



Surface Roughness Standards

Dated:

Visit our website at www.willrich.com

Item	Order Number	P.C.	Description			
	2008143	SC	ROUGHNESS STAND. W/CERT,SINGLE PATCH,RA & RZ USING 5UM STYLUS Ra= 118.5 uin/3.01um & Rz= 384uin.9.75um			
	530-RS7	SC	PRECISION REFERENCE SPECIMEN RA=1.0UM, W/HARD TOP LAYER			
	2243692	SP	ROUGHNESS STANDARD: ONE SIDED TYPE 528E CERT W/5UM STYLUS			
	2242058	SC	PRECISION REFERENCE SPECIMEN RA=0.3UM - SINUSOIDAL TYPE C1			
	529-RS6	SC	PRECISION REFERENCE SPECIMEN RA=0.1UM, W/HARD TOP LAYER			
	2248514	SC	PRECISION REFERENCE SPECIMEN, RA=6.5UM, W/HARD TOP LAYER			
	2238983	SC	ROUGHNESS STANDARD W/CERT,DOUB PATCH,RA=118, W/5UM STYLUS			
	2246001	SC	ROUGHNESS STAND. W/CERT,TRIPLE PATCH,RA & RZ USING 5UM STYLUS			



Mahr Inc.

1144 Eddy Street
 Providence, RI 02905 U.S.A.

Phone: (401) 784-3100
 Fax: (401) 784-3246

PROPOSAL

Date: 12/5/2017

Proposal Number: DM120517-1

Item	Order Number	P.C.	Description	Qty.	Unit Price (US \$)	Ext. Price (US \$)	
	2238177	SC	PGN-1 GEOMETRIC STANDARD, WITH CERT. TRACEABLE TO NIST		\$1,670.00		
	6820602	SC	PGN-1 GEOMETRIC STANDARD, LESS CERTIFICATION.		\$1,680.00		
	2238178	SC	PGN-3 GEOMETRIC STANDARD, WITH CERT. TRACEABLE TO NIST		\$2,120.00		
	6820601	SC	PGN-3 GEOMETRIC STANDARD, LESS CERT- ORDER W/CERT 9027715		\$1,680.00		
	6820605	SC	OBSOLETE		\$0.00		
	6820420	SC	PRN-10 ROUGHNESS STANDARD WITH MAHR GERMAN CERTIFICATION		\$844.00		
	2240360	SC	PRN-10 STANDARD W/NIST CERT FOR RA & RZ USING 2UM STYLUS		\$1,080.00		
	2223604	FP	PMD-90101, CERTIFIED, REF.SPECIMEN SINGLE PATCH, 125UIN RA		\$433.00		
	6820426	SC	SUPERFINE ROUGHNESS STANDARD W/O CAL CERT.		\$3,080.00		
	CAL-SURF-SF	TM	NOT USED ANYMORE		\$0.00		
<p>PLEASE LOOK OVER THESE SPECIFICATIONS CAREFULLY. THIS IS NON-STOCKED PRODUCT, WHICH IS NOT RETURNABLE</p> <p>ALL AIR TOOLING REQUIRE MASTERS FOR BALANCING, IF NOT ORDERED, CUSTOMER'S MASTER MAY BE REQUIRED</p>							
<p>ALL ORDERS OVER \$1000.00, AND ALL ORDERS FOR DIMENTRON PLUGS, AIR TOOLING, AND MASTERS MUST BE IN WRITING - For Calibration Services call 1-800-486-8858 -</p>						<p>Page 2 Sub-Total</p>	<p>\$0.00</p>
						<p>Total</p>	<p>\$0.00</p>

*Payments begin upon receipt and acceptance of equipment for purchases through Mahr Financial Services

Estimated Delivery from Receipt of Order: weeks, subject to prior sale

FOB: Mahr Inc., Providence, RI
Minimum Charge: \$100 per order
Payment Terms: Net 30 days from invoice date*, subject to credit approval
 for international customers Payment in Advance
Quote validity: 30 days

by
Dave Martin
Mahr Inc.



