



Learning Resources

380 North Fareway Dr.
Vernon Hills, IL 60061
USA

Proposal Number: PAH00001917

Revision Number: d

Total Pages:

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Attention: Kim Pape

Project Proposal
Omega Refractor 200x60mm Telescope

Scope of Work:

(USD)

ASTM F963-07:
Physical/Mechanicals
Flammability
Total Lead & Soluble Heavy Metals
Total Lead - Substrate
Phthalates - 6 Regulated

EN71 - Parts 1,2,3:
Physical/Mechanicals
Flammability
Migration of Certain Elements

Items Included:

- Physical/Mechanicals**
1. Accessory Tray
 2. Finder Scope & Bracket
 3. Diagonal Mirror
 4. 2x Barlow Lens
 5. Eyepiece - H25mm
 6. Eyepiece - H12.5mm
 7. Eyepiece - H7mm
 8. Eyepiece Case
 9. Yoke and azimuth control knob
 10. Tripod support bracket
 11. Altitude control locking knobs
 12. Tripod leg attachment bolts and wing nuts
 13. Tripod leg adjustment knobs
 14. Optical Tube assembly
 15. Tripod Legs

- Flammability**
1. Accessory Tray
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15. Tripod Legs

Total Lead & Soluble Heavy Metals

Finder Scope & Bracket

1. Gold on scope tube

Optical Tube Assembly

1. Gold on scope tube
2. Black lettering on scope tube

Total Lead - Substrate

Accessory Tray

1. Black plastic

Finder Scope & Bracket

1. Black plastic parts
2. Metal screws
3. Plastic lens (screws out from black piece)
4. Copper wire (inside of viewing piece that unscrews)

Diagonal Mirror

1. Silver piece
2. Black cap on silver piece
3. White opaque piece
4. Black plastic base piece
5. Metal screw
6. Black plastic covering metal screw

2x Barlow Lens

1. Black plastic cap
2. Silver piece
3. Plastic lens
4. Black plastic tube
5. Composite black and silver '2x Barlow Lens' sticker
6. White opaque piece
7. Metal screw
8. Black plastic covering metal screw

Eyepiece #25mm

1. Silver piece
2. Black piece
3. Composite black and silver sticker

Eyepiece #H12.5mm

1. Silver piece
2. Black piece

3. Composite black and silver sticker

Eyepiece #H7mm

- 1. Silver piece**
- 2. Black piece**
- 3. Composite black and silver sticker**

Eyepiece Case

- 1. White opaque plastic**

Yoke and azimuth control knob

- 1. Black plastic**
- 2. Metal screw**
- 3. Black plastic around metal screw**

Tripod support bracket

- 1. Black plastic**
- 2. Metal screw**
- 3. Metal nut**
- 4. Metal (gold color) threaded piece in black plastic circular piece**

Altitude control locking knobs

- 1. Black plastic**
- 2. Metal screw**

Tripod leg attachment bolts and wing nuts

- 1. Black plastic**
- 2. Metal screw**
- 3. Black plastic nut**

Tripod leg adjustment knobs

- 1. Black plastic**
- 2. Metal screw**

Optical Tube assembly

- 1. Black plastic cap**
- 2. Black plastic**
- 3. Transparent Lens**
- 4. Black plastic piece on gold tube**
- 5. Black metal screws holding black plastic piece on gold tube**
- 6. Composite transparent and black 'Caution' sticker**
- 7. Metal screw**
- 8. Metal nut**
- 9. Adjustment knobs - black plastic**
- 10. Metal axle between adjustment knobs**
- 11. Composite transparent and black 'Model #' sticker**
- 12. Silver tube**
- 13. White opaque plastic piece**
- 14. Metal screw**
- 15. Black plastic piece around metal screw**

Tripod Legs

- 1. Black plastic leg**
- 2. Metal screw**
- 3. Black plastic at end of leg**

4. Black plastic in middle of leg
5. Silver threaded (near end of tripod leg) piece

Phthalates - 6 Regulated

Accessory Tray

1. Black plastic

Finder Scope & Bracket

1. Gold on scope tube
2. Black plastic parts
3. Plastic lens (screws out from black piece)

Diagonal Mirror

1. Silver piece
2. Black cap on silver piece
3. White opaque piece
4. Black plastic base piece

2x Barlow Lens

1. Black plastic cap
2. Silver piece
3. Plastic lens
4. Black plastic tube
5. Composite black and silver '2x Barlow Lens' sticker
6. White opaque piece

