

April 21, 2015

TO: Users of Devices Subject to General License Registration

SUBJECT: ANNUAL REGISTRATION OF GENERALLY LICENSED DEVICES

The U.S. Nuclear Regulatory Commission (NRC) requires annual registration of certain devices that are possessed under the general license issued in Section 31.5 of Title 10 U.S. Code of Federal Regulations (10 CFR 31.5). Devices subject to registration include those containing the radioactive material and activity listed in Table 1 of the attached NRC Form 664. You are receiving this notice because NRC records indicate that you have one or more such devices. Information about the general license registration program is available NRC website at <http://www.nrc.gov/materials/miau/miau-reg-initiatives/gen-license.html>

Note that under 10 CFR 31.5(c)(11), the attached General Licensee Registration Package must be completed, signed, and returned to the NRC within 30 days from the date of this letter. Read all of the instructions prior to completing the package. Mail the completed package in the enclosed envelope to:

Director, Office of Nuclear Material Safety
and Safeguards
ATTN: GLTS
U.S. Nuclear Regulatory Commission
Washington DC 20555-0001

Registration Fee: Commission regulations (10 CFR 170.31, Category 3Q) require that you submit a registration fee with each registration on an annual basis. The registration fee is subject to change yearly, and you are required to submit the fee that is in effect as of the date of this letter. An invoice for the current amount due will be sent to you under separate cover. If you have any questions about the fee or the invoice, please contact the License Fee Billing Help Desk at 301-415-7554 or e-mail at fees.resource@nrc.gov.

NRC amended 10 CFR Parts 170.11 and 170.31 to provide that 10 CFR Part 170 fees be assessed to Federal agencies, where applicable, in accordance with the Energy Policy Act of 2005. Therefore, those Federal facilities required to register certain generally licensed devices in their possession will be required to pay the annual registration fee.

Attachment: NRC Form 664 -- General Licensee Registration and Instructions

Sincerely,



Hector Rodriguez-Luccioni, PhD
U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and
Safeguards
Division of Material Safety, State, Tribal and
Rulemaking Programs
Material Safety Licensing Branch

INSTRUCTIONS FOR COMPLETING NRC FORM 664
"GENERAL LICENSEE REGISTRATION"

Review all six sections of this registration form. If any information is incorrect or missing, make corrections in the applicable boxes. If you have more devices than space provided in the form, **copy the form before starting, as needed.** Use black ink and print in **CAPITAL LETTERS**. Start information in the first box provided. If the information contains a number with a dash (-) or a decimal point (.), include the dash or decimal point as an individual character. Use the "ø" character to represent the number 0 (zero).

Verify information about the devices by reviewing the label on the outside of the device. **For safety reasons, DO NOT TRY TO TAKE APART any device to verify this information.** If you are uncertain how to identify the device's label, contact the device's manufacturer or an authorized service agent for this information. Also, contact the manufacturer for any additional information about NRC requirements. You may also review 10 CFR 31.5 and other applicable regulations on the NRC web site at <http://www.nrc.gov/reading-rm/doc-collections/cfr/>, or review specific information about the general licensee project at <http://www.nrc.gov/materials/miau/miau-reg-initiatives/gen-license.html>

Note to specific licensees: If you believe the device(s) listed on the registration form are possessed under your specific license, then verify the device label does not state the device is subject to a general license. If the labels indicate the device is subject to a general license, then complete the registration form as instructed below. If not, complete the registration as instructed below, however, in Section 2, follow the instructions for "not in possession of device" and complete one Section 4 page per device transferred to your specific license.

Section 1 - General Licensee Information. Provide the requested information about you, the general licensee.

On Page 1, provide the street address/location where your device(s) are used. For portable devices, provide the storage location. P.O. Box addresses are not allowed.

Do not write in the box marked **For NRC Use Only**.

On Page 2, provide the name, telephone number, and title of the individual responsible for your device(s), and a mailing address where correspondence about your device(s) can be sent. The mailing address should be specific to the physical location where the devices are used and/or stored (P.O. boxes may be used if this is the only available mailing address). The individual indicated in this section as responsible for your device(s) must also verify and sign the form in Section 5.

Section 2 - Devices Subject to Registration. This section lists each device subject to registration and in your possession, according to NRC records. Devices subject to registration include those containing at least one of the radionuclides listed in Table 1, with the activity indicated, at the time of manufacture.

Table 1. Criteria for Registration

Radionuclide	Activity greater than or equal to:
Strontium-90, Radium-226	3.7 megabecquerel (0.1 millicurie)
Cobalt-60, Curium-244, Americium-241, and Californium-252	37 megabecquerel (1 millicurie)
Cesium-137	370 megabecquerel (10 millicurie)

Use the codes from Table 2 when correcting isotope information for devices in this section. If you do not possess a device on this list, blacken the "not in possession of device" circle, and provide the relevant information in Section 4. Note that each device is assigned a unique six-digit number called the NRC Device Key.

Table 2. Isotope Codes for Sections 2 and 3

Radionuclide	Code for form	Radionuclide	Code for form
Americium-241	AM241	Curium-244	CM244
Californium-252	CF252	Strontium-90	SR90
Cesium-137	CS137	Radium-226	RA226
Cobalt-60	CO60		

Section 3 - Additional Devices. If you have other generally licensed devices (not listed in Section 2) that meet the conditions for registration listed in Table 1, provide information about each additional device. **Before starting, copy this section as needed for your additional devices.** Also indicate how you acquired each device by blackening the proper circle.

When entering isotope and unit information for your device(s), use the codes listed in Table 2 of Section 2 for isotope information, and use the codes from Table 3 for unit information:

Table 3. Unit Codes for Section 3

Unit	Code for form	Unit	Code for form
picocurie	PCI	becquerel	BQ
nanocurie	NCI	kilobecquerel	KBQ
microcurie	UCI	megabecquerel	MBQ
millicurie	MCI	gigabecquerel	GBQ
curie	CI	terabecquerel	TBQ
pound	LB	microgram	UG
		milligram	MG
kilogram	KG	gram	G

Section 4 - Not in Possession of Device. Use this section to report any devices that are listed in Sections 2 or 6, but that you no longer possess. **Before starting, copy this section as needed for additional devices that are not in your possession.** Enter the NRC Device Key, as listed in Section 2 or 6. Blacken the circle (choose only one) that best describes the disposition of the device and complete the rest of the section as appropriate.

Section 5 - Certification and Signature. The responsible individual must certify, sign, and date Section 5.

Section 6 - Devices Not Subject to Registration. This list contains information about devices that NRC records indicate are in your possession, but **are not subject to registration.** If you no longer have one or more of the listed devices, you are required to make a transfer report to NRC in accordance with 10 CFR 31.5(c)(8) or (9), as applicable. You may use Section 4 for this purpose. This section does not list any static eliminators containing polonium-210 (Po-210), or luminous exit signs containing tritium (H-3). These devices are not subject to registration, and are not included in this section in an effort to reduce the length of this form.

RETURN THE COMPLETED FORM IN THE ENCLOSED ENVELOPE WITH PROPER POSTAGE.



U.S. NUCLEAR REGULATORY COMMISSION

GENERAL LICENSEE REGISTRATION

Estimated burden per response to comply with this mandatory collection request: 20 minutes. NRC will use this information to track general licensees and their devices to ensure a higher level of device accountability. Send comments regarding burden estimate to the Records and FOIA/Privacy Services Branch (7-5F52), U. S. Nuclear Regulatory Commission, Washington, DC 20555-0001, or by internet e-mail to infocollections@nrc.gov to the Desk Officer, Office of Information and Regulatory Affairs, NEOB-10202, (3150-0000). Office of Management and Budget, Washington, DC 20503. If a means used to impose an information collection does not display a currently valid OMB control number, the NRC may not conduct or sponsor, and a person is not required to respond to, the information collection.

GL-725732-19

[illegible][illegible][illegible][illegible][illegible]

C	T
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0	6	0	8	2
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Category:

Packet Receipt Date (MMDDYYYY):

Accession Number:





SECTION 1
PAGE 2 of 2

Enter the name, telephone number and title of the person who is the responsible individual for the device(s).

[illegible][illegible]

7

8	6	0	2	7	2	4	2	3	5
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[illegible][illegible][illegible][illegible][illegible]

C	T
---	---

0	6	0	8	2
---	---	---	---	---

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04/07/2015

SECTION 2 - DEVICES SUBJECT TO REGISTRATION

SECTION 2

Our records indicate that you have these devices. Please update the information as necessary.

PAGE 1 of 1

NRC Device Key 595296 (Internal Control Number)

Distributor/Distributed By:

NDC INFRARED ENGINEERING, INC

Distributor License Number:

1933-19GL

Manufacturer Name:

NDC INFRARED ENGINEERING, INC

Device Model (Not Source Model):

103X

Device Serial Number:

12294

Transfer Date (Receipt Date): 00/00/0000

01 13 2012

☒ Not in possession of device (Also complete Section 4.)

