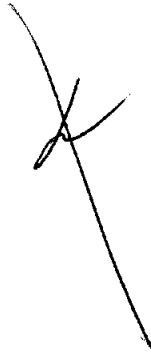


Documento de Tesorería

Título : Cargo Importacion _Toma Carta Credito Perfiles Acustico _TELEDYNE RD INSTRUMENTS. **Estado** : Aprobado
Descripción : Cargo Importacion _Toma Carta Credito Perfiles Acustico _TELEDYNE RD INSTRUMENTS Invoice 438 **ID** : 4642
Fecha : 26/12/2010 **ID Asiento** : 9110 **Moneda** : Nacional **Código** : 000790
Preparado por : 12707470-4 **Aprobado por** : 12707470-4 **T.Transacción** : Pago

Principal	Monto	Cuenta Contable	Medio de Pago	Nº Doc.	Progr.	Beneficiario
				Cuenta Bancaria		
1 97030000-7 BANCO ESTADO	33.531.602	C x P Adquisición de Activos no Financieros	Otros Cargos	122010	01	97030000-7 BANCO ESTADO
				9720073		

Total Documento: 33.531.602


SANTIAGO, 21 DICIEMBRE 2010

SEÑOR(ES)
INSTITUTO NACIONAL DE HIDRAULICA
NATANIEL COX NO 31, OFICINA 36
SANTIAGO

NUESTRA REF. CC N° : I000237
SU REFERENCIA : INVOICE 438

ESTIMADO(S) SR(ES) :

CON ESTA FECHA Y DE ACUERDO A SUS INSTRUCCIONES HEMOS EFECTUADO EMISIÓN DE LA CARTA DE CRÉDITO DE LA REFERENCIA, POR USD 70.717.00 (DOLARES USA), A FAVOR DE TELEDYNE RD INSTRUMENTS, POWAY CA, U.S.A..

ESTE CREDITO CONSIDERA UNA TOLERANCIA DE

ESTA CARTA DE CRÉDITO ES PAGADERA A LA VISTA Y VENCE EL 28 ENERO 2011 EN UNITED STATES OF AMERICA, SU PLAZO MÁXIMO PARA EMBARCAR ES EL 07 ENERO 2011.

EL BANCO AVISADOR PARA ESTA OPERACIÓN ES BANK OF AMERICA, N.A., 100 WEST 33RD STREET, NEW YORK, U.S.A..

LOS GASTOS POR CONCEPTO DE APERTURA DE CARTA DE CRÉDITO ASCIENDEN A \$ 47,102.- Y CUYO DETALLE ES EL SIGUIENTE :

COMISIÓN DE APERTURA	\$	47,102
----------------------	----	--------

EL MONTO TOTAL DE ÉSTOS HAN SIDO DEBITADOS A SU CUENTA CORRIENTE N° 9720073

SE ADJUNTA COPIA DEL SWIFT EMITIDO.

CUALQUIER CONSULTA RELACIONADA CON ESTA OPERACIÓN, LE(S) SOLICITAMOS MENCIONAR NUESTRA REFERENCIA N° I000237 Y DIRIGIRSE A SU EJECUTIVO DE COMERCIO EXTERIOR.

ATENTAMENTE,



PP. DEPTO. COMERCIO EXTERIOR
BANCOESTADO



DATE: 21 DEC 2010

SWIFT MESSAGE - MT700

BANK OF AMERICA, N.A.
100 WEST 33RD STREET
NEW YORK
U.S.A.

{1:F01BECHCLRMXXX0000000000}{2:I700BOFAUS3NXXXXN1010}{4:
:27: SEQUENCE OF TOTAL
1/1
:40A: FORM OF DOCUMENTARY CREDIT
IRREVOCABLE
:20: DOCUMENTARY CREDIT NUMBER
1800237
:31C: DATE OF ISSUE
101221
:40E: APPLICABLE RULES
UCP LATEST VERSION
:31D: DATE AND PLACE OF EXPIRY
110128UNITED STATES OF AMERICA
:50: APPLICANT
INSTITUTO NACIONAL DE HIDRAULICA
NATANIEL COX NO 31, OFICINA 36
SANTIAGO
CHILE
:59: BENEFICIARY
TELEDYNE RD INSTRUMENTS
14020 STOWE DRIVE,
POWAY CA
U.S.A.
:32B: CURRENCY CODE, AMOUNT
USD70717,
:41A: AVAILABLE WITH...BY...
BOFAUS3N
BY PAYMENT
:43P: PARTIAL SHIPMENTS
PARTIAL SHIPMENTS ARE PROHIBITED
:43T: TRANSHIPMENT
TRANSHIPMENTS ARE PROHIBITED
:44E: PORT OF LOADING /AIRPORT OF DEPARTURE
SAN DIEGO,CA
:44F: PORT OF DISCHARGE/AIRPORT OF DESTINATION
AEROPUERTO INTERNACIONAL DE SANTIAGO
:44C: LATEST DATE OF SHIPMENT
110107
:45A: DESCRIPTION OF GOODS AND/OR SERVICES
SEGUN PROFORMA INVOICE 438 11.09.2010 (PERFILADORES ACUSTICOS)
CIF
:46A: DOCUMENTS REQUIRED
+ ORIGINAL AND 3 COPIES AWB CONSIGNED TO BANCO DEL ESTADO DE
CHILE NOTIFY: INSTITUTO NACIONAL DE HIDRAULICA INDICATING FREIGHT
PREPAID AND AMOUNT AND FLIGHT DATE
+ ORIGINALS AND 3 COPIES COMMERCIAL INVOICE IN THE NAME OF
INSTITUTO NACIONAL DE HIDRAULICA FOR CIF VALUE OF MERCHANDISE.
+ ORIGINALS AND 2 COPIES PACKING LIST.
+ ORIGINAL AND 2 COPIES CERTIFICATE OF ORIGIN
+ ORIGINAL AND 2 COPY INSURANCE POLICY/CERTIFICATE ISSUED TO THE
ORDER OF BANCO DEL ESTADO DE CHILE FOR CIF VALUE PLUS 10 PERCENT
AGAINST ALL RISKS, INCLUDING WAR TRANSHIPMENTS, CLAUSE 'A' SR''CC
60 DAYS IN CUSTOMSHOUSE AND FROM SELLERS WAREHOUSE TO BUYERS
WAREHOUSE IN SANTIAGO SHOWING AMOUNT OF PREMIUM PAID.
:47A: ADDITIONAL CONDITIONS
+ IF THE REQUIRED DOCUMENTS EVIDENCE ALTERATIONS, THESE MUST BE