Eyepiece #25mm

1. Silver piece
2. Black piece
3. Composite black and silver sticker

Eyepiece #H12.5mm

1. Silver piece
2. Black piece
3. Composite black and silver sticker

Eyepiece #H7mm

1. Silver piece
2. Black piece
3. Composite black and silver sticker

Eyepiece Case

1. White opaque plastic

Yoke and azimuth control knob

1. Black plastic
2. Black plastic around metal screw

Tripod support bracket

1. Black plastic

Altitude control locking knobs

1. Black plastic

Tripod leg attachment bolts and wing nuts

1. Black plastic
2. Black plastic nut

Tripod leg adjustment knobs

1. Black plastic

Optical Tube assembly

1. Black plastic cap
2. Black plastic
3. Transparent Lens
4. Black plastic piece on gold tube
5. Composite transparent and black 'Caution' sticker
6. Adjustment knobs - black plastic
7. Composite transparent and black 'Model #' sticker
8. Silver tube
9. White opaque plastic piece
10. Black plastic piece around metal screw

Tripod Legs

1. Black plastic leg
2. Black plastic at end of leg
3. Black plastic in middle of leg

EN71 - Parts 1,2,3

Physical/Mechanicals

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Flammability

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**Migration of Certain Elements
Finder Scope & Bracket**

1. Gold on scope tube

Optical Tube Assembly

1. Gold on scope tube

2. Black lettering on scope tube

Itemized Section:

Line Item	Qty	Unit Price	Customer Price
P-M: 16 CFR 1500: Complete Phys-Mech	15	200.00	3,000.00
Flam: ASTM F963-16CFR1500.44(Stuf-Plas)	15	70.00	1,050.00
Chem: Phthalates (AB 1108 - 6 phthalates)	44	500.00	22,000.00
Total Lead Content - Substrate - Other	46	75.00	3,450.00
Total Lead Content - Substrate - Metal	17	90.00	1,530.00
ASTM F963 Total Lead & Soluble Heavy Metals	3	235.00	705.00
Chem: EN 71-3 (Soluble Heavy Metals)	3	180.00	540.00
Flam: EN 71-2	15	70.00	1,050.00
P-M: EN 71-1	15	245.00	3,675.00

* = Minimum Charge

Subtotal: (in USD) 37,000.00

Summary:

35% Discount	-12950
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Subtotal: (in USD) (12,950.00)

Total: (in USD) 24,050.00

Customer Acceptance

Date

Signature

Printed Name

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TERMS AND CONDITIONS

1.0 INTRODUCTIONS

These Terms and Conditions are incorporated into the Intertek Consumer Goods North America ("ITRK") proposal made and submitted to you. The party executing this document ("CLIENT") indicates acceptance of this proposal and that it is agreed that a resulting contract exists between CLIENT and ITRK which governs the performance of the stated services and the rights and obligations of the parties and that ITRK may proceed with the work.

2.0 PROPOSAL TERM

Unless otherwise stated in the proposal, this offer shall remain valid until accepted, but in no event for a period longer than thirty (30) days from the date of the proposal.

3.0 LIMITED WARRANTY

ITRK warrants that if any of its completed services fail to conform to professional standard, ITRK will, at its own expense, perform corrective services of the type originally performed as may be reasonably required to correct such defects, of which ITRK is notified in writing within six months of the completion of services or delivery of product. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

4.0 INVOICING

Invoices will generally be issued monthly, or upon project completion, whichever occurs first. In certain instances invoices may be issued bi-weekly, e.g. where high labor and/or expense costs are incurred by ITRK in a short time period. Invoices shall be paid according to the terms in Section 5.0.

5.0 PAYMENT TERMS

Invoices, submitted in accordance with paragraph 4.0 herein, are due and payable to ITRK, at its offices, due upon receipt of invoice, and client agrees to pay reasonable collection costs if necessary in the event of non-payment.

6.0 CLIENT INFORMATION

CLIENT represents that the information and samples supplied by it or its agents to ITRK are accurate and complete and acknowledges that ITRK is relying upon such information and samples or data in preparation of this proposal and evaluation without further verification by ITRK as to their accuracy and completeness. The CLIENT agrees to hold ITRK harmless and indemnify ITRK from any liability of whatever kind of nature, including but not limited to court costs and reasonable attorneys fees if information or samples provided by the CLIENT are inaccurate or incomplete.

