

Inertial Science, Inc.

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April 22, 2004

Daniel Gaines
JPL

Reference: ISIS-IMU Quotation

Dear Mr. Gaines:

Thank you for the opportunity to provide this quotation in response to your request. Should you choose Inertial Science, Inc. for your current application, we trust our product quality and value will exceed your expectations. Our pricing information and delivery schedule are as follows:

Item	Qty.	ROM - Unit Price (USD)	Note
ISIS-IMU	1	8,000.00	Export of this item is controlled by US State Department under International Traffic in Arms Regulation (ITAR), category XII. Please contact Office of defense Trade Control (ODTC PM/MC, Room 200, SA-68 • US Department of State • Washington DC20522-0602) before any attempt to export this item out of U.S.

Delivery Schedule: First unite shipped 6-8 weeks ARO or after receiving **Export License (if applicable)**.

Terms & Conditions: This quotation is valid for 60 days from above date. Payment terms are **Net 30** from our delivered date. Delivery is FOB Newbury Park (LAX), CA, U.S.A. Inertial Science, Inc. Terms and Conditions of Sale apply. (See attached)

Please do not hesitate to contact us for further assistance. For technical questions or comments, please contact Joseph Silva at (805) 499-3191. All others including PO should be forwarded to Dennis Kim at (805) 499-3191 or email at denniskim@inertialscience.com

We sincerely welcome your inquiries or comments, to be able to better provide you with excellent service.

Sincerely,

Dennis Kim

TERMS AND CONDITIONS OF SALE

1. ISI will obtain required U.S. permits and licenses relating to the export of the IMUs.
2. Price is F.O.B. ISI's plant of manufacture unless otherwise specified. Prices shown herein are subject to change without notice. Purchase prices are stated in United States Dollars and payments shall be in United States Currency. Invoice terms are net 30days unless otherwise specified. ISI reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security or payment in advance of the amount of credit allowed.
3. ISI reserves the right to start production and commit funds in time to meet Buyer's delivery date based on conditions in its plant and lead-time required by ISI's supplies. In the event of default, breach, or cancellation by Buyer, Buyer shall be responsible for any losses resulting there from.
4. Shipping dates are given to the best of ISI's knowledge based upon conditions existing at the time the order is placed and information furnished by Buyer, ISI will, in good faith, endeavor to ship by the estimated shipping date but shall not be responsible for any delay or any damage arising there from. Furthermore, ISI shall not be liable for any failure to perform its obligations under this Sales Contract resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer, acts of civil or military authority, priorities, fire, strikes, or other labor disputes, accidents, floods, epidemics, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond ISI's reasonable control whether similar or dissimilar to the foregoing.
5. Buyer's order may not be modified or rescinded except in writing signed by ISI and Buyer. If all or part of Buyer's order is terminated by such modification or rescission, Buyer, in the absence of a contrary written agreement between ISI and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles plus a reasonable profit, except that any products scheduled for completion within 60 days of Buyer's request for termination or rescheduling will be accepted and paid for in full by Buyer.
6. ISI warrants to Buyer that at the time of shipment the products will be free from defects of material and workmanship and will conform to the applicable ISI drawings and specifications. Should any such defect become apparent within 12 months from delivery thereof to Buyer, ISI's sole obligation under this warranty will be limited to either, at ISI's option and expense, repairing, replacing or extending credit for the products or parts thereof returned to ISI by Buyer, F.O.B. ISI's plant, and which ISI reasonably determines do not conform to the warranty and Buyer's exclusive remedy for breach of such warranty will be enforcement of such obligation.
7. The foregoing warranty is exclusive and in lieu of all other warranties, whether express, implied or statutory, including, but not by way of limitation, any warranty of merchantability of fitness for any particular purpose.
8. In the event Buyer claims that ISI has breached any of its obligations under the Sales contract, whether by warranty or otherwise, ISI may request the return of the products and tender to the Buyer the purchase price theretofore paid by Buyer and, in such event, ISI, shall have no further obligation under the Sales Contract, except to refund such purchase price upon redelivery of the products. If ISI so request the return of the products, the products shall be redeliver to ISI in accordance with ISI's instructions at ISI's expense.
9. In no event shall ISI be liable for incidental or consequential damages nor shall ISI's liability for any claims or damage arising out of or connected with the sales contract or the manufacture, sale, delivery or use of the products exceed the purchase price of the product.
10. In the event any product to be furnished under this sales contract is to be made in accordance with drawings, samples, or manufacturing specifications designed by Buyer, Buyer agrees to hold ISI harmless from any and all damages, costs and expense relating to any claims arising from the design, manufacture or use of the product or arising from a claim that such product furnished to Buyer by ISI.
11. ISI reserves the right to make changes in the design of its products at any time without incurring any obligation to make equivalent changes in products previously manufactured or shipped. All tooling used to produce the product to be furnished under this sales contract is the property of ISI.