SIGNED AND STAMPED BY THE ISSUER OF THE RELATIVE DOCUMENTS
+ BENEFICIARY'S PH:858-842-2600 FAX:858-842-282
+ A DISCREPANT DOCUMENT FEE OF USD 75,00 WILL BE DEDUCTED FROM
THE PROCEEDS OF ANY DRAWING IF DOCUMENTS ARE PRESENTED WITH
DISCREPANCY(LES)
:71B: CHARGES
ALL BANKING CHARGES ABROAD CHILE
ARE FOR BENEFICIARY'S ACCOUNT
:4B: PERIOD FOR PRESENTATION
DOCUMENTS MUST BE PRESENTED
WITHIN 21 DAYS AFTER THE SHIPMENT
DATE BUT WITHIN VALIDITY OF THIS
CREDIT
:49: CONFIRMATION INSTRUCTIONS
WITHOUT
:78: INSTRUCTIONS TO THE PAYING/ACCEPTING/NEGOTIATING BANK
UPON RECEIPT OF THE DOCUMENTS IN COMPLIANCE WITH THE TERMS AND
CONDITIONS OF THIS CREDIT, THE REIMBURSEMENT WILL BE EFFECTED AS
PER THE NEGOTIATING BANK'S INSTRUCTION.
PLEASE ACKNOWLEDGE RECEIPT INDICATING YOUR REFERENCE NUMBER ASSI
GNED TO THIS L/C.
:72: SENDER TO RECEIVER INFORMATION
/REC/PLEASE SEND SHIPPING DOCUMENTS
//TO BANCOESTADO DE CHILE HEAD
//OFFICE SUBGERENCIA PROCESOS COMEX
//IMPORT. MORANDE 25 FLOOR 5 TH
//SANTIAGO, CHILE
-)

Id:4454 Aprobado(000428)

Compromisos

Título: Compromiso REQ. Nº 69 DES 2010 Perfiladores de Corrientes Doppler.

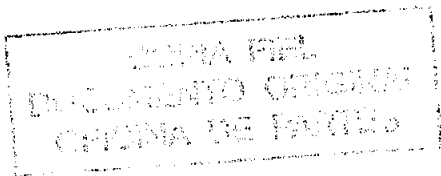
Ejercicio Fiscal: 2010 Fecha: 22/12/2010 Moneda: Nacional Fecha Estimada: 31/12/2010

Proveedor: 97030000-7  BANCO ESTADO

Descripción	¿Qué Requerimientos?	¿Qué Recursos?					
Requerimiento: Subtitulo 29 Adquisición de Activos No Financieros Division de Estudios							
INSUMO	CLASIFICADOR	TOTAL CANT.	TOTAL MONTO	VIGENTE CANT.	VIGENTE MONTO	FUTURO MONTO	EL
	2905002-Maquinarias y Equipos para la Producción	0	40.728.640	0	40.728.640	0	
Total Requerimiento			40.728.640		40.728.640	0	
Total			40.728.640		40.728.640	0	

[Crear](#)

[Volver](#)



REF: Autoriza Trato Directo por importación de ADCP Workhorse Sentinel 1200 Khz., con proveedor titular de derecho de propiedad Intelectual e Industrial.

RES. I.N.H. N° **526** Exenta(TD)

Santiago, 25 NOV. 2010

VISTOS: Las necesidades del Servicio; El Requerimiento DES/2010 N°069 del 23 de Noviembre de 2010 de la División de Estudios; la Ley N° 19886 de Compras y Contrataciones del Sector Público; la Resolución N° 1600/08, de la Contraloría General de la República; el Decreto Supremo N° 930, de 1967 del M.O.P; que crea el Instituto Nacional de Hidráulica; la Ley N° 20.407, que aprueba el presupuesto del Sector Publico para el año 2010; el Decreto MOP N° 972/2008, que nombra al Director Ejecutivo del INH; las atribuciones propias de mi cargo, y

CONSIDERANDO:

- Que, el Instituto Nacional de Hidráulica necesita para el desarrollo de los estudios que realiza, hacer mediciones en terreno, tanto de corrientes como de oleaje, mediante Perfiladores de Corriente Acústicos Doppler (ADCP),
- Que, el Instituto Nacional de Hidráulica ha optado por RDI, basado en que ya cuenta con 2 ADCP WorkHorse Sentinel de 600 Khz de frecuencia, adquiridos en el año 2008, elegidos por las siguientes razones técnicas:
 - Es aceptado como estándar en perfiladores acústicos de corriente por la USGS.
 - Tiene un buen ancho espectral de olas y buen rango de profundidades.
 - Tiene un sistema dual de medición de olas direccionales: PUV y distanciómetro acústico,
- Que, los ADCP WorkHorse Sentinel de 600 Khz de frecuencia, permiten hacer mediciones de corrientes y olas en sectores cuya profundidad se encuentra entre los 15 y 20 metros,
- Que, los resultados obtenidos con dichos equipos han sido satisfactorios,
- Que, el Instituto Nacional de Hidráulica necesita realizar estudios en localidades en las que las profundidades marinas son bajas (menores a 10 metros), por lo que se hace necesario utilizar equipos ADCP de 1200 Khz de frecuencia,
- Que, TELEDYNE RD INSTRUMENTS, fabricante de los ADCP modelo WorkHorse Sentinel, es un proveedor extranjero no inscrito en Chilecompra,
- Que, el Artículo 8° de la Ley de 19.886 y el Artículo 10°, en su punto 7, letra e) del reglamento, que dice "Cuando la contratación de que se trate sólo pueda realizarse con los proveedores que sean titulares de los respectivos derechos de propiedad intelectual, industrial, licencias, patentes y otros",
- Que, el Artículo 10°, en su punto 7, letra f) del reglamento dice "Cuando por la magnitud e importancia que implica la contratación se hace indispensable recurrir a un proveedor determinado en razón de la confianza y seguridad que se derivan de su experiencia comprobada en la provisión de los bienes o servicios requeridos, y siempre que se estime fundadamente que no existen otros proveedores que otorguen esa seguridad y confianza",

RESUELVO

1. **AUTORIZASE** la importación de 3 ADCP WorkHorse Sentinel de 1200 Khz y accesorios a la Compañía "Teledyne RD Instruments" por \$ 40.728.640 (cuarenta millones setecientos veintiocho mil seiscientos cuarenta pesos) T/C \$ 479.19 al 23-11-2010.





2. **IMPÚTESE** el gasto correspondiente al Subtítulo 29 Ítem 005 Asig. 002 del Presupuesto que corresponda del Instituto Nacional de Hidráulica.

