.00 COST PER PART

*QUOTE IS BASED ON CUSTOMER SUPPLIED INFORMATION.

*QUOTE INCLUDES (1X) LOCKING LID WITH GASKET, (1X) SHORT TANK OR TALL TANK WITH TWO WELDED IN PE PLATES AND BULKHEAD FITTINGS.

*TOOLING QUOTES ARE AN ENGINEERING ESTIMATE.

*THE LID TOOL CAN BE USED FOR BOTH THE SHORT AND TALL TANK ASSEMBLIED.

*THE CUSTOMER WILL ONLY NEED TO BUY ONE LID TOOL.

TOOLING REQUIRES 50% DOWN AND 50% DUE UPON DELIVERY AND EXCLUDES FREIGHT

PLASTIC, A BY PRODUCT OF PETROLEUM, WILL FLUCTUATE GREATLY IN PRICES AND DELIVERY, SO PRICES AND DELIVERIES WILL BE SUBJECT TO CHANGE WITHOUT NOTICE, REGARDLESS OF PURCHASE ORDER DATES, PRICES, AND OR RELEASES.

PRODUCTION IS CONTINGENT ON DELIVERY OF TOOLS AND RAW MATERIALS AND RECEIPT OF SUCH IS BASED ON DELIVERIES BY OUTSIDE SOURCES, SO WE CANNOT BE RESPONSIBLE FOR PRODUCTION DELAYS CAUSED BY DELINQUENT TOOL OR RAW MATERIAL DELIVERIES

MOD MATERIAL SPECIFICATIONS:

DELIVERY:

TOLERANCE:

If tooling is necessary and is purchased by the customer, same becomes the customer's property and may be removed at any time.

The above prices are for immediate acceptance and are subject to change until acceptance of order.

Terms: Production Parts: 30 Days Net
Dies, Molds, and special Equipment,
Net 10 Days and billed when samples
are submitted FOB our dock.

Sincerely,
Robert W. Dunne, President
rdunne1@usa.net

Signed: 

Prices shall be increased without notice sufficient to compensate for any tax hereafter enacted by any government authority or because of increases in cost of manufacturing, processing or sales resulting from the operations of any federal, State, or Municipal law or regulatory measure hereafter adopted. Mold and dies sent to us for production are subject to our inspection and if repairs are required this cost is to be borne by the customer. Delivery is contingent upon strikes, fires, causes beyond our control.

Delivery on Dies, Molds and Special tools are estimates only and are subject to revision due to unforeseen conditions.

DESIGN * RESEARCH * ENGINEERING * MANUFACTURE

STANDARD TERMS AND CONDITIONS OF MANUFACTURE AND SALE

All of our prices are net, thirty days, and are f.o.b. our factory at our plant. Contracts or orders are subject to approval of our credit department. We shall have the right to modify, change, or withdraw, credit terms at any time without notice and to request guaranties, security, or payment in advance for the amount of credit involved. We shall have the right to terminate all contracts and orders when any work done and invoiced thereon shall have gone unpaid for sixty days, and interest at a rate of 1/2 percent per month shall be charged.

Any unpaid account for any manufactured parts or for mold, jig, or fixture work shall constitute a lien of any molds, jigs, fixtures, tool, and/or manufactured parts in our possession. In the event a customer's account either for molds, jigs, fixtures, tools and/or parts remain open and unpaid for a period of ninety days, we reserve the right to use customer's molds, jigs, fixtures, and/or tools to make and sell parts therefrom, and further, to sell or dispose of any manufactured parts.

Manufactured parts will be shipped and billed as they are produced. We do not carry parts in stock, unless under specific agreement.

SHIPMENT: In ordering, the buyer should state explicitly the method of shipment preferred and in absence of shipping directions the seller will use discretion.

All prices quoted herein or otherwise represent our selling prices and are subject to the addition of any Federal, State, or Local taxes which are now in effect or which may be imposed in the future, and also to the addition of other costs resulting from other legal requirements, regulations, or restrictions.

Orders for molds, tools, jigs, and/or fixtures are accepted subject to payment in full of order. Concerns with approved credit will be extended terms on half payment with order with the balance upon delivery of sample molded parts.

This order is accepted upon the basis of the cost of labor and/or materials as of the date of this acknowledgement. A change in the costs of labor and/or materials during production of this order shall give us the right to alter prices hereon to reflect such changes in costs.

This order is accepted in expressed agreement that is not subject to cancellation, change, reduction in amount, or suspension of deliveries, except with our consent and upon terms which indemnify us against loss. All verbal agreements except as confirmed in writing are void.

This order is accepted on the basis of continuous or intermittent production as indicated on the face of this acknowledgement, and smaller runs as subject to increases in prices.