MM DD YYYY

	Isotope (e.g. AM241)	Activity (e.g. 100)	Unit (e.g. mCi)
1	AM241	150	MCi
2			
3			
4			
5			
6			



04/07/2015

SECTION 2 - DEVICES SUBJECT TO REGISTRATION

SECTION 2

Our records indicate that you have these devices. Please update the information as necessary.

PAGE 1 of 1

NRC Device Key 778106 (Internal Control Number)

Distributor/Distributed By:

NDC INFRARED ENGINEERING, INC

Distributor License Number:

1933-19GL

Manufacturer Name:

NDC INFRARED ENGINEERING, INC

Device Model (Not Source Model):

103X

Device Serial Number:

13823

Transfer Date (Receipt Date): 00/00/0000

06 15 2012

☒ Not in possession of device (Also complete Section 4.)

MM DD YYYY

	Isotope (e.g. AM241)	Activity (e.g. 100)	Unit (e.g. mCi)
1	AM 241	150	MC1
2			
3			
4			
5			
6			



04/07/2015

SECTION 2 - DEVICES SUBJECT TO REGISTRATION

SECTION 2

Our records indicate that you have these devices. Please update the information as necessary.

PAGE 1 of 1

NRC Device Key 796971 (Internal Control Number)

Distributor/Distributed By:

NDC INFRARED ENGINEERING, INC

Distributor License Number:

1933-19GL

Manufacturer Name:

NDC INFRARED ENGINEERING, INC

Device Model (Not Source Model):

103X

Device Serial Number:

13899

Transfer Date (Receipt Date): 00/00/0000

11 23 2011

MM

DD

YYYY

☒ Not in possession of device (Also complete Section 4.)

	Isotope (e.g. AM241)	Activity (e.g. 100)	Unit (e.g. mCi)
1	AM241	150	MCi
2			
3			
4			
5			
6			



04/07/2015

SECTION 2 - DEVICES SUBJECT TO REGISTRATION

SECTION 2

Our records indicate that you have these devices. Please update the information as necessary.

PAGE 1 of 1

NRC Device Key 757357 (Internal Control Number)

Distributor/Distributed By:

NDC INFRARED ENGINEERING, INC

Distributor License Number:

1933-19GL

Manufacturer Name:

NDC INFRARED ENGINEERING, INC

Device Model (Not Source Model):

103X

Device Serial Number:

13618

Transfer Date (Receipt Date): 00/00/0000

06 15 2012

☐ Not in possession of device (Also complete Section 4.)

MM

DD

YYYY

	Isotope (e.g. AM241)	Activity (e.g. 100)	Unit (e.g. mCi)
1	AM241	150	MC1
2			
3			
4			
5			
6			



04/07/2015

SECTION 2 - DEVICES SUBJECT TO REGISTRATION

SECTION 2

Our records indicate that you have these devices. Please update the information as necessary.

PAGE 1 of 1

NRC Device Key 819328 (Internal Control Number)

Distributor/Distributed By:

NDC INFRARED ENGINEERING, INC

Distributor License Number:

1933-19GL

Manufacturer Name:

NDC INFRARED ENGINEERING, INC

Device Model (Not Source Model):

103X

Device Serial Number:

13892

Transfer Date (Receipt Date): 00/00/0000

11 23 2011

☐ Not in possession of device (Also complete Section 4.)

MM DD YYYY

	Isotope (e.g. AM241)	Activity (e.g. 100)	Unit (e.g. mCi)
1	AM241	150	MCi
2			
3			
4			
5			
6			



04/07/2015

SECTION 2 - DEVICES SUBJECT TO REGISTRATION

SECTION 2

Our records indicate that you have these devices. Please update the information as necessary.

PAGE 1 of 1

NRC Device Key 819329 (Internal Control Number)

Distributor/Distributed By:

NDC INFRARED ENGINEERING, INC

Distributor License Number:

1933-19GL

Manufacturer Name:

NDC INFRARED ENGINEERING, INC

Device Model (Not Source Model):

103X

Device Serial Number:

13893

Transfer Date (Receipt Date): 00/00/0000

11 23 2011

☐ Not in possession of device (Also complete Section 4.)

MM DD YYYY

	Isotope (e.g. AM241)	Activity (e.g. 100)	Unit (e.g. mCi)
1	AM241	150	MC1
2			
3			
4			
5			
6			



04/07/2015

SECTION 3 - ADDITIONAL DEVICES SUBJECT TO REGISTRATION

PAGE 1 of 1

Provide information about other devices you have that are subject to registration. Do not report specifically licensed devices.

[illegible][illegible][illegible][illegible][illegible]

☐ Manufacturer/Initial Transferor listed above

☐ Other General Licensee

Date Transferred:

☐ Other Source

(Received)

MM

DD

Y Y Y Y

Activity (e.g. 100)

Unit (e.g. mCi)

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.



04/07/2015

SECTION 4

PAGE 1 of 1

Provide information about devices listed in Section 2 or 6, but no longer in your possession.

Transfer Date:

7	7	8	1	0	6	
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MM DD YYYYY

Location of the Device:

- ☐ Whereabouts Unknown (complete Part 1 only) ☐ Transferred to another general licensee (complete Parts 2 and 3)
☐ Never Possessed the Device (complete Part 1 only) ☐ Transferred to a Specific Licensee (Not the manufacturer)
☒ Returned to Manufacturer (complete Part 1 only) (complete Part 2)

Part 2 License Number of Recipient (if transferred to a specific licensee):

[illegible]

Company Name:

[illegible]

Department:

[illegible]

Address Line 1:

[illegible]

Address Line 2:

[illegible]

City:

[illegible]

State:

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Zip Code:

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Part 3

Enter the name of the individual responsible for this device:

Last Name:

[illegible]

First Name:

[illegible]

Middle Initial:

Telephone Number:

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Extension:

--	--	--	--	--

Title:

[illegible]



04/07/2015

SECTION 4

PAGE 1 of 1

Provide information about devices listed in Section 2 or 6, but no longer in your possession.

Transfer Date:

Y Y Y Y

☐ Whereabouts Unknown (complete Part 1 only) ☐ Transferred to another general licensee (complete Parts 2 and 3)
☐ Never Possessed the Device (complete Part 1 only) ☐ Transferred to a Specific Licensee (Not the manufacturer)
☒ Returned to Manufacturer (complete Part 1 only) (complete Part 2)

[illegible][illegible][illegible][illegible][illegible][illegible]

State:

 Zip Code:

 -

Last Name:

[illegible][illegible]

1

Telephone Number:										Extension:				
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[illegible]



GL-725732-19
04/07/2015

SECTION 4 - NOT IN POSSESSION OF DEVICE

SECTION 4
PAGE 1 of 1

Provide information about devices listed in Section 2 or 6, but no longer in your possession.

Part 1

Transfer Date:

NRC Device Key:

(from Section 2 or 6)

8 2 2 9 7 5

1 0 1 6 2 0 1 4

MM

DD

YYYY

Location of the Device:

- ☐ Whereabouts Unknown (complete Part 1 only) ☐ Transferred to another general licensee (complete Parts 2 and 3)
- ☐ Never Possessed the Device (complete Part 1 only) ☐ Transferred to a Specific Licensee (Not the manufacturer)
- ☐ Returned to Manufacturer (complete Part 1 only) (complete Part 2)

Part 2 License Number of Recipient (if transferred to a specific licensee):

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Company Name:

S T R S O L A R S U Z H O U C O L T D

Department:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Address Line 1:

C H A N G K U N I N D U S T R I A L P A R K

Address Line 2:

S H A J I A B A N G C H A N G S H U

City:

2 1 S S A 2 C H I N A

State:

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Zip Code:

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Part 3

Enter the name of the individual responsible for this device:

Last Name:

A L V A R E Z P L A Z A

First Name:

B E R N A R D O

Middle Initial:

E

Telephone Number:

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Extension:

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Title:

+ 8 6

0 5 1 2

5 2 1 3 9 2 0 2

G E N E R A L M A N A G E R



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SECTION 5 - CERTIFICATION

SECTION 5
PAGE 1 of 1

I hereby certify that:

- A. All information contained in this registration is true and complete to the best of my knowledge and belief.
- B. A physical inventory of the devices subject to registration has been completed, and the device information on this form has been checked against the device labeling.
- C. I am aware of the requirements of the general license, provided in 10 CFR 31.5.
(Copies of applicable regulations may be viewed at the NRC website at:
<http://www.nrc.gov/reading-rm/doc-collections/cfr>)

7-7-2015

SIGNATURE - RESPONSIBLE INDIVIDUAL (Listed in Section 1)

DATE

WARNING: FALSE STATEMENTS MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PENALTIES. NRC REGULATIONS REQUIRE THAT SUBMISSIONS TO THE NRC BE COMPLETE AND ACCURATE IN ALL MATERIAL ASPECTS. 18 U.S.C. SECTION 1001 MAKES IT A CRIMINAL OFFENSE TO MAKE A WILLFULLY WRONG STATEMENT OR REPRESENTATION TO ANY DEPARTMENT OR AGENCY OF THE UNITED STATES AS TO ANY MATTER IN ITS JURISDICTION.