3. **COMUNÍQUESE** a la Encargada de Adquisiciones, Oficina de Partes, Unidad de Contabilidad y Finanzas y Unidad de Calibraciones Certificaciones e Instrumentación.



ANOTESE, COMUNIQUESE Y ARCHIVASE



[Firma manuscrita]
Arteso Iván Gutiérrez Vera
Ingeniero Civil
Director Ejecutivo

[Firma manuscrita]
EHN / VCV / MDN
DISTRIBUCION:
Original: Of. Partes
Copia 1: Adquisiciones
Copia 2: Finanzas
Copia 3: Unidad de Calibración, Certificación e Instrumentación

FORMULARIO DE REQUERIMIENTOS DE PRODUCTOS Y/O SERVICIOS										
Fecha recepción para publicación en mercado público o.cl	Fecha	Hora	Recibe	DES 2010			CMN°069 de Partes			
Fecha	23.11.2010			Plazo Publicación Solicitado		Clase de Requerimiento				
Depto. y/o Unidad	División de Estudios			+6 días <100 utm		Producto	X			
Solicitante	Esteban Hernández N.			+10 días >100<1000 utm		Trabajo / Servicio				
Cargo	Jefe Área marítima			+20 días >1000 utm		Asesoría / Consultoría				
Periodo de Uso	Inmediato			TIPO DE COMPRA	ESTRATEGICA	X	Stock en Bodega	SI	NO	X
					RUTINARIA					
Descripción General del Producto / Servicio				Perfiladores Acústicos de Corrientes Doppler (ADCP) de 1200 Khz.						
Motivos de la Necesidad y Destino final del producto y/o servicio				El Instituto Nacional de Hidráulica, tiene la necesidad de comprar tres instrumentos para mediciones oceanográficas para la adquisición de datos en terreno y su posterior análisis para la realización de estudios básicos.						
Condiciones de Aceptación				Cumplimiento de especificaciones técnicas						
Procedimientos de búsqueda oferentes (CM, LP, TD, <3UTM)				Trato directo						
Recomendación de Proveedores				Teledyne RD Instruments						
Motivo de Recomendación (CM, TD, <3UTM)				Compañía titular de derecho de propiedad intelectual e Industrial de la Marca TELEDYNE RD Instruments						
Mecanismos de Evaluación				Ley de Compras 19.886, Artículo 8 y Artículo 10º, punto 7, letra e) del Reglamento						
Mecanismo de Adjudicación				Ley de Compras 19.886, Artículo 8 y Artículo 10º, punto 7, letra e) del Reglamento						
Persona a Cargo Decisión				Víctor Cuevas Velásquez						

(NOTA: Para detalles: Use anexo si espacio no es suficiente)

¿ANEXO?

Si

No

Descripción en detalle del Requerimiento		Producto / Servicio	Cantidad	Precio Estimado Unitario Neto	Valor Estimado Total por Item Neto
Perfilador Acústico de Corrientes Doppler Modelo "Workhorse Sentinel Waves Array 1200KHz" fabricado por Teledyne RD Instrument. Includes: 1. 256MB recorder 2. 1 Alkaline Battery Pack 3. AC Power supply 4. 5m power communication cable 5. Software, manuals, user's guides, shipping case, tool kit.		Perfilador Acústico de Corrientes Doppler ADCP	3	\$ 19.364 USD	\$ 58.092 USD
WH alkaline battery pack (Factory degaussed)		Pack de baterías alcalinas	6	\$ 135 USD	\$ 810 USD
Waves Monitor and waves view software/ firmware with 50m pressure sensor and 1GB memory card		Software y Firmware con sensor de presión y memoria	3	\$ 3.605 USD	\$10.815 USD
Flete / Seguro Aeropuerto Santiago (CIF)		Flete y Seguro		\$ 1000 USD	\$1000 USD
				Neto	\$ 70.717 USD
					\$ 33.886.879
				Valor dolar 23/11/10 \$479.19	
				Gastos de Aduana (1%)	\$ 338.869
				IVA (19%)	\$ 6.502.882
ASIG. PPTARIA	SU. BT. 29	ITEM / ASIGN. AC. 05002	SALDO PPTARIA	Valor Estimado (Impto. Incl.)	\$ 40.728.640



Firma Solicitante

VºBº Director Ejecutivo

Firma Jefe División/Unidad



ORD.Nº : 0466 /

MAT. : Solicita emitir carta de crédito que se indica.

SANTIAGO, 21 DE MARZO

DE : ALFREDO IVAN GUTIERREZ VERA
DIRECTOR EJECUTIVO-INSTITUTO NACIONAL DE HIDRAULICA

A : LUIS PIZARRO CUETO
EJECUTIVO DE COMERCIO EXTERIOR-BANCOESTADO

De mi Consideración:

El Instituto Nacional de Hidráulica, RUT Nº 61.211.000-K, necesita comprar a la firma Teledyne RD Instruments CA.USA , 3(tres) Perfiladores Acústico de Corrientes Doppler Workhorse Sentinel de 1200Khz, 6 (seis) Pack de Baterías alcalinas y 3 Software y Firmware con sensor de presión y memoria, según en factura Proforma Nº 438.

Para efectuar esta compra, quien suscribe solicita a esa gerencia Comercial lo siguiente:

- Compra de dólares por US\$ 70,717.- para emitir carta de crédito a favor de Teledyne RD Instruments.
- Cobro de la comisión por carta de crédito por US\$ 100 más iva.
- Banco : Bank of América
- Direccion : 1655 Grant Street, Concord, CA 94550-2445
- Nº de Cuenta : 1233704352
- Swift Code : BOFAUS3N

De acuerdo a lo anterior, este Instituto autoriza a la Gerencia Comercial cargar en cuenta corriente Nº 9720073 en m/n , Banco estado – Peñaflo , el equivalente al total de US\$ 70,717 y US\$ 100.- más iva.

Saluda atentamente a Ud.

FERNANDO FIGUEROA SOTO
JEFE CONTABILIDAD Y FINANZAS

PABLO RIQUELME MELLA
JEFE UNIDAD CALIBRACIONES Y CERTIFICACIONES

ALFREDO IVAN GUTIERREZ VERA
INGENIERO CIVIL
DIRECTOR EJECUTIVO



FFS/css

Distribución

- Destinatario
- Unidad Contabilidad y Finanzas
- Of. Partes

473,50. 7c.