Delivery to the customer of finished parts depends upon receipts by us of materials, and of tools, jigs, fixtures, and molds. Estimated delivery dates are based on statements of suppliers and are not guaranteed. We use our best efforts to complete delivery on estimated dates, but we assume no liability for failure to do so.

We assume no responsibility for any loss or damage occurring by reason of delay or inability to deliver caused by fire, strikes, accident, embargoes, car shortage, delays of carriers, insurrection, riot, acts of civil or military authorities, nor will we assume responsibility for damages of any kind whatsoever on account of failure to deliver at the time specified for any reason whatsoever.

Samples submitted shall be deemed approved if written notice of rejection is not received within two weeks after date of submittal.

Unless otherwise stated, the finish includes only such polish as is obtained directly from the manufacturing process, a tooling condition excepted.

Delivery of ten percent more or less than the quantity specified shall constitute fulfillment of this order and any excess not exceeding ten percent shall be taken and paid for by the customer.

INSPECTION AND TOLERANCES: All dimensions must be limited by specified tolerances; when not specified by the buyer, it is understood that commercially recognized tolerances will apply. When a sample is supplied for duplication without a blue print all dimensions shall be considered as fractional unless otherwise specified, and dimensions of the sample will be considered "mean" dimensions. **Commercially recognized spot inspection procedures will be followed by the seller unless specifically arranged otherwise.**

It is definitely understood that concentricity is not a dimension and when required must be specified separately from dimension and will be subject to inspection only at the point where the relation is shown on the blue print. When concentricity is not specified the work will be manufactured in the most economical manner without particular regard to the concentricity, and quotations are made and orders accepted on this basis.

When buyer purchases pursuant to his own specifications, the seller will not be responsible for the design and fitting of parts; the conforming of the seller's product to the specified tolerances is sufficient as to the correctness of the product.

Claims for shortage or rejections for defects must be made within ten days after receipt of goods. Credit or replacement at Sellers option will be rendered on such defective parts provided they are returned to our factory, transportation charges paid, within thirty days after date of shipment, and after we have had an opportunity to inspect them. Credit or replacement will not be issued on any parts which have been altered or defected in any way, or upon which an additional operation has been performed. Seller is to have the option to give credit or replacement.

All claims for breakage, damage and losses should be made direct to the transportation company. Acceptance by carrier constitutes delivery and our liability ceases when they accept delivery.

The customer agrees to pay for charges for changes in molds, tools, jugs, and/or fixtures made necessary by changes in specifications, and also agrees to assume all risk of resultant damage.

We will not be responsible for changes in design, deliveries; or instructions made of any kind unless they are submitted in writing.

Inserts or other supplemental parts supplied by the customer shall exceed by a minimum of ten percent the number required to fill this order, and shall be delivered prepaid, f.o.b. our plant. Such inserts or parts are subject to approval of designs by us; must be uniform, accurate and free from burrs. We assume no liability for damages to molds, tools, jigs, or fixtures caused by defective inserts or supplemental parts, nor for manufactured parts which are made with inserts furnished by the customer and later found defective.

If special gauges, fixtures, or other tools are required, they must be furnished by the customer or paid for by the customer if we supply them. If special inspections are required, we will bill customer for them.

If an order covers articles specifically made for him, customer agrees to indemnify and hold us harmless against any loss resulting from infringement of patents or trademarks.

Our engineering staff, when requested, will serve customers in submitting suggestions concerning design and construction of parts and will recommend materials, but we will not assume any responsibility or liability for the practicability of these suggestions or recommendations if adapted by the customer.

In consideration of the engineering service necessary in the designing of molds, tools, jigs, and fixtures which is not charged for – molds, tools, jigs, and fixtures being quoted on the basis of labor and material only and not at their fair market value, - all molds, tools, jigs, and fixtures shall remain in our possession for at least one and one-half years. Thereafter, the customer desiring delivery thereof, shall pay a charge of forty per cent above the original billing price of said molds, tools, jigs, and fixtures and accept same as is.

We agree to maintain all molds, built by us, in operating condition for ordinary life only, except that our liability in this regard shall not extend for more than one year after the completion of the most recent production order. Molds furnished by or altered by customer shall be maintained by customer. Parts produced from such molds cannot be guaranteed by us. We do not insure customer's molds in our possession. Insurance is the responsibility of owner.

In case of dissolution of customer, molds, tools, jigs, and fixtures in our possession which have not been fully paid for, and the rights to use them and to dispose of parts made from them shall become our property as partial satisfaction of unpaid account, unpaid engineering charges, and unliquidated damages.

This sale is f.o.b. carrier at our plant or other indicated shipping point, and buyer shall pay all freight charges. Title is to pass at f.o.b. point of shipment. Seller shall not be liable for any delay, loss, damage or charges after delivery of goods to the carrier f.o.b.