04/07/2015

SECTION 6 - DEVICES NOT SUBJECT TO REGISTRATION

SECTION 6

PAGE 1 of 1

NRC Device Key: 816851

Manufacturer License No: 1933-19GL

Manufacturer Name: NDC INFRARED ENGINEERING INC

Model Number: 302

Serial #: 3024861

Transfer Date: 4/7/2009 00

Isotope: KR85

Activity: 200.000000000

Unit: mCi



March 16, 2015

Mr. Aaron Brown
Specialized Technology Resources (STR)
18 Craftsman Road
East Windsor, CT 06088
(860) 763-7014

Dear Mr. Brown:

Please be advised that the radioactive device(s) as detailed below was received under RMA# 814224 for transfer by NDC Infrared Engineering under CA License No 1933-19 GL.

<u>Date Received</u>	<u>Date Shipped</u>	<u>Model</u>	<u>NDC S/N</u>	<u>Isotope</u>	<u>Activity (mCi)</u>
15-Dec-2014	12-Feb-2015	103X	13618	Am-241	150
15-Dec-2014	12-Feb-2015	103X	13892	Am-241	150
15-Dec-2014	12-Feb-2015	103X	13893	Am-241	150
15-Dec-2014	12-Feb-2015	302	3024861	Kr-85	200

Transferred from:

Specialized Technology Resources (STR)
18 Craftsman Road
East Windsor, CT 06088

Transferred to:

Specialized Technology Resources (STR)
10 Water Street
Enfield, CT 06082

Notification of this transfer must be sent to your government agency that controls radiation in your area. This notification must be sent on company letterhead. If you have any questions please feel free to give me a call.

Sincerely,

Frank Aguirre
Radiation Safety Officer
NDC Technologies



5314 North Irwindale Avenue, Irwindale, CA 91706
Tel: +1 626 960 3300 Fax: +1 626 939 3870
info@ndcinfrared.com www.ndc.com
A spectris company

Measured by Commitment

**NDC Technologies**

5314 North Irwindale Avenue
Irwindale, California 91706 USA
Tel. (626) 960-3300 Fax (626) 939-3871

Supplier NDC
Technologies
5314 N. Irwindale Ave.
Irwindale, CA 91706

Shipper 814224

Ship To: Specialized Technology Resources
(STR)
10 Water Street
Enfield, CT, 06082, US

Attention: Aaron Brown

Requester:

Our Order No.	Your Order No.	F.O.B.	Ship Via	Terms	Date Shipped	PG
814224	217175- 01/217176-01		FedEx 2 nd Day	Net 30	1/30/2015	

Item	Product	Product Description	Serial Number	Quantity		
				Open	B/O	Shipped
809800-R-2 809800-R-4 809800-R-5 809800-R-7		Model 103X S/N 13618 Model 103X S/N 13892 Model 103X S/N 13893 Model 302 S/N 3024861		Package Reading: <u>4.1</u> mR/hr		
						1 1

"This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation."

Model No. 103S/N: 13892Model No. 103S/N: 13893

"NDC Sensor Probe contains a radioactive source, Class 7, Am-241 5.55 GBq, Excepted Package Instrument, UN2911, RQ"

"NDC Sensor Probe contains a radioactive source, Class 7, Am-241 5.55 GBq, Excepted Package Instrument, UN2911, RQ"

Model No. 103S/N: 13618

"NDC Sensor Probe contains a radioactive source, Class 7, Am-241 5.55 GBq, Excepted Package Instrument, UN2911, RQ"

Emergency contact Information
NDC: (626) 960-3300
Chemtec: (800) 424-9300



LEAK TEST CERTIFICATE

Owner: STR USA
Address: East Windsor, CT - USA
Model/Serial Number: 103X S/N 13618

Source Number 3226AR
Manufacturer QSA Global, Inc.
Isotope Am-241
Strength 5.55 GBq / 150 mCi
Model Number AMC.P6
Date Wiped 24-Nov-14
Results* <4.0 Bq / <.0001 microcuries
Shutter Check Performed

Dated:

02-Dec-14

Approved By:

Frank Aguirre
Radiation Safety Officer

*<185 becquerels / <.005 microcuries indicates non-leaking source

NDC Infrared Engineering Inc., 5314 North Irwindale Avenue, Irwindale, CA 91706 USA
Telephone : (626) 960 - 3300, Fax: (626) 939-3870, info@ndcinfraed.com

www.ndcinfraed.com



LEAK TEST CERTIFICATE

Owner: STR USA
Address: East Windsor, CT - USA
Model/Serial Number: 103X S/N 13892

Source Number _____ 5259AR _____
Manufacturer _____ QSA Global, Inc. _____
Isotope _____ Am-241 _____
Strength _____ 5.55 GBq / 150 mCi _____
Model Number _____ AMC.P6 _____
Date Wiped _____ 24-Nov-14 _____
Results* _____ <4.0 Bq / <.0001 microcuries _____
Shutter Check _____ Performed _____

Dated:

_____ 02-Dec-14 _____

Approved By:

Frank Aguirre
Radiation Safety Officer

*<185 becquerels / <.005 microcuries indicates non-leaking source

NDC Infrared Engineering Inc., 5314 North Irwindale Avenue, Irwindale, CA 91706 USA
Telephone : (626) 960 - 3300, Fax: (626) 939-3870, info@ndcinfrared.com

www.ndcinfrared.com



LEAK TEST CERTIFICATE

Owner: STR USA
Address: East Windsor, CT - USA
Model/Serial Number: 103X S/N 13893

Source Number 5268AR
Manufacturer QSA Global, Inc.
Isotope Am-241
Strength 5.55 GBq / 150 mCi
Model Number AMC.P6
Date Wiped 24-Nov-14
Results* <4.0 Bq / <.0001 microcuries
Shutter Check Performed

Dated:

02-Dec-14

Approved By:

Frank Aguirre
Radiation Safety Officer

*<185 becquerels / <.005 microcuries indicates non-leaking source

NDC Infrared Engineering Inc., 5314 North Irwindale Avenue, Irwindale, CA 91706 USA
Telephone: (626) 960 - 3300, Fax: (626) 939-3870, info@ndcinfrared.com

www.ndcinfrared.com



January 29, 2015

Mr. Aaron Brown
Specialized Technology Resources (STR)
18 Craftsman Road
East Windsor, CT 06088
Ph: (860) 763-7014

Dear Mr. Brown:

Please be advised that the radioactive device(s) as detailed below have been received by NDC Infrared Engineering under RMA# 814224. As of December 15, 2014, NDC Infrared Engineering has taken possession and title of these devices under CA License No 1451-19.

<u>Date Received</u>	<u>Model</u>	<u>NDC S/N</u>	<u>Source S/N</u>	<u>Isotope</u>	<u>Activity (mCi)</u>
15-Dec-2014	103X	12294	8684LQ	Am-241	150
15-Dec-2014	103X	13823	4955AR	Am-241	150
15-Dec-2014	103X	13899	5237AR	Am-241	150

Notification of this transfer must be sent to your government agency that controls radiation in your area. This notification must be sent on company letterhead. If you have any questions please feel free to give me a call.

Sincerely,

X

Frank Aguirre
Radiation Safety Officer
NDC Infrared Engineering Inc

NDC Infrared Engineering Inc., 5314 North Irwindale Avenue, Irwindale, CA 91706 USA
Telephone: (626) 960 - 3300, Fax: (626) 939-3870,
info@ndcinfrared.com



www.ndcinfrared.com



Chang Kun Industrial Park, No.26 Nanxin Road
Shajiahang Changshu 215542 China

Tel: +86 0512 -52139202

To Whom It May Concern:

STR Solar(Suzhou) Co.,Ltd is currently in possession of the NDC Engineering Device Model 302 S/N 3024851 and Model 302 S/N 3241981. The device is currently registered with the State Environmental Protection Administration. If you have any questions or concerns, please feel free to contact me in this regard.

Documents marked
SEPA 1 and SEPA 2
included.

Sincerely,

A handwritten signature in black ink, reading 'Bernardo Eloy Alvarez Plaza'. The signature is fluid and cursive, with the first name 'Bernardo' being the most prominent.

Bernardo Eloy Alvarez Plaza

General Manager

STR Solar (Suzhou)





NDC Infrared Engineering, Inc.