TELEDYNE
RD Instruments
A Teledyne Technologies Company



Proforma Invoice

To: Instituto Nacional De Hidraulica (INH)
NATANIEL COX 31, OFICINA 36
Santiago,
Chile

Attention: Victor Cuevas
Tel: +011 56 2 812 0100
Email: victorcuevas@inh.cl

Supplier: Teledyne RD Instruments
14020 Stowe Drive, Poway, CA, USA
Tel: (858) 842- 2600 Fax: (858) 842-2822

Invoice: PRO

Date: 11/9/2010

Quote Number: 00000438

Expiration Date: 1/9/2011

Importer: Instituto Nacional De Hidraulica (INH)
NATANIEL COX 31, OFICINA 36
Santiago, Chile

Consignee:

Country of Origin: USA
All materials manufactured by Teledyne RD Instruments, Poway, CA, USA

Port of Shipment: San Diego, CA

Shipment:

14020 Stowe Drive, Poway, California 92064 USA
TEL: +1-858-842-2600 • FAX: +1-858-842-2822

Ordenante Instituto Nacional de Hidráulica RUT 61.211.000-k Dirección Nataniel Cox 31 Of.36 Ciudad Santiago País CHILE N° de FAX N° de Teléfono 6962556		Número asignado (Uso exclusivo del Banco) Lugar y Fecha Solicitud													
Contactor a: Víctor Cuevas Velasquez Ref. Ord./Cliente		Al Banco Solicito (Solicitamos) emitir por mi (nuestra) cuenta, Carta de Crédito Irrevocable, observando los detalles e instrucciones que aparecen en esta Solicitud, escritas o (marcadas con una "X" según sea el caso) y con sujeción a las Condiciones Generales establecidas al dorso de la presente solicitud, las cuales declaro (declaramos) haber leído y aceptado íntegramente. Al efecto, autorizo (autorizamos) a debitar mi (nuestra) cuenta Corriente N°													
Beneficiario Teledyne RD Instruments Dirección 14020 Stowe Drive, Poway, CA, USA Ciudad País USA Teléfono 858-842-2600 Fax 858-842-2800 Telex		<input checked="" type="checkbox"/> Importaciones <input type="checkbox"/> Local <input type="checkbox"/> Stand By <input type="checkbox"/> Revolving <input type="checkbox"/> Cláusula Roja <input type="checkbox"/> Otra _____													
VALOR Moneda: Dolar <input checked="" type="checkbox"/> Hasta Aprox. + / - % Monto 70.717.-		Si No Emitir por: Intransferible <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SWIFT / TELEX: Confirmada <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Correo													
PAGO A LOS BENEFICIARIOS: <input type="checkbox"/>% a la vista contra simple recibo <input checked="" type="checkbox"/> 100% a la vista contra documentos de embarque <input type="checkbox"/>% Contra presentación de Letra a días, <input type="checkbox"/>% Diferido a días desde <input type="checkbox"/>% Contra declaración de incumplimiento (Stand By) <input type="checkbox"/>% desde		AVISAR ESTE CREDITO A TRAVES DE Banco: Dirección:													
CONDICIONES DE EMBARQUE: Embarques Parciales <input type="checkbox"/> Permitidos <input type="checkbox"/> Prohibidos <input checked="" type="checkbox"/> Transbordos <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> Via de Transporte: aereo Embarque desde: San Diego, CA Con destino a: Aeropuerto Internacional de... Última Fecha para Embarcar: 07.01.2011 Plazo en Días para presentar documentos al Banco designado: 21 desde fecha de Embarque y dentro de la validez del crédito.		FINANCIAMIENTO SOLICITADO AL BANCO: <input type="checkbox"/> Días desde fecha de embarque. <input type="checkbox"/> Días desde fecha de negociación. <input type="checkbox"/> Días desde vencimiento plazo proveedor.													
TERMINOS DE LA CARTA DE CREDITO <input type="checkbox"/> EXW <input checked="" type="checkbox"/> CIF <input type="checkbox"/> FOB <input type="checkbox"/> CFR <input type="checkbox"/> Otro:		CERTIFICADOS <table border="1"> <thead> <tr> <th>Seguro</th> <th>Origen</th> <th>Peso</th> <th>Análisis</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>2</td> <td></td> <td></td> </tr> </tbody> </table>		Seguro	Origen	Peso	Análisis	1	1			3	2		
Seguro	Origen	Peso	Análisis												
1	1														
3	2														
AMPARANDO EMBARQUE DE LAS SIGUIENTES MERCADERIAS: Segun Proforma Invoice 438 11.09.2010 (Perfiladores Acusticos).															
OTRAS ESPECIFICACIONES: Juego Completo limpio a bordo de: <input checked="" type="checkbox"/> Conocimiento de Embarque Marítimo <input checked="" type="checkbox"/> Guía aérea <input type="checkbox"/> a la orden del Banco, notificar al Ordenante, indicando <input checked="" type="checkbox"/> Flete Pagado <input type="checkbox"/> Por pagar, el que deberá coincidir con el <input type="checkbox"/> Todos los documentos de embarque deben indicar el número de este Crédito Documentario N° <input checked="" type="checkbox"/> Gastos Bancarios originados fuera de Chile son por cuenta del: <input checked="" type="checkbox"/> Beneficiario <input type="checkbox"/> Ordenante <input type="checkbox"/> Seguro tomado en Chile por el Ordenante. Se acompaña Póliza o Certificado de Seguro Provisorio a la orden del Banco. <input checked="" type="checkbox"/> Póliza / Certificado de seguro a la orden del Banco o enosado a él, por el valor CIF más 110% cláusula "A" y "SR y CC" contra todo riesgo. 60 días de estadía en Aduana, desde Bodega vendedor a Bodega Comprador en debiendo indicar el monto de la prima de seguro pagada, la que deberá coincidir con el indicado en la factura comercial															
CONDICIONES ESPECIALES: 															
FERNANDO FIGUEROA SOTO		PABLO RIQUELME MELLA													
NOMBRE O RAZÓN SOCIAL - FIRMA(S) AUTORIZADA(S) Y REGISTRADAS EN EL BANCO															

CONDICIONES GENERALES

CONFORME A LAS ESTIPULACIONES DE LAS NORMAS Y USOS UNIFORMES PARA CREDITOS DOCUMENTARIOS DE LA CAMARA DE COMERCIO INTERNACIONAL, EL BANCO DEL ESTADO DE CHILE NO ASUME NINGUNA OBLIGACION NI RESPONSABILIDAD EN CUANTO A LAS SIGUIENTES MATERIAS:

- 1.- FORMA, SUFICIENCIA, EXACTITUD, AUTENTICIDAD, FALSIFICACION O EL VALOR LEGAL DE NINGUN DOCUMENTO, NI RESPECTO A LAS CONDICIONES GENERALES Y/O PARTICULARES ESTIPULADAS EN LOS DOCUMENTOS O QUE SE AGREGUE A ELLOS.
- 2.- DESCRIPCION, CANTIDAD, PESO, CALIDAD, CONDICION, EMPAQUE, DESPACHO, VALOR Y EXISTENCIA DE LAS MERCADERIAS QUE LOS DOCUMENTOS REPRESENTAN, NI AUN RESPECTO A LA BUENA FE O A LOS ACTOS Y/O OMISIONES O A LA SOLVENCIA, AL CUMPLIMIENTO DE LAS OBLIGACIONES O A LA REPUTACION DE LOS REMITENTES, TRANSPORTADORES O ASEGURADORES DE LA MERCADERIA O DE CUALQUIER OTRA PERSONA.
- 3.- POR LAS CONSECUENCIAS DE LA DEMORA Y/O PERDIDA QUE PUEDAN SUFRIR LOS MENSAJES, CARTAS O DOCUMENTOS QUE REMITAN, NI POR EL RETARDO, MUTILACION U OTROS ERRORES QUE SE PUEDAN PRODUCIR EN LA TRANSMISION SWIFT, TELEGRAMAS O TELEX O POR ERRORES QUE SE COMETAN EN LA TRADUCCION O INTERPRETACION DE LOS TERMINOS TECNICOS Y SE RESERVA EL DERECHO DE TRANSMITIR LOS TERMINOS DE LOS CREDITOS SIN TRADUCIRLOS.
- 4.- POR LAS SITUACIONES QUE PUEDEN DERIVARSE DE LA INTERRUPCION DE SU PROPIA ACTIVIDAD, PROVOCADA POR HUELGAS, PAROS, MOTINES, TRASTORNOS CIVILES, INSURRECCIONES, GUERRAS O POR TODA SITUACION QUE CONSTITUYA FUERZA MAYOR O CASO FORTUITO O POR CUALQUIERA OTRA CAUSA INDEPENDIENTE DE SU VOLUNTAD. EN CASO DE VENCIMIENTO DE UN CREDITO DURANTE UNA DE ESTAS INTERRUPCIONES, EL BANCO DEL ESTADO DE CHILE NO EFECTUARA EL PAGO, ACEPTACION O NEGOCIACION SINO PREVIA AUTORIZACION EXPRESA PARA ESTE EFECTO.

EL BANCO DEL ESTADO DE CHILE, QUE UTILIZA LOS SERVICIOS DE OTRO BANCO INCLUIDA LA POSIBILIDAD DE QUE LA CARTA DE CREDITO SEA EMITIDA POR OTRO BANCO PARA LLEVAR A EFECTO LAS INSTRUCCIONES DEL ORDENANTE, LO HACE POR CUENTA Y RIESGO DE ESTE ULTIMO Y NO ASUME NINGUNA OBLIGACION NI RESPONSABILIDAD EN CASO DE QUE LAS INSTRUCCIONES QUE HAYA TRANSMITIDO NO SEAN ATENDIDAS, NI AUN EN EL CASO DE QUE HUBIERE TOMADO LA INICIATIVA EN LA ELECCION DE OTROS BANCOS.

EL ORDENANTE ASUMIRA TODAS LAS OBLIGACIONES Y RESPONSABILIDADES QUE SE DESPRENDEN DE LAS LEYES Y COSTUMBRES VICENTES EN LOS PAISES EXTRANJEROS E INDEMNIZARA A LOS BANCOS POR LOS PERJUICIOS QUE POR APLICACION DE ESAS NORMAS PUEDAN SUFRIR. TODAS LAS INSTRUCCIONES DE EMITIR, CONFIRMAR O NOTIFICAR UN CREDITO, DEBERAN ESPECIFICAR CON PRECISION LOS DOCUMENTOS CONTRA LOS CUALES SE EFECTUARA EL PAGO, LA ACEPTACION O NEGOCIACION.

QUEDA ESTABLECIDO QUE EN LAS OPERACIONES CON CREDITOS DOCUMENTARIOS, TODAS LAS PARTES QUE EN ELLA INTERVIENEN MANEJAN DOCUMENTOS Y NO MERCANCIAS.

EN AQUELLOS CREDITOS DOCUMENTARIOS QUE SE EMITAN EN MONEDA DISTINTA DE DOLARES AMERICANOS, LA PARIDAD ENTRE EL DOLAR Y LA MONEDA CONVENIDA, SERA FIJADA POR EL BANCO DEL ESTADO DE CHILE EN BASE A LA COTIZACION INTERNACIONAL DE DICHA MONEDA, QUEDANDO FACULTADO EL BANCO PARA DETERMINAR ESTA PARIDAD A LA APERTURA DE LA CARTA DE CREDITO, A LA NEGOCIACION DE LOS DOCUMENTOS DE EMBARQUE O A LA FECHA DE COBERTURA DE LA OPERACION.

SE DEJA CONSTANCIA QUE LA NOTA DE DEBITO DEL BANCO CORRESPONSAL SERVIRA DE SUFICIENTE PRUEBA PARA ACREDITAR EL PAGO DE LOS DOCUMENTOS DE EMBARQUE EN EL EXTERIOR.

EN CASO DE INCUMPLIMIENTO POR PARTE DEL ORDENANTE DE LAS OBLIGACIONES ESTIPULADAS EL BANCO DEL ESTADO DE CHILE QUEDA PLENAMENTE FACULTADO PARA DISPONER DE LA SUMA DEJADA EN GARANTIA Y ASIMISMO, QUEDA AUTORIZADO PARA REALIZAR INMEDIATAMENTE A SU CRITERIO LA MERCANCIA, SIENDO DE CARGO DEL ORDENANTE TODOS LOS COSTOS QUE PUDIEREN ORIGINARSE, APLICANDO EL PRODUCTO DE DICHA REALIZACION AL PAGO TOTAL O PARCIAL DE LAS OBLIGACIONES CONTRAIDAS CON EL BANCO.