7.0 PROPOSAL PRICE and SCHEDULE

ITRK will work diligently to provide the services according to the costs and schedule stated in the reference proposal. CLIENT recognizes and agrees that the proposal is a good faith estimate of the costs for the services to be provided and time of completion, but such estimate is not a guarantee of the total costs or time that may be involved in completing the proposal. ITRK will not exceed the authorized estimated amount without written authorization of CLIENT, and will endeavor to notify CLIENT in advance of requirements for additional funding to meet the necessary costs to complete the work or to complete the additions and changes authorized by the CLIENT.

8.0 INSURANCE

ITRK declares that it maintains workers' compensation and employer's liability insurance on its employees in a form and amount as required by applicable laws. This insurance does not cover any employees of the CLIENT or third parties who may be involved with the work to be performed. If the services of ITRK are performed on property of CLIENT or third parties, ITRK insurance does not provide coverage for non-ITRK employees.

9.0 INSTRUMENTS OF SERVICE

9.1 The CLIENT agrees to waive any claim against ITRK and defend, indemnify, and hold ITRK harmless from any and all causes of action, lawsuits, proceedings or claims allegedly arising as a result of unauthorized re-use of ITRK's Instruments of Service. Instruments of Service include all reports, laboratory test data, calculations, estimates, notes and other documents prepared by ITRK in the course of providing services to the CLIENT. The CLIENT further agrees to compensate ITRK for all legal fees and expenses incurred by ITRK in defense of such causes of action, lawsuits, proceedings, or claims, in accordance with ITRK's prevailing fee schedule and expense reimbursement policy. The CLIENT agrees to indemnify ITRK for any breach by the CLIENT arising out of clause 6.0 (CLIENT INFORMATION) above.

9.2 Notwithstanding any other provision to the contrary, ITRK retains any and all rights of ownership of any concepts, ideas, inventions, patents or copyrights arising from ITRK's Instruments of Service and the provision of services to the CLIENT. ITRK agrees that information received from the CLIENT, as defined in paragraph 6.0, shall remain the property of the CLIENT and will be returned to the CLIENT upon demand, except for that which is necessary as a basis for the ITRK report. CLIENT may designate in writing any information provided by CLIENT to ITRK as confidential and proprietary. If CLIENT has done so, ITRK will not release to third parties any such information without the prior written consent of the CLIENT or only in response to a proper Court Order or document. As to that information, ITRK may make and retain copies.

10.0 LIMITS OF LIABILITY

10.1 The CLIENT agrees to limit ITRK's liability arising from ITRK's professionally activity, errors, or omissions, such that the total aggregate liability of ITRK shall not exceed ITRK's total fee for the services rendered on the project in question, except in the case of a finding of gross negligence or willful misconduct on the part of ITRK by a court of competent jurisdiction.

10.2 ITRK shall not be liable to the CLIENT for any consequential damages incurred by CLIENT due to the fault of ITRK, regardless of the nature of this fault, whether it was committed by ITRK, its employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

10.3 The CLIENT agrees to extend any and all limitations, indemnifications, and waivers provided by the CLIENT to ITRK to those individuals and organizations ITRK retains for proper execution of the work. These shall be deemed to include, but are not necessarily limited to ITRK's officers and employees and their heirs and assigns, as well as ITRK's agents, subcontractors and their officers, employees, heirs and assigns.

10.4 CLIENT acknowledges that testing, including sample preparation and transportation may damage or destroy client's product. CLIENT agrees to hold ITRK harmless from any and all responsibility for such alteration.

11.0 GOVERNING LAW

This proposal, and any work performed pursuant to this proposal, shall be governed by the laws of the jurisdiction within which the ITRK facility making the proposal is located. Any action brought hereon shall be venued in said jurisdiction.

12.0 SEVERABILITY

Any provision of this proposal that may be held invalid, void or unenforceable for any reason, shall not affect any other term or condition of this proposal, and such term or condition shall be replaced or interpreted to accomplish the intent of the parties.

13.0 MODIFICATIONS

No modifications, waiver or amendment of any of these terms and conditions shall be binding upon ITRK unless identified in writing as to modification, waiver or amendment of such terms and conditions, and such writing is signed by an agent of ITRK.

14.0 SUBCONTRACTING OF WORK

ITRK reserves the right to outsource work to a competent subcontractor.