MAHR INC.
STANDARD TERMS AND CONDITIONS OF SALE

1. **TERMS AND CONDITIONS OF SALE.** The terms and conditions appearing in this quotation shall constitute the complete agreement between the parties, and such terms and conditions supersede any prior or contemporaneous agreements or communications between the parties whether oral or written. The Purchaser may for convenience desire to utilize the Purchaser's form of purchase order or acknowledgment, contract or other document in connection with this transaction. HOWEVER, IT IS AGREED THAT ANY PROVISION OF SUCH DOCUMENT WHICH CONFLICTS WITH OR WHICH WOULD MODIFY OR ADD TO THE PROVISIONS HEREOF SHALL BE DEEMED TO BE WAIVED BY THE PURCHASER, VOID AND OF NO EFFECT, AND PREEMPTED AND SUPERSEDED BY THE TERMS HEREOF. Mahr Inc. ("Seller") is not obligated hereunder unless and until the Purchaser either has signed and returned the acknowledgment copy hereof or has submitted an order which the Seller has acknowledged and accepted, but in either case the terms and conditions set forth herein shall govern the sale, and the Seller hereby gives notice of its objection to any different or additional terms and conditions stated by Purchaser.
2. **TITLE AND RISK OF LOSS.** Title to, and risk of loss of the products sold hereunder shall pass to Purchaser upon delivery to the carrier at the f.o.b. point of shipment (Providence, R. I. unless otherwise specified).
3. **PRICES.** Prices and discounts are subject to change without notice. Written quotations automatically expire thirty (30) calendar days from the date of issuance, unless otherwise stated in the proposal.
4. **TERMS OF PAYMENT.** Standard terms of payment are net thirty (30) days from date of invoice (subject to credit approval) for direct purchases. Payments begin upon receipt and acceptance of equipment for purchases through Mahr Financial Services.
5. **PAYMENTS.** If, in the judgment of Seller, the financial condition of the Purchaser, at any time during the manufacturing process, or at the time the material is ready for shipment, does not justify the terms of payment specified above, Seller may require full or partial payment in advance. If Purchaser shall fail to comply with any provision or to make payments in accordance with the terms of this contract, Seller may at its option defer shipment or, without waiving any other rights it may have, terminate this contract. Any and all overdue accounts shall bear interest at the rate of one percent (1%) per month, payable on demand. Any and all collection charges and related attorneys fees and court costs incurred by the Seller are the liability of the Purchaser and will be paid on demand.
6. **DELIVERY.** Seller reserves the right to modify delivery dates to accommodate its production schedule, to deliver the products in more than one installment and to determine the quantity of products to be contained in each shipment. Delivery dates are the Seller's best estimates and are based upon the prompt receipt of information concerning the products.
7. **FORCE MAJEURE.** Seller shall not be liable for loss, damage, detention or delay resulting from causes beyond its reasonable control including, but not limited to, fire, strike or other concerted action of workmen, act or omission of any governmental authority or of the Purchaser, insurrection or riot, embargo, car shortage, wreck or delay in transportation, or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LABOR RESULTING FROM FAILURE OR DELAY IN DELIVERY.
8. **SHIPMENT CLAIMS.** Claims by Purchaser must be made within three (3) days after receipt of shipments and Seller shall have an opportunity to investigate any such claim by Purchaser. The shipment shall be conclusively presumed to be proper and conforming in all respects unless claims are made within said three (3) day period. Seller shall incur no liability for damage, shortages, or any other cause alleged to have occurred or existed at or prior to delivery to the carrier unless full details are entered on Purchaser's receipt to the carrier.
9. **RETURNING PRODUCTS.** Prior to the return of any products to the factory, Purchaser must submit a written request for authorization. The written request must reference the order number and explain in detail why approval to make the return is requested (address: Mahr Inc., 1144 Eddy Street, Providence, Rhode Island 02905). Note: Disposable items, such as batteries, are not returnable after their warranty period.
10. **WARRANTY:** Mahr Inc. ("Seller") warrants its catalog and modified catalog products to be free from defects in material and workmanship under normal use and service for a period of one year from date of original Purchaser's invoice. Upon receipt of prompt written notice from Purchaser referencing the order number and detailing the claimed non-conformity or defect, Mahr Inc. shall, at its option, repair or replace the product (f.o.b. Seller's factory in Providence, Rhode Island, or as otherwise specified). If the Seller's inspection fails to verify the claimed non-conformity or defect, the products will be returned to the Purchaser at its expense and the Purchaser shall pay to the Seller a handling charge equal to ten percent (10%) of the invoice value of the return products. Exception: Disposable items, such as batteries, are covered by a 30 day warranty.
- Repair or replacement of the product in the manner above is the exclusive warranty remedy and shall constitute complete fulfillment of all Seller's liabilities for breach of this Warranty without regard to whether any defect was discoverable or latent at the time of the delivery of the products to the Purchaser and is expressly made in substitution of any and all remedies otherwise provided under the Uniform Commercial Code. Seller assumes no responsibility hereunder for any product damage or failure caused by (a) improper installation, operation or maintenance of the product; or (b) normal wear and tear on wear parts. This Warranty shall be void in the event of unauthorized modification or servicing of the product.
- THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES OF QUALITY, WHETHER EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE). IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF WARRANTY UNDER THIS CONTRACT SUCH AS LOSS OF PROFITS OR PRODUCTION.
- The products shall conform to the contract if they meet the specifications thereof within the margins and tolerances usual or customary in the trade.
- Warranty on special or custom designed products will be furnished in lieu of the above, if different.
11. **PATENTS.** Seller shall indemnify Purchaser against attorney's fees or any damages or costs awarded against Purchaser in the event any legal proceeding is brought against Purchaser by a third person claiming the material delivered hereunder in itself constitutes an infringement of any United States patent, provided Purchaser gives Seller prompt notice of any suit being brought to give Seller the opportunity to defend such suit and cooperates with Seller with respect to such defense, unless the material is made in accordance with materials, designs, or specifications required by Purchaser, in which case Purchaser shall similarly indemnify Seller.
12. **PURCHASER'S RIGHT OF TERMINATION.** Purchaser shall have the right to terminate this order, in whole or in part, upon notice in writing to Seller. In the event of termination, Seller shall, as directed, cease work and transfer to Purchaser title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Purchaser shall pay Seller as follows: (1) the contract price for all products which have been completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost to Seller of special materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of commitments made hereunder.
13. **TAXES.** Any taxes, import or export duties or tariffs imposed with respect to the sale of the products which the Seller at any time either pays or must collect, shall be added to and paid as part of the purchase price.
14. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE SELLER BE LIABLE (a) FOR DIRECT DAMAGES IN EXCESS OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS CLAIMED TO BE DEFECTIVE, OR (b) FOR ANY SPECIAL CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WITH RESPECT TO THIS CONTRACT OR ANYTHING DONE IN CONNECTION HEREWITH, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.
15. **LAW.** The rights and obligations of Seller and Purchaser hereunder shall be governed by the Uniform Commercial Code as enacted and construed in the State of Rhode Island and the parties hereby agree to submit to the jurisdiction of the courts of the State of Rhode Island and the courts of the United States having jurisdiction in Rhode Island for the purpose of any litigation involving these contracts or products sold hereunder.
16. **MINIMUM ORDER VALUE:** \$100.00 for new products or parts. \$35.00 for repair or calibration services.