NOMBRE O RAZON SOCIAL		R.U.T.
DIRECCION		TELEFONO
N° CUENTA CORRIENTE	OFICINA	FECHA
_____ NOMBRE Y FIRMA DEL REVISOR		

RESOLUCION DEL BANCO				
APROBADO	C.D.N°	BANCO CORRESPONSAL	TIPO LINEA	FINANCIAMIENTO

GARANTIAS:

COMISIONES APERTURA _____ % PRORROGA _____ % AMPLIACION _____ % MODIFICACION EQUIVALENTE US\$ _____
 INTERESES _____ M. CH. APERTURA A NEGOCIACION _____ M. CH. NEGOCIACION A PAGO A PROVEEDOR _____
 _____ M. E. NEGOCIACION A VCTO. COBERTURA _____ M. E. VCTO. OBLIGACIONES A VCTO FINANC. BCO. _____
 _____ M. CH. ANULACION _____ % _____ M.E. INTERES PENAL _____ %

CONDICIONES ESPECIALES
 _____ RECHAZADO POR:

FECHA RESOLUCION _____

 FIRMA REPRESENTANDE DEL BANCO



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SHIPMENT FROM: _____(Airport)

SHIPMENT TO: _____(Airport)

PARTIAL SHIPMENT: Permitted
 Prohibited

TRANSSHIPMENT: Permitted
 Prohibited

CHARGES: GENERAL:

All banking charges in the USA are for account of:

Buyer
 Seller

All banking charges outside the USA are for account of:

Buyer
 Seller

TIME (USANCE) LETTERS OF CREDIT:

Discount charges are for the account of:

Buyer
 Seller

Acceptance commission is for the account of:

Buyer
 Seller

NOTE: Payment of these charges is negotiable between the buyer and seller.

REIMBURSEMENT

INSTRUCTIONS: Please communicate the following reimbursement requirement to the letter of credit issuing bank:

"Reimbursement should preferably be on your bank's account at Bank of America or, if not possible, at a bank located in the State of California and authority must be given to Bank of America to claim reimbursement by cable."

PLEASE NOTE CAREFULLY:

If you are unable to meet any of these terms and conditions, please contact us as soon as possible and PRIOR to having the credit issued. Any deviations from the above terms and conditions without our agreement may result in additional bank charges, and a delay in the shipment until the credit can be amended.



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GUIDELINES FOR REQUESTING LETTERS OF CREDIT

TO: (NAME OF BUYER)

Please arrange through your bankers to provide us with an **irrevocable commercial letter of credit** with the following terms and conditions:

ISSUANCE: Please ensure that the letter of credit is received by us 3 weeks before our agreed upon shipment date.

BENEFICIARY: Teledyne RD Instruments
 14020 Stowe Drive
 Poway, CA 92064

CONFIRMATION

BY A U.S. BANK: Not Required

The letter of credit **must** be confirmed by a major U.S. bank, preferably **Bank of America**, and not a U.S. branch or agency of the issuing bank.

Note: Confirmation fees are most often paid by the beneficiary.

LETTER OF CREDIT

EXPIRATION DATE:

LATEST SHIPMENT DATE:

CURRENCY/AMOUNT:

SHIPPING TERM: CIF (COST, INSURANCE, AND FREIGHT) COLLECT
 CFR (COST AND FREIGHT) COLLECT

PAYMENT TERM: SIGHT LETTER OF CREDIT

DOCUMENTS Packing List
REQUIRED: Commercial Invoice

INSURANCE

COVERED BY: Buyer
 Seller (in which case an insurance certificate/policy is required).

COVERING SHIPMENT OF: (A simple, brief description of merchandise is preferable) as per Purchase Order Number/Contract _____.

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Bank Information and Payment Instructions

Quotations direct from Teledyne RD Instruments Poway are US domestic prices. The prices indicated herein are the current market prices for export to any country.

Equipment manufactured by Teledyne RD Instruments is manufactured to order.

1. Terms are prepayment in full, or irrevocable Letter of Credit – Airway Bill, Commercial Invoice and copies of the shipping documents. For Letter of Credit information, see last pages of this Proforma. For wire transfer, Teledyne RD Instruments bank information is:

Teledyne RD Instruments
Bank of America
1655 Grant Street
Concord, CA 94550-2445
Acct #1233704352
Swift : BOFAUS3N

2. All orders are shipped F.O.B. Teledyne RD Instruments, Poway, California. Your order will be shipped freight and insurance charges COLLECT, unless you specify and pay for freight and insurance in advance.
3. Quotation is firm fixed price, valid for 90 days.
4. Delivery can be made 90 days ARO, subject to parts being available at time of order.
5. System documentation includes a complete operations manual describing operation (collecting and viewing data), maintenance, test procedures, troubleshooting, etc. The documentation does not include schematics of the hardware or source code listings of the software.
6. Canceling an order: Following a grace period of 2 weeks ARO, canceling an order will incur a restocking fee of 1%** per week ARO. Thus beginning in the third week ARO, a restocking fee of 3% will be charged and increased by 1% for each additional week ARO. **The fee pertains to the total charge of the purchase order.
7. Software capabilities include
 - planning and consequences
 - deployment and initialization
 - data recovery and memory erase
 - data playback and listing

Note: Verbiage below are merely suggestions. It is the customer's sole decision to use it or not. Further, it should not be construed as a promise or agreement to handle a transaction. Accordingly Bank of America is to be held harmless against all liabilities incurred in connection with the use of this language.

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24. WHOLE AGREEMENT: AMENDMENT

This document is the entire understanding between the Parties, and it supersedes all previous or additional agreements, arrangements, and drafts. This document may be amended or modified only by written agreement of duly authorized representatives of both Parties.

Export Note:	"These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law prohibited. United States law prohibits disposition of these commodities to any end-user for any end-use related to the design, development, production, stockpiling, or use of chemical, biological or nuclear weapons or missiles, without the prior approval of the United States Government".
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Anti-boycott Clause:	Under U.S. law, Teledyne RD Instruments may not comply with any General Terms and Conditions, which may violate or be inconsistent with U.S. Anti-boycott laws. Any purchase orders received from your company must have the anti-boycott clauses deleted from your General Terms & Conditions and deleted from any other documents that are a part of your purchase orders. Confirmation of deletions of anti-boycott clauses by your company should be in writing.
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To the extent that one Party's employees or agents enter on the property owned or controlled by the other Party, the first Party will indemnify and hold harmless the other Party, its officers, directors, and employees for any property damage or bodily injury or death caused by the first Party's employees or agents.

18. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES IS EITHER PARTY LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, MULTIPLE, ADMINISTRATIVE, OR PUNITIVE DAMAGES, OR ANY DAMAGE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED UPON BREACH OF THIS AGREEMENT, WARRANTY, OR NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW, OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL LIABILITY INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR INDEMNITY, DEFENSE, AND HOLD HARMLESS OBLIGATIONS IS LIMITED TO NO MORE THAN THE AMOUNT PAID TO SELLER UNDER BUYER'S ORDER AND BUYER AGREES TO INDEMNIFY SELLER FOR ANY EXCESS AMOUNTS. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISION(S) OF THIS AGREEMENT, SUCH PROVISION(S) WILL BE REGARDED AS AMENDED TO WHATEVER EXTENT REQUIRED TO MAKE SUCH PROVISION(S) CONSISTENT WITH THIS PROVISION.

19. ARBITRATION AND LAW

Disputes that arise under this Agreement or Buyer's Order that cannot be settled amicably by the Parties will be settled by arbitration in San Diego, California, United States of America under the prevailing rules of the commercial conciliation and arbitration rules of the American Arbitration Association. Judgment upon the arbitration award or decision may be entered in any court of competent jurisdiction. Arbitration awards and decisions are subject to Article 18, Limitation of Liability.

The laws of the State of California, excluding its conflicts of laws provisions and excluding the United Nations Convention on the International Sale of Goods ("CISG"), govern the interpretation and enforcement of this Agreement and Buyer's Order.

20. ASSIGNMENT

Buyer may not assign or transfer this Agreement or any Order, in whole or in part, without the prior written approval of Seller.

21. ETHICS AND VALUES

Seller is committed to uncompromising ethical standards, strict adherence to law, and customer satisfaction. Buyer is encouraged to communicate any concerns or questions regarding the ethics and value to the Teledyne Corporate Ethics Help Line, "Take the Right Action", at 1-877-666-6968.

22. UNENFORCEABLE PROVISIONS

In the event that one or more provisions of this Agreement document is held to be unenforceable, the remaining provisions apply in full and the invalid or unenforceable provision will be replaced by a provision that lawfully enforces the Parties' intention underlying the invalid or unenforceable provision.

23. SURVIVAL

The following Articles will survive the termination or expiration of this Agreement or any Order: 1: Definitions; 4: Credit Approval and Payment; 5: Taxes; 6: Shipping Terms and Risk of Loss; 7: Tooling; 9: Inspection and Tests; 10: Export Compliance; Foreign Corrupt Practices Act; 11: Delivery Schedules and Force Majeure; 12: Termination for Convenience; 13: Termination for Default; 15: Limited Warranty; 17: Indemnification; 18: Limitation of Liability; 19: Arbitration and Law; 20: Assignment; 22: Unenforceable Provisions; and 23: Survival.

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13. TERMINATION FOR DEFAULT

Either Party may terminate the Order if the other Party breaches a material provision of this Agreement or of the Order. In the event that a Party (the "Defaulting Party") is in breach of a material provision of this Agreement or the Order, the other Party (the "Non-Defaulting Party") will submit a written cure notice to the Defaulting Party advising of such breach. The Defaulting Party will have fifteen (15) days to cure the breach. If the Defaulting Party does not cure the breach within the fifteen (15) day period, the Non-Defaulting Party may terminate the Order.

14. CHANGES ORDERS AND AMENDMENTS

All change order requests must be submitted by the Buyer to the Seller in writing and will not be effective unless and until Seller consents in writing to the change(s). Seller will advise Buyer in writing of the price and/or delivery schedule impact, if any, of the change request. Seller's acceptance of changes will be subject to Buyer's agreement to any price and/or delivery schedule adjustments.

15. LIMITED WARRANTY

Seller warrants that the Goods manufactured by Seller will be free from defects in material and workmanship for a period of twelve (12) months from the date of original shipment, except for components and consumables that have shorter third party manufacturer's warranty periods. Components and consumables manufactured by third parties will bear the warranty of their manufacturer.

The specific warranty for a given product is the one in effect on the date of shipment. In the event that Buyer identifies any defects in material or workmanship, Buyer will promptly notify Seller of the defective Goods and the specific nature of the defect in accordance with Article 16, Return Authorizations.

Seller, at its sole discretion, will either repair or replace any such Goods found by Seller to be defective. Seller's warranty does not apply to any Goods that have been subjected to improper installation, misuse, alteration, repair, neglect, accident, inundation, fire, or the like.

THESE EXPRESS WARRANTIES, INCLUDING REMEDIES, ARE EXCLUSIVE AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS INTENDED OR GIVEN. IN THE CASE OF GOODS OTHER THAN THOSE OF SELLER'S OWN MANUFACTURE, SELLER MAKES NO WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED.

16. RETURN AUTHORIZATIONS

Buyer will promptly notify Seller of any nonconformance(s) in the Goods and afford Seller a reasonable opportunity to inspect the Goods. No Goods may be returned without Seller's prior authorization, as evidenced by a return authorization. Once a return authorization number is obtained, Buyer will return defective Goods transportation and insurance prepaid in accordance with instructions issued by Seller. Failure to follow Seller's return procedures may result in lost Goods, delays, additional service, restocking charges, warranty denial, or refusal of a shipment. The return authorization number must appear on the shipping label along with all paperwork associated with the return. Seller has the right to reject Goods returned without the correct return authorization number clearly marked on the outside of the shipping container. Granting a return authorization number does not necessarily mean that a credit will be approved or that the evaluation or repair will take place without a fee.

17. INDEMNIFICATION

Each Party (the "Indemnifying Party") will hold harmless and indemnify the other Party (the "Indemnitee") against all claims, judgments, costs, and fees, including attorney fees, relating to infringement of U.S. patents, designs, copyrights, or trademarks to the extent that the infringing Goods are manufactured, sold, or used in whole or in part to the Indemnifying Party's specifications, designs, drawings, or other technical data.

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6. SHIPPING TERMS AND RISK OF LOSS

All domestic shipments by Seller are F.O.B. Seller's place of shipment, as defined in the Uniform Commercial Code. All international shipments by Seller are Ex-Works, as defined by INCOTERMS 2000. Risk of loss for Goods will transfer to Buyer upon Seller presenting Goods to carrier. If Seller prepays shipping, insurance, or other related costs, Buyer agrees to reimburse Seller promptly for the actual costs incurred by Seller.

7. TOOLING

Unless otherwise provided by special written agreement signed by Seller and Buyer, all tooling, fixtures, equipment, tools, software, and designs produced, acquired, or used by Seller for the purposes of filling Buyer's Order remain the property of the Seller.

8. PACKING AND PACKAGING

Seller's prices for Goods include Seller's standard commercial packing and packaging. Any non-standard or special packing or packaging requirements requested by Buyer will be provided by Seller at additional cost to Buyer.

9. INSPECTION AND TESTS

All Goods manufactured by Seller are subject to Seller's standard inspection processes and, if applicable, acceptance testing at Seller's facility. Any additional requirements, including, without limitation, Buyer's source inspection or additional testing, are at Buyer's sole expense. If Seller and Buyer agree that Buyer is to inspect or provide for inspection at the place of manufacture, such inspection may not interfere unreasonably with Seller's operations and the Buyer's approval or rejection of Goods based on such source inspection and/or testing must be made prior to shipment of the Goods.

10. EXPORT COMPLIANCE; FOREIGN CORRUPT PRACTICES ACT

For any resale, export, or re-export of the Goods, Buyer must comply with all applicable export regulations, export licensing requirements, and the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd1 through 78dd3, as amended.

11. DELIVERY SCHEDULES AND FORCE MAJEURE

Shipping dates are approximate and require prompt receipt of all necessary Buyer-furnished information and material if applicable.

Seller is not liable for any damages, re-procurement costs, or penalties related to late deliveries. Without limiting the generality of the foregoing, Seller is not liable for delays due to force majeure, including, but not limited to, weather conditions, acts of God, acts of civil or military authorities, fires, strikes, job actions, floods, earthquakes, epidemics, quarantine restriction, war, terrorism, riot, supplier or vendor delays, or any other causes beyond the reasonable control of Seller. In the event of such delay, Seller will promptly notify Buyer and the date(s) of delivery will be deferred for a period commensurate with the time lost due to the delay. If the excusable delay under force majeure continues for more than ninety (90) days, Seller and Buyer will each have the option of terminating the affected Order(s) under Article 12, Termination for Convenience. If Seller's production is curtailed for any of the above reasons so that Seller is unable to deliver the full quantity of Goods scheduled for delivery to Buyer, Seller may allocate deliveries of available Goods among its various customers then under order for similar Goods. The allocation will be made in a commercially fair and reasonable manner. When such allocation has been made, Buyer will be notified of the estimated quota made available.

12. TERMINATION FOR CONVENIENCE

Buyer may request to terminate Buyer's Order for convenience in whole or in part and Seller agrees to cooperate with Buyer in attempting to make such arrangements conditioned on Buyer paying Seller for all deliveries made and for all work in process, including all applicable direct and indirect costs, settlements with suppliers, and related administrative, accounting, and legal costs, plus a normal profit. To the extent possible, Seller will use reasonable commercial efforts to divert materials and work in process from Buyer's Order to other customers' orders in order to minimize Buyer's termination costs.

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TERMS & CONDITIONS:

1. DEFINITIONS

"Seller" means Teledyne RD Instruments, Inc., a business unit of Teledyne Technologies Incorporated. "Buyer" means the legal entity purchasing Goods from Seller. "Goods" means the products offered by Seller and/or purchased by Buyer. "Offer" means any quote, proposal, or offer to sell Goods provided by Seller to Buyer. "Order" means any purchase order or similar instrument issued by Buyer to Seller to purchase Goods. Seller and Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

2. ACCEPTANCE

The terms and conditions included in this "Terms and Conditions of Sale" document (hereinafter, this "Agreement") apply to all Offers made by Seller to Buyer and all Buyer's Orders accepted by Seller. Acceptance of Buyer's Orders, and any changes or amendments thereto, is expressly conditioned upon Buyer's assent to these terms and conditions. Unless specifically agreed to in writing by a duly authorized representative of Seller, Seller objects to, and is not bound by, any terms or conditions that differ from or add to the terms and conditions specified herein. Seller's failure to object to any terms and conditions or any other provisions contained in any communication from Buyer, including, but not limited to, Buyer's Orders, does not waive any of the terms and conditions specified herein. Seller's acceptance of any resulting Order or Buyer's receipt of Goods, whichever occurs first, will conclusively evidence Buyer's unconditional acceptance of these terms and conditions. A minimum Order amount of \$100.00 USD applies.

3. PRICES

Unless stated otherwise in writing by Seller, all prices are stated in U.S. Dollars and the prices offered are valid for a period of thirty (30) days from the date of Seller's Offer. The prices offered apply only to the specific quantities, specifications, and delivery schedules set forth in Seller's Offer. Any variation in quantity, specifications, or delivery schedules may necessitate a price and/or delivery schedule adjustment. Unless stated otherwise, all prices for domestic deliveries are F.O.B. Seller's place of shipment, as defined in the Uniform Commercial Code (UCC), and all prices for international deliveries are Ex-Works, as defined by INCOTERMS 2000.

4. CREDIT APPROVAL AND PAYMENT

Standard payment terms for domestic Orders are net thirty (30) days from date of Seller's invoice, subject to credit approval of Buyer by Seller. Payment terms for international orders may be cash in advance by wire transfer or an irrevocable letter of credit confirmed with Seller's bank. Credit terms, shipments, and performance of work are at all times subject to the approval of Seller's Credit Department. Each shipment is a separate and independent transaction and payment must be made by Buyer accordingly.

If, prior to shipment of Buyer's Order, Buyer fails to fulfill the terms of payment of any prior invoice submitted by Seller or, if in the opinion of Seller, Buyer's financial condition becomes impaired or unsatisfactory, Seller reserves the right to change, without notice, the terms of payment and/or delay or discontinue further shipments, without prejudice to any other available legal remedies, until past due obligations have been paid and Seller has received acceptable assurance regarding Buyer's prompt payment of future obligations. All amounts due to Seller but not paid by Buyer on the due date bear interest payable by Buyer to Seller in U.S. Dollars at a rate that is equal to the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted under applicable law. Interest accrues on the balance of unpaid amounts as of the date on which portions of those amounts become due until the date payment is received by Seller. Buyer will also be liable to Seller for any expenses incidental to collection of past due amounts, including reasonable attorney's fees and court costs. In the event of Buyer's bankruptcy or insolvency, Seller is entitled to terminate any Order then outstanding and to receive reimbursement for termination costs and expenses as provided under Article 13, Termination for Default.

5. TAXES

The amount of any present or future sales, use, excise, import duty, or other tax applicable to the manufacture, sale, or lease of Goods will be added to the invoice and must be paid by Buyer, unless the Buyer provides Seller with a tax exemption certificate acceptable to the applicable taxing authority.

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Catalog No.	Description	Qty	Price
WHSZ1200	WH Sentinel 1200 kHz SC ADCP, 256MB Memory	3	✓ \$58,092.00
WHWDS-050	Waves Monitor and Waves View Software/ Firmware with 50m Pressure Sensor and 1GB memory card (NOT for Horizontal, Express ADCPs). New system order only (see Refit for existing systems). Alternative Pressure Sensor ratings available at no extra charge (see WHPRES-XXX list).	3	✓ \$10,815.00
WHABP	WH alkaline battery pack (factory degaussed)	6	✓ \$810.00
	Shipping and Insurance to Santiago Chile	1	✓ \$1,000.00
Total Order			\$70,717.00

Delivery: 30 Days ARO

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