5314 North Irwindale Avenue
Irwindale CA 91706

Phone : 626-960-3300 Fax : 626-939-3870

PACKING SLIP: 32834

Sold To: Specialized Technology Resources 18 Craftsman Rd EAST WINDSOR CT 06088 United States ATTN : Aaron Brown			Ship To: STR Solar (Suzhou) Co., Ltd. Changkun Industrial Park Shajiabang Changshu 215542 China ATTN : Aaron Brown		
Order No:	812833	Order Date:	06-MAR-14	Cust Account No:	98766
Cust PO No:	217158-01	Terms of Delivery:	FCA Irwindale (Incoterms 2010)	Despatch Note:	6427544

Line	Item No.	Product Description	UOM	Quantity Ordered	Quantity Despatched	Quantity BackOrdered
2.1	800848-R-1	Model 302 S/N 3024851	Ea	1	1	0
4.1	800848-R-2	Model 302 S/N 3241981	Ea	1	1	0

These commodities, technology, or software will be exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

No. of Pkgs	Weight	Volume	Date Shipped	Freight Carriers	Tracking Number(s)
2	50 kg	Ft3	16-OCT-14	Weis-Rolig-Air-International	Weis-Rolig

TERMS AND CONDITIONS OF SALE AND SUPPLY

1. Interpretation For the purposes of these Terms and Conditions of Sale and Supply ("Conditions"):
"Buyer" means the person, firm or company which places an order for purchase of Products and/or Services as identified in any such order or Proposal as the case may be.
"Conditions" means these terms and conditions of sale and supply as from time to time varied by the Supplier.
"Contract" means the agreement between the Supplier and the Buyer arising as a result of the Buyer's submission of an order for the Supplier's Products and Supplier's written acceptance and/or, in the case of Services, an agreement between such parties for the provision of Services by Supplier, as constituted by a Proposal. Such Contract shall be deemed to incorporate and be governed by these Conditions.
"Products" means goods supplied as agreed to be supplied by the Supplier to the Buyer under any Contract including, where applicable, any Software.
"Proposal" means a proposal document signed by the Supplier and the Buyer describing Services to be provided to or for the Buyer, subject to these Conditions.
"Services" means any services which the Supplier has agreed to provide to or for the Buyer under any Contract, as more fully described in the relevant Proposal.
"Supplier" means NDC Infrared Engineering Ltd, or any of its affiliates as named in any quotation or Proposal.
2. Basis of Sale. THESE CONDITIONS SHALL TAKE PRECEDENCE OVER ANY TERMS AND CONDITIONS WHICH APPEAR IN THE BUYER'S ORDER OR IN ANY DOCUMENTS INCORPORATED BY REFERENCE IN THE BUYER'S ORDER.
No term or condition of the Buyer's order additional to or different from these Conditions shall become part of any Contract unless explicitly agreed to in writing by the Supplier. Retention by the Buyer of any Products delivered by the Supplier, receipt by the Buyer of any Services performed by the Supplier or payment by the Buyer of any invoice rendered hereunder, shall be conclusively deemed acceptance of these Conditions. The Supplier's failure to object to any provision contained in any communication from the Buyer shall not be construed as a waiver of these Conditions nor as an acceptance of any such provision.
3. Quotations: Prices, specifications and delivery date referenced in the Supplier's quotations are for information only and shall not be binding on the Supplier until all technical requirements have been agreed and the Supplier has accepted the Buyer's order. Quotations terminate if the Buyer does not place an order with the Supplier within 60 days.
4. Orders: By submitting an order to the Supplier, the Buyer agrees to be subject to these Conditions in their entirety. All orders must be bona fide commitments showing definite prices and quantities and mutually agreed shipping dates. No order, whether or not submitted in response to a quotation by the Supplier, shall be binding upon the Supplier until accepted in writing by the Supplier.
5. Prices and Taxes: The prices for Products shall be the price quoted by the Supplier to the Buyer, and the fee for Services shall be the fee agreed in the Proposal or, in either case, as otherwise agreed between the parties in writing. Prices and fees do not include taxes, transport charges, insurance and export and/or import charges or duties including without limitation sales, value added tax, use or excise taxes, applicable to the Products sold or Services supplied under any Contract, which taxes and other charges may, in the Supplier's discretion, be added by the Supplier to the sale price and/or fees or billed separately and which taxes and other charges shall be paid by the Buyer unless the Buyer provides the Supplier with any necessary tax exemption certificate. Unless otherwise agreed in writing, the Buyer shall be liable to pay the Supplier's charges for transport, packaging, insurance and export and/or import clearance.
6. Shipment and Delivery:
6.1 The Supplier shall deliver or arrange for delivery of Products (FCA Irwindale (Incoterms 2010)) or other delivery point agreed between the parties. Any dates quoted by the Supplier for delivery of Products are approximate only and the Supplier shall not be liable for any delay in delivery of Products whatsoever caused and time for delivery is not of the essence.
6.2 The Supplier reserves the right to make delivery of Products by instalments and to tender a separate invoice in respect of each instalment. When delivery is to be by instalments or the Supplier exercises its right to deliver by instalments or if there is delay in the delivery of any one or more instalments for whatever reason the Buyer shall not be entitled to treat the Contract as a whole as repudiated.
7. Risk and Passing of Title: Subject to Section 8, title to, and risk of loss and damage to, the Products shall pass to the Buyer on delivery in accordance with Section 6. Any claims for loss, damage or misdelivery shall be filed with the carrier and notified to the Supplier within 5 days of the date of delivery. Products shall be deemed finally inspected and accepted within ten days after delivery unless notice of rejection is given to the Supplier within such period. Acceptance shall constitute acknowledgement of full performance by the Supplier of all obligations under the Contract except as stated in Section 12.
8. Security Interest: Buyer hereby grants to Supplier a security interest in all Products sold to Buyer as security for the due and punctual performance by Buyer of its payment obligations hereunder. Buyer authorizes Supplier to take any and all action necessary to evidence and perfect said security interest including, without limitation, the filing of any financing statements, and Buyer agrees to provide Supplier with all information required to make any such filing.
9. Services:
9.1 The Supplier shall provide Services in accordance with these Conditions and the terms of the relevant Proposal.
9.2 The Buyer shall, upon the Supplier's reasonable request and otherwise as required, provide the Supplier with all necessary information and materials to enable the Supplier to provide Services in accordance with the terms of any relevant contract. The Buyer will be responsible for the completeness and accuracy of all such information and materials provided, and will ensure that it is and remains entitled to provide the same to the Supplier for use in connection with provision of the Services.
10. Terms of Payment:
10.1 Each shipment of Products shall be a separate transaction and the Buyer will be invoiced on delivery. The Supplier shall be entitled to invoice the Buyer, in respect of Services, monthly in advance. Terms of payment shall be net thirty (30) days from date of invoice.
10.2 All amounts due under a Contract shall be paid in full by the Buyer without deduction, withholding, set-off or counterclaim for any reason whatsoever, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, save as may be required by law.
10.3 The Supplier may, in its sole discretion, determine at any time that the Buyer's financial condition requires full or partial payment in advance or the provision of security for payment by the Buyer in a form satisfactory to the Supplier.
10.4 If the Buyer fails to make any payment when due then, without prejudice to any other rights and remedies available to the Supplier, the Supplier shall (at its option) be entitled: (i) to treat the Contract as repudiated by the Buyer, to suspend or cancel further delivery of Products and/or the provision of Services or any part thereof under that Contract or any other Contract between them and claim damages and/or receive reasonable cancellation fees; (ii) to affirm the Contract and claim damages from the Buyer; and (iii) to recover, in addition to the payment, interest on the unpaid amount (both before and after judgement) at the rate of 5% per annum above the "prime rate" as set forth from time to time in the Wall Street Journal (East Coast Edition), until payment in full is made. Such interest shall be calculated daily.
11. Products:
11.1 The Supplier may modify specifications provided the modifications do not adversely affect the performance of the Products. In addition, the Supplier may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by government authority, or non-availability of materials from its suppliers.
11.2 All descriptions, illustrations and any other information relating to the Products contained in the Supplier's catalogues, brochures, price lists, advertising material and any sales or other particulars or literature are made by way of general description, are approximate only and for the general guidance and information of the Buyer. They shall not constitute warranties or representations by the Supplier nor shall they form part of any Contract.
12. Warranties:
12.1 The Supplier warrants that all Products shall be free from defects in material and workmanship under normal use for a period of one year from delivery to the Buyer, provided, however, that the Supplier does not warrant that operation of the Software (defined in Clause 14) will be uninterrupted or error free or that all program errors will be corrected. The Buyer shall be responsible for determining that the Product is suitable for the Buyer's use and that such use complies with any applicable law.
12.2 The Supplier warrants that it shall perform the Services substantially in accordance with the Proposal and with reasonable skill and care.
12.3 Provided that the Buyer notifies the Supplier in writing of any claimed defect in the Product immediately upon discovery and any such Product is returned at the Buyer's risk to the Supplier, transportation charges prepaid, within one year from date of delivery and upon examination the Supplier determines to its satisfaction, after a reasonable period to inspect such Products, that such Product is defective in material or workmanship, the Supplier shall, at its option, repair or replace the Products, shipment to the Buyer prepaid.
12.4 The Supplier shall have a reasonable time to make such repairs or to replace such Product. Any repair or replacement of Products shall not extend the period of warranty. This warranty is limited to a period of one year, without regard to whether any claimed defects were discoverable or latent on delivery.
12.5 Services which do not conform with the warranty under Section 12.2 and which are notified to the Supplier within 10 days of the Buyer becoming aware of the same, and in any event no later than 2 months after the date on which the Services were performed, shall, if the Supplier agrees they were non-conforming, be re-performed as soon as reasonably practicable after the Supplier's receipt of notice of the non-conforming Services. If the Supplier fails to rectify any deficient performance of the Services, the Buyer's sole remedy shall be reimbursement of that portion of the fees attributable to the Services concerned.
12.6 The Supplier shall not be liable for the breach of the warranty in respect of Products supplied if: (i) the Buyer makes further use of such Products after giving the notice required in Section 12.3; (ii) the defect or failure arises from the Buyer's own fault; (iii) the defect arises from any drawing, design or specification supplied by the Buyer or from other materials or other property supplied by the Buyer or from any parts or items that have not been completely manufactured by the Supplier; (iv) the defect arises other than out of manufacture including without limitation, circumstances of accident, misuse, unforeseeable use, neglect, alteration, improper installation, improper adjustment, improper repair, or improper testing; (v) the defect arises out of the use of the Products in conjunction with products or materials not reasonably contemplated by the Supplier; (vi) the failure or defect results from the Buyer's unauthorised addition to or modification of, or failure to comply with the Supplier's written instructions relating to, the Products or Services; and (vii) the failure or defect arises out of any breach by the Buyer of its obligations to provide information to the Supplier under this Agreement.
12.7 If the Buyer fails to pay when due any portion of any payment due from the Buyer to the Supplier under a Contract or otherwise, all warranties and remedies granted under this section may, at the Supplier's option, be terminated.
12.8 THE FOREGOING WARRANTIES APPLY ONLY TO THE BUYER, AS THE ORIGINAL PURCHASER, AND ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, TERMS AND CONDITIONS, EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, TO THE EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SUPPLIER'S SOLE AND EXCLUSIVE LIABILITY, AND THE BUYER'S SOLE AND EXCLUSIVE REMEDY, FOR BREACH OF THE WARRANTIES IN THIS SECTION 12 SHALL BE AS SET FORTH IN SUBSECTION 12.3 AND 12.5 HEREOF.
13. Liability:
13.1 Nothing in these Conditions shall exclude or limit the Supplier's liability to the extent that the same may not be excluded or limited as a matter of law.
13.2 Subject to Section 13.1, in relation to Products, the Supplier's maximum aggregate liability under or in connection with the supply, non-supply or purported supply of Products under any Contract, whether arising in contract, tort (including negligence) or otherwise, shall in no event exceed 100% of the total amount payable by the Buyer in respect of Products under that Contract.
13.3 Subject to Section 13.1, in relation to Services, the Supplier's maximum aggregate liability under or in connection with the supply, non-supply or purported supply of Services under any Contract, whether arising in contract, tort (including negligence) or otherwise, shall in no event exceed 100% of the total amount payable by the Buyer in respect of Services under that Contract and, in respect of Services continuing beyond one year, shall in no event exceed in any year 100% of the total amount payable by the Buyer in respect of Services in that year.
13.4 Subject to Section 13.1, the Supplier shall be under no liability to the Buyer for any loss of profit, loss of income, loss of use, loss of business, loss of revenue, loss of goodwill, or for any indirect or consequential loss or damage of any kind, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in tort (including negligence), contract or otherwise.
13.5 Any claim arising out of or in connection with a Contract must be commenced against the Supplier within one year of (i) delivery of the Products, or (ii) provision of the Services (as applicable), giving rise to the claim, and Supplier shall have no liability to the Buyer under or in connection with any claim commenced after such time.
14. Software: The Supplier shall at all times have and retain title and full ownership of all software, firmware, programming routines, and documentation relating to such software supplied by the Supplier for use with the Products, and of all copies made by the Buyer (collectively "Software") and grants the Buyer a non-exclusive and non-transferable licence to use such Software solely for use with the Products.
15. Intellectual Property Rights:
15.1 Notwithstanding delivery of and the passing of title in any Products and subject to section 14 and 15.3, nothing in these Conditions or any Contract shall have the effect of granting or transferring to, or vesting in, the Buyer any intellectual property rights in or to any Products and/or Services.
15.2 Buyer acknowledges and agrees that all property, copyright and other intellectual property rights in any work or tangible deliverable item arising from or created, produced or developed by the Supplier under or in the course of provision of any Services (the "Works"), wherever in the world enforceable, including without limitation all right title and interest in and to the Services and all documents, data, drawings, specifications, articles, sketches, drawings, reports, inventions, improvements, modifications, discoveries, tools, scripts and other items relating thereto shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of the Supplier and the Buyer shall acquire no right, title or interest in or to the same except as expressly stated in these Conditions.
15.3 The Supplier grants to the Buyer a revocable, non-exclusive, non-transferable licence to use such of the Works as are necessary, and to the extent necessary, for the Buyer to obtain and utilise the intended benefit of the Services.
15.4 If any claim is made against the Buyer that the Products or Services infringe the patent, copyright or other intellectual property rights subsisting in the United States of America of any third party, the Supplier shall indemnify the Buyer against all losses, damages, costs and expenses awarded against, or incurred by, the Buyer in connection with the claim or paid, or agreed to be paid, by the Buyer in settlement of the claim provided that: (i) the Supplier is given full control of any proceedings or negotiations in connection with any such claim; (ii) the Buyer shall give the Supplier all reasonable assistance for the purposes of any such proceedings or negotiations; (iii) except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Supplier; (iv) the Buyer shall do nothing which would or might vitiate any insurance policy or cover which the Buyer may have in relation to such infringement and shall use its best endeavours to recover any sums due thereunder and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover; (v) the Supplier shall be entitled to the benefit of, and the Buyer shall accordingly account to the Supplier for, all damages and costs (if any) awarded in favour of the Buyer which are payable by, or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and (vi) without prejudice to any duty of the Buyer at common law, the Supplier shall be entitled to require the Buyer to take such steps as the Supplier may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Supplier is liable to indemnify the Buyer under this section 15.4, which steps may include (at the Supplier's option) accepting from the Supplier non-infringing, modified or replacement Products or Services.
15.5 The Supplier shall have no obligation or liability under Section 15.4 insofar as the infringement arises from: (i) any additions or modifications made to the Products and/or Services in question, otherwise than by the Supplier or with its prior written consent; (ii) any information provided by the Buyer to the Supplier including without limitation any specification; (iii) performance by the Supplier of any work required to any Products, or performance of any Services, in compliance with the Buyer's requirements or specification; (iv) a combination with or an addition to equipment not manufactured or developed by the Supplier; or (v) the use of Products beyond that scope established by the Supplier or approved in writing by the Supplier.
15.6 Without prejudice to Section 13.1, this Section 15 states the entire liability of the Supplier and the exclusive remedy of the Buyer with respect to any alleged infringement of intellectual property rights belonging to a third party arising out of or in connection with the performance of any Contract. This Section 15 shall be subject to the limits of liability in Sections 13.2, 13.3 and 13.4.
16. Force Majeure: Notwithstanding anything to the contrary in these Conditions, the Supplier shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of Products or Services being prevented, delayed or rendered uneconomic by reason of circumstances or events beyond the Supplier's reasonable control. If due to such circumstances or events the Supplier has insufficient stocks to meet all its commitments the Supplier may apportion available stocks between its customers at its sole discretion.
17. Confidential Information: Each party undertakes to keep confidential, not use for its own purposes and not without the prior written consent of the other party disclose to any third party, any information of a confidential nature belonging or relating to the other party which may become known to it unless such information is or becomes public knowledge (other than by breach of this Section) or is required to be disclosed by order of a competent authority.
18. Cancellation, Rescheduling and Termination:
18.1 Orders for Products accepted by the Supplier may be cancelled or rescheduled by the Buyer only with the written consent of the Supplier (which consent the Supplier may withhold for any reason) and the Buyer shall indemnify the Supplier against




The Measure of Quality

- the cost of all labour and materials used in connection with the order so cancelled or varied and against all loss, damage cost, charges and expenses suffered or incurred by the Supplier as a result of that cancellation or variation.
- 18.2 Contracts for Services shall commence on the commencement date identified in the relevant Proposal and, subject to earlier termination in accordance with Section 18.3 or 18.4, shall continue in force for the initial term as prescribed in such Proposal and thereafter for any renewal period (if any) set out in the Proposal and thereafter without limit of period unless or until terminated by either party in accordance with Section 18.3 or 18.4.
- 18.3 Without prejudice to Section 18.4, either party may terminate a Contract for Services by giving ninety days (90) written notice to the other party.
- 18.4 Either party may terminate a Contract for Services immediately at any time by written notice to the other party if the other party commits a material breach of the Contract for Services which is incapable of remedy or which it fails to remedy within thirty days (30) of receiving written notice requiring it to be remedied.
- 18.5 Upon termination or expiry of any Contract for Services, each party shall, except to the extent permitted or required to exercise of perform its continuing rights, or obligations hereunder, return to the other party all property of the other party then in its possession, custody or control and shall not retain any copies of the same.
- 18.6 Termination of any Contract in accordance with these Conditions shall not affect the accrued rights or liabilities of the parties at the date of termination.
19. Insolvency of the Buyer: If: (i) the Buyer becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or carries out or undergoes any analogous act or proceedings under an applicable foreign law; or (ii) the Buyer ceases, or threatens to cease to carry on business then, without prejudice to any other right or remedy available to the Supplier, the Supplier may treat any Contract as repudiated and/or withhold any further supply of Products and/or Services without any liability to the Buyer and, if any Products and/or Services have been supplied but not paid for, the price or fees shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
20. Export: Regardless of any disclosure made by Buyer to Supplier of the ultimate destination of Products, Buyer shall not export either directly or indirectly any Product, or any system incorporating said product either in contravention of any law, statute or regulation or without first obtaining all required licenses and permits from all relevant agencies or departments of the United States government, including the United States Department of Commerce.
21. General:
- 21.1 These Conditions and any Contract shall be governed by the laws of the State of Illinois, without regard to its conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Conditions. Where any claim or dispute arising out of or in connection with these Conditions or any Contract is not settled by negotiation, the parties will consider using mediation, in accordance with the American Arbitration Association mediation rules and procedures then in force, before resorting to arbitration. If any party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, any party may refer the claim or dispute to arbitration, in accordance with the then applicable Commercial Arbitration Rules of the American Arbitration Association. The arbitration process will be commenced by service by one party on the other(s) of a written notice that the dispute is to be referred to arbitration. The parties will then participate in good faith in the arbitration. Unless otherwise agreed between the parties, the arbitrator will be nominated by the American Arbitration Association. Arbitration proceedings shall be held in Chicago, Illinois. Under no circumstances are the arbitrators authorized to render an award inconsistent with the provisions of Sections 12 and 13 of these Conditions. The expenses and fees of any such arbitration proceedings shall be borne equally by the Supplier and the Buyer. The award of the arbitrator or arbitrators shall be final and binding upon the parties, and judgment upon any such award may be entered in any court having jurisdiction. Nothing in this Section 21.1 shall prevent any party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or such other provisional judicial relief as it considers necessary.
- 21.2 Failure by the Supplier to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bear the exercise or enforcement thereof any time or times thereafter.
- 21.3 If any provision or part of a provision of these Conditions is or is held by any court of competent jurisdiction to be unenforceable or invalid, such unenforceability or invalidity shall not affect the enforceability of any other provision.
- 21.4 The Buyer may not assign, transfer, novate or otherwise dispose of all or any of its rights or delegate any of its obligations thereunder, in whole or in part, without the prior written consent of the Supplier.
- 21.5 These Conditions and the relevant Contract constitutes the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to the date of any Contract except as expressly stated in that Contract. The Buyer shall not have any remedy in respect of any untrue statement made by the Supplier upon which the Buyer relied in entering into a Contract (unless such untrue statement was made fraudulently or was as to a fundamental matter including a matter fundamental to the Supplier's ability to perform its obligations under the Contract) and the Buyer's only remedies shall be for breach of contract as provided for in these Conditions. Misrepresentations as to fundamental matters shall be subject to the terms of Section 13.
- 21.6 Any modification or amendment to any Contract must be in writing and signed by the authorised representatives of the parties.
- 21.7 All notices given under these Conditions shall be sent to the address of the other party set forth in the quotation or to such other address as such party may designate from time to time by such notice. Notice shall be regarded as properly given if sent in writing and shall be deemed to have been served on delivery if sent by hand, 2 days after despatched if sent by mail, and on confirmation of transmission, if sent by facsimile.
- 21.8 The disposal of electrical and electronic equipment (as defined in The Waste Electrical and Electronic Equipment Regulations 2006: Statutory Instrument 2006 No. 3289) of the Buyer which is waste within the meaning of Article 1(a) of Directive 2006/12/EC shall be the obligation of the Buyer who shall carry out all such disposals at the Buyer's expense and in an environmentally sound manner.

020|LAX|75390055




HAWB No: S01588686

Shipper's Name and Address NDC INFRARED ENGINEERING USA 5314 N. IRWINDALE AVENUE IRWINDALE CA 91706 US Telephone: +1 (626) 960-3300		Shipper's Account Number NDCINFIRD		Not Negotiable Air Waybill Issued by WEISS-ROHLIG USA LLC 19701 Hamilton Ave Suite 210 Torrance / CA 90502 - USA		 LOGISTICS Tel.: +1 (310) 414-9300 Fax.: +1 (310) 414-3900 eMail: info-lax@weiss-rohlig.com Web: http://www.weiss-rohlig.com	
Consignee's Name and Address STR SOLAR (SUZHOU) LTD CHANGKUN INDUSTRIAL PARK SHAJIABANG CHANGS 215542 CN Telephone: +86 (139) 1563-6689		Consignee's Account Number STRSOLPVG		Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity. It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.			
Issuing Carrier's Agent Name and City WEISS-ROHLIG USA LOS ANGELES		Accounting Information					
Agent's IATA Code 01-1 2300/0012		Account No.					
Airport of Departure (Addr. of First Carrier) and Requested Routing LOS ANGELES		Reference Number C00994423		Optional Shipping Information TERMS: FCA			
To FRA		By First Carrier LH		Routing and Destination PVG LH		Declared Value for Carriage NVD	
Currency USD		CHGS Code CP		WT/VOL PPD COLL X X		Declared Value for Customs NCV	
Airport of Destination SHANGHAI PU DONG APT		Requested Flight/Date LH 457 / 22 LH 732 / 23		Amount of insurance XXX		INSURANCE - If Carrier offers Insurance, and such Insurance is requested in accordance with the conditions thereof, indicate amount to be insured in figures in box marked "amount of Insurance".	
Handling Information ALL OUR SHIPMENTS THAT ARE CRATED ARE NOT STACKABLE.				ITN: NO EEI 30.37(A) LOW VALUE			
PA II INFANTE				SCI			
These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Ultimate Destination China				Diversion contrary to U.S. law prohibited.			
No. Of Pieces RCP	Gross Weight	kg	lb	Rate Class	Commodity Item No.	Chargeable Weight	Rate
2	50.0	K	Q			56.0	Charge
Total		As Agreed					
Nature and Quantity of Goods (incl. Dimensions or Volume)		MEASUREMENT SYSTEM SO#812833 NO EEI 30.37(a) LOW VALUE DIMS 27x24x16 IN x 2					
Prepaid		Weight Charge		Collect		Other Charges	
As Agreed		As Agreed		As Agreed		A FUEL SURCHARGE AS AGREED A SECURITY SURCHARGE AS AGREED A AIRPORT TRANSFER FEE AS AGREED	
Valuation Charge		Tax		Total Other Charges Due Agent		Shipper certifies that the particulars on the face hereof are correct and that insofar as any part of the consignment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by air according to the applicable Dangerous Goods Regulations.	
As Agreed		As Agreed		Total Other Charges Due Carrier		WEISS-ROHLIG USA	
Total Prepaid		Total Collect		Signature of Shipper or his Agent			
As Agreed		As Agreed		20-Oct-14		LOS ANGELES	
Currency Conversion Rates		CC. Charges in Dest. Currency		Executed on (date)		at (place)	
For Carrier's use only at Destination		Charges at Destination		Total Collect Charges		Signature of Issuing Carrier or its Agent	
						020-75390055	

Laser House Air Waybill - CargoWise - www.cargowise.com

EMAIL COPY

Customs Invoice - 6427544

	NDC Infrared Engineering, Inc. 5314 North Irwindale Avenue Irwindale, CA 91706 United States Phone:626-960-3300 Fax:626-939-3870		Invoice Number 6427544		Tracking Number Weis-Rolig																						
			Invoice Date 16-OCT-14		Seller's Reference 812833																						
			Buyer's Reference 217158-01		Other Reference																						
Consignee STR Solar (Suzhou) Co., Ltd. Changkun Industrial Park Shajiabang, 215542, CN			Buyer Specialized Technology Resources (STR) 18 Craftsman Rd EAST WINDSOR, CT 06088, United States																								
Freight forwarder			Unique consignment reference																								
			Country of origin of goods See Invoice Line		Country of destination China																						
Transport mode and means Weis-Rolig-Air-International		Port/airport of loading Irwindale		INCOTERMS(2010) FCA		Relevant Location Irwindale																					
Port of discharge		Place of delivery Shajiabang, 215542		Terms of Payment Net due in 30 days.		Transaction Currency USD																					
Shipping marks; container number		No. and kind of packages; description of goods		Total gross wt (kg) 50		Total cube (m3)																					
				Commodity code		Total net wt (kg) 38																					
<table border="1"> <thead> <tr> <th>Line No.</th> <th>Part Number & Description</th> <th>Commodity Code</th> <th>Country Of Origin</th> <th>Qty</th> <th>Unit Price</th> <th>Total Price</th> </tr> </thead> <tbody> <tr> <td>2.1</td> <td>800848-R-1 Model 302 S/N 3024851</td> <td>9022.29.8000</td> <td>US</td> <td>1</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>4.1</td> <td>800848-R-2 Model 302 S/N 3241981</td> <td>9022.29.8000</td> <td>US</td> <td>1</td> <td>0.00</td> <td>0.00</td> </tr> </tbody> </table>							Line No.	Part Number & Description	Commodity Code	Country Of Origin	Qty	Unit Price	Total Price	2.1	800848-R-1 Model 302 S/N 3024851	9022.29.8000	US	1	0.00	0.00	4.1	800848-R-2 Model 302 S/N 3241981	9022.29.8000	US	1	0.00	0.00
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4.1	800848-R-2 Model 302 S/N 3241981	9022.29.8000	US	1	0.00	0.00																					
Special Instructions : Transfer to: STR Solar (Suzhou) Co., Ltd. Changkun Industrial Park, Shajiabang, Changshu Contact: Owen Lv Yunhong Phone: 13915636689 Email: Lv.Yunhong@strsolar.com Units are being transferred to China. Value for customs and insurance purposes only: \$1,700.00 USD. These commodities, technology, or software will be exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited. It is hereby certified that this invoice shows the actual price of the goods described, that no other invoice has been or will be issued, and that all particulars are true and correct.				Sub-Total 0.00																							
				Freight 0.00																							
				Total 0.00																							
				Name of signatory Maurice Jaramillo																							
				Place and Date of issue Irwindale, US 16-OCT-14																							
				Signature Maurice Jaramillo																							
Terms and Conditions are on next page																											



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TERMS AND CONDITIONS OF SALE AND SUPPLY

1. **Interpretation** For the purposes of these Terms and Conditions of Sale and Supply ("Conditions"):
"Buyer" means the person, firm or company which places an order for purchase of Products and/or Services as identified in any such order or Proposal as the case may be.
"Conditions" means these terms and conditions of sale and supply as from time to time varied by the Supplier.
"Contract" means the agreement between the Supplier and the Buyer arising as a result of the Buyer's submission of an order for the Supplier's Products and Services and the Supplier's written acceptance and/or, in the case of Services, an agreement between such parties for the provision of Services by Supplier, as constituted by a Proposal. Such Contract shall be deemed to incorporate and be governed by these Conditions.
"Products" means goods supplied as agreed to be supplied by the Supplier to the Buyer under any Contract including, where applicable, any Software.
"Proposal" means a proposal document signed by the Supplier and the Buyer describing Services to be provided to or for the Buyer, subject to these Conditions.
"Services" means any services which the Supplier has agreed to provide to or for the Buyer under any Contract, as more fully described in the relevant Proposal.
"Supplier" means NDC Infrared Engineering Inc. or any of its affiliates as named in any quotation or Proposal.
2. **Basis of Sale:** THESE CONDITIONS SHALL TAKE PRECEDENCE OVER ANY TERMS AND CONDITIONS WHICH APPEAR IN THE BUYER'S ORDER OR IN ANY DOCUMENTS INCORPORATED BY REFERENCE IN THE BUYER'S ORDER. No term or condition of the Buyer's order additional to or different from these Conditions shall become part of any Contract unless explicitly agreed to in writing by the Supplier. Retention by the Buyer of any Products delivered by the Supplier, receipt by the Buyer of any Services performed by the Supplier or payment by the Buyer of any invoice rendered hereunder, shall be conclusively deemed acceptance of these Conditions. The Supplier's failure to object to any provision contained in any communication from the Buyer shall not be construed as a waiver of these Conditions nor as an acceptance of any such provision.
3. **Quotations:** Prices, specifications and delivery date referenced in the Supplier's quotations are for information only and shall not be binding on the Supplier until all technical requirements have been agreed and the Supplier has accepted the Buyer's order. Quotations terminate if the Buyer does not place an order with the Supplier within 60 days.
4. **Orders:** By submitting an order to the Supplier, the Buyer agrees to be subject to these Conditions in their entirety. All orders must be bona fide commitments showing definite prices and quantities and mutually agreed shipping dates. No order, whether or not submitted in response to a quotation by the Supplier, shall be binding upon the Supplier until accepted in writing by the Supplier.
5. **Prices and Taxes:** The prices for Products shall be the price quoted by the Supplier to the Buyer, and the fee for Services shall be the fee agreed in the Proposal or, in either case, as otherwise agreed between the parties in writing. Prices and fees do not include taxes, transport charges, Insurance and export and/or import charges or duties including without limitation sales, value added tax, use or excise taxes, applicable to the Products sold and/or Services supplied under any Contract, which taxes and other charges may, in the Supplier's discretion, be added by the Supplier to the sale price and/or fees or billed separately and which taxes and other charges shall be paid by the Buyer unless the Buyer provides the Supplier with any necessary tax exemption certificate. Unless otherwise agreed in writing, the Buyer shall be liable to pay the Supplier's charges for transport, packaging, Insurance and export and/or import clearance.
6. **Shipment and Delivery:**
 - 6.1. The Supplier shall deliver or arrange for delivery of Products (FCA Incoterms 2010) or other delivery point agreed between the parties. Any dates quoted by the Supplier for delivery of Products are approximate only and the Supplier shall not be liable for any delay in delivery of Products however caused and time for delivery is not of the essence.
 - 6.2. The Supplier reserves the right to make delivery of Products by instalments and to tender a separate invoice in respect of each instalment. When delivery is to be by instalments or the Supplier exercises its right to deliver by instalments or if there is delay in the delivery of any one or more instalments for whatever reason the Buyer shall not be entitled to treat the Contract as a whole as repudiated.
7. **Risk and Passing of Title:** Subject to Section 8, title to, and risk of loss and damage to, the Products shall pass to the Buyer on delivery in accordance with Section 6. Any claims for loss, damage or misdelivery shall be filed with the carrier and notified to the Supplier within 5 days of the date of delivery. Products shall be deemed finally inspected and accepted within ten days after delivery unless notice of rejection is given to the Supplier within such period. Acceptance shall constitute acknowledgement of full performance by the Supplier of all obligations under the Contract except as stated in Section 12.
8. **Security Interest:** Buyer hereby grants to Supplier a security interest in all Products sold to Buyer as security for the due and punctual performance by Buyer of its payment obligations hereunder. Buyer authorizes Supplier to take any and all action necessary to evidence and perfect said security interest including, without limitation, the filing of any financing statements, and Buyer agrees to provide Supplier with all information required to make any such filing.
9. **Services:**
 - 9.1. The Supplier shall provide Services in accordance with these Conditions and the terms of the relevant Proposal.
 - 9.2. The Buyer shall, upon the Supplier's reasonable request and otherwise as required, provide the Supplier with all necessary information and materials to enable the Supplier to provide Services in accordance with the terms of any relevant contract. The Buyer will be responsible for the completeness and accuracy of all such information and materials provided, and will ensure that it is and remains entitled to provide the same to the Supplier for use in connection with provision of the Services.
10. **Terms of Payment:**
 - 10.1. Each shipment of Products shall be a separate transaction and the Buyer will be invoiced on delivery. The Supplier shall be entitled to invoice the Buyer, in respect of Services, monthly in advance. Terms of payment shall be net thirty (30) days from date of invoice. All amounts due under a Contract shall be paid in full by the Buyer without deduction, withholding, set-off or counterclaim for any reason whatsoever, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, save as may be required by law.
 - 10.2. All amounts due under a Contract shall be paid in full by the Buyer without deduction, withholding, set-off or counterclaim for any reason whatsoever, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, save as may be required by law.
- 10.3. The Supplier may, in its sole discretion, determine at any time that the Buyer's financial condition requires full or partial payment in advance or the provision of security for payment by the Buyer in a form satisfactory to the Supplier.
- 10.4. If the Buyer fails to make any payment when due then, without prejudice to any other rights and remedies available to the Supplier, the Supplier shall (at its option) be entitled: (i) to treat the Contract as repudiated by the Buyer, to suspend or cancel further delivery of Products and/or the provision of Services or any part thereof under that Contract or any other Contract between them and claim damages and/or receive reasonable cancellation fees; (ii) to affirm the Contract and claim damages from the Buyer; and (iii) to recover, in addition to the payment, interest on the unpaid amount (both before and after judgement) at the rate of 5% per annum above the "prime rate" as set forth from time to time in the Wall Street Journal (East Coast Edition), until payment in full is made. Such interest shall be calculated daily.
11. **Products:**
 - 11.1. The Supplier may modify specifications provided the modifications do not adversely affect the performance of the Products. In addition, the Supplier may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by government authority, or non-availability of materials from its suppliers.
 - 11.2. All descriptions, illustrations and any other information relating to the Products contained in the Supplier's catalogues, brochures, price lists, advertising material and any sales or other particulars or literature are made by way of general description, are approximate only and for the general guidance and information of the Buyer. They shall not constitute warranties or representations by the Supplier nor shall they form part of any Contract.
12. **Warranties:**
 - 12.1. The Supplier warrants that all Products shall be free from defects in material and workmanship under normal use for a period of one year from delivery to the Buyer, provided, however, that the Supplier does not warrant that operation of the Software (defined in Clause 14) will be uninterrupted or error free or that all program errors will be corrected. The Buyer shall be responsible for determining that the Product is suitable for the Buyer's use and that such use complies with any applicable law.
 - 12.2. The Supplier warrants that it shall perform the Services substantially in accordance with the Proposal and with reasonable skill and care.
 - 12.3. Provided that the Buyer notifies the Supplier in writing of any claimed defect in the Product immediately upon discovery and any such Product is returned at the Buyer's risk to the Supplier, transportation charges prepaid, within one year from date of delivery and upon examination the Supplier determines to its satisfaction, after a reasonable period to inspect such Products, that such Product is defective in material or workmanship, the Supplier shall, at its option, repair or replace the Products, shipment to the Buyer prepaid.
 - 12.4. The Supplier shall have a reasonable time to make such repairs or to replace such Product. Any repair or replacement of Products shall not extend the period of warranty. This warranty is limited to a period of one year, without regard to whether any claimed defects were discoverable or latent on delivery.
 - 12.5. Services which do not conform with the warranty under Section 12.2 and which are notified to the Supplier within 10 days of the Buyer becoming aware of the same, and in any event no later than 2 months after the date on which the Services were performed, shall, if the Supplier agrees they were non-conforming, be re-performed as soon as reasonably practicable after the Supplier's receipt of notice of the non-conforming Services. If the Supplier fails to rectify any deficient performance of the Services, the Buyer's sole remedy shall be reimbursement of that portion of the fees attributable to the Services concerned.
 - 12.6. The Supplier shall be liable for the breach of the warranty in respect of Products supplied if: (i) the Buyer makes further use of such Products after giving the notice required in Section 12.3; (ii) the defect or failure arises from the Buyer's own fault; (iii) the defect arises from any drawing, design or specification supplied by the Buyer or from other materials or other property supplied by the Buyer or from any parts or items that have not been completely manufactured by the Supplier; (iv) the defect arises other than out of manufacture including without limitation, circumstances of accident, misuse, unforeseeable use, neglect, alteration, improper installation, improper adjustment, improper repair, or improper testing; (v) the defect arises out of the use of the Products in conjunction with products or materials not reasonably contemplated by the Supplier; (vi) the failure or defect results from the Buyer's unauthorised addition to or modification of, or failure to comply with the Supplier's written instructions relating to, the Products or Services; and (vii) the failure or defect arises out of any breach by the Buyer of its obligations to provide information to the Supplier under this Agreement.
 - 12.7. If the Buyer fails to pay when due any portion of any payment due from the Buyer to the Supplier under a Contract or otherwise, all warranties and remedies granted under this section may, at the Supplier's option, be terminated.
 - 12.8. THE FOREGOING WARRANTIES APPLY ONLY TO THE BUYER, AS THE ORIGINAL PURCHASER, AND ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, TERMS AND CONDITIONS, EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, TO THE EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SUPPLIER'S SOLE AND EXCLUSIVE LIABILITY, AND THE BUYER'S SOLE AND EXCLUSIVE REMEDY, FOR BREACH OF THE WARRANTIES IN THIS SECTION 12 SHALL BE AS SET FORTH IN SUBSECTION 12.3 AND 12.5 HEREOF.
13. **Liability:**
 - 13.1. Nothing in these Conditions shall exclude or limit the Supplier's liability to the extent that the same may not be excluded or limited as a matter of law.
 - 13.2. Subject to Section 13.1, in relation to Products, the Supplier's maximum aggregate liability under or in connection with the supply, non-supply or purported supply of Products under any Contract, whether arising in contract, tort (including negligence) or otherwise, shall in no event exceed 100% of the total amount payable by the Buyer in respect of Products under that Contract.
 - 13.3. Subject to Section 13.1, in relation to Services, the Supplier's maximum aggregate liability under or in connection with the supply, non-supply or purported supply of Services under any Contract, whether arising in contract, tort (including negligence) or otherwise, shall in no event exceed 100% of the total amount payable by the Buyer in respect of Services under that Contract and, in respect of Services continuing beyond one year, shall in no event exceed in any year 100% of the total amount payable by the Buyer in respect of Services in that year.
 - 13.4. Subject to Section 13.1, the Supplier shall be under no liability to the Buyer for any loss of profit, loss of income, loss of use, loss of business, loss of revenue, loss of goodwill, or for any indirect or consequential loss or damage of any kind, in each case however arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in tort (including negligence), contract or otherwise.
 - 13.5. Any claim arising out of or in connection with a Contract must be commenced against the Supplier within one year of (i) delivery of the Products, or (ii) provision of the Services (as applicable), giving rise to the claim, and Supplier shall have no liability to the Buyer under or in connection with any claim commenced after such time.
 - 13.6. The Supplier shall at all times have and retain title and full ownership of all software, firmware, programming routines, and documentation relating to such software supplied by the Supplier for use with the Products, and of all copies made by the Buyer (collectively "Software") and grants the Buyer a non-exclusive and non-transferable licence to use such Software solely for use with the Products.
14. **Intellectual Property Rights:**
 - 15.1. Notwithstanding delivery of and the passing of title in any Products and subject to section 14 and 15.3, nothing in these Conditions or any Contract shall have the effect of granting or transferring to, or vesting in, the Buyer any intellectual property rights in or to any Products and/or Services.
 - 15.2. Buyer acknowledges and agrees that all property, copyright and other intellectual property rights in any work or tangible deliverable item arising from or created, produced or developed by the Supplier under or in the course of provision of any Services (the "Works"), wherever in the world enforceable, including without limitation all right title and interest in and to the Services and all documents, data, drawings, specifications, articles, sketches, drawings, reports, inventions, improvements, modifications, discoveries, tools, scripts and other items relating thereto shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of the Supplier and the Buyer shall acquire no right, title or interest in or to the same except as expressly stated in these Conditions.
 - 15.3. The Supplier grants to the Buyer a revocable, non-exclusive, non-transferable licence to use such of the Works as are necessary, and to the extent necessary, for the Buyer to obtain and utilise the intended benefit of the Services.
 - 15.4. If any claim is made against the Buyer that the Products or Services infringe the patent, copyright or other intellectual property rights subsisting in the United States of America of any third party, the Supplier shall indemnify the Buyer against all losses, damages, costs and expenses awarded against, or incurred by, the Buyer in connection with the claim or paid, or agreed to be paid, by the Buyer in settlement of the claim provided that: (i) the Supplier is given full control of any proceedings or negotiations in connection with any such claim; (ii) the Buyer shall give the Supplier all reasonable assistance for the purposes of any such proceedings or negotiations; (iii) except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Supplier; (iv) the Buyer shall do nothing which would or might vitiate any insurance policy or cover which the Buyer may have in relation to such infringement and shall use its best endeavours to recover any sums due thereunder and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover; (v) the Supplier shall be entitled to the benefit of, and the Buyer shall accordingly account to the Supplier for, all damages and costs (if any) awarded in favour of the Buyer which are payable by, or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and (vi) without prejudice to any duty of the Buyer at common law, the Supplier shall be entitled to require the Buyer to take such steps as the Supplier may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Supplier is liable to indemnify the Buyer under this section 15.4, which steps may include (at the Supplier's option) accepting from the Supplier non-infringing, modified or replacement Products or Services.
- 15.5. The Supplier shall have no obligation or liability under Section 15.4 insofar as the infringement arises from: (i) any additions or modifications made to the Products and/or Services in question, otherwise than by the Supplier or with its prior written consent; (ii) any information provided by the Buyer to the Supplier including without limitation any specification; (iii) performance by the Supplier of any work required to any Products, or performance of any Services, in compliance with the Buyer's requirements or specification; (iv) a combination with or an addition to equipment not manufactured or developed by the Supplier; or (v) the use of Products beyond that scope established by the Supplier or approved in writing by the Supplier.
- 15.6. Without prejudice to Section 13.1, this Section 15 states the entire liability of the Supplier and the exclusive remedy of the Buyer with respect to any alleged infringement of intellectual property rights belonging to a third party arising out of or in connection with the performance of any Contract. This Section 15 shall be subject to the limits of liability in Sections 13.2, 13.3 and 13.4.
16. **Force Majeure:** Notwithstanding anything to the contrary in these Conditions, the Supplier shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of Products or Services being prevented, delayed or rendered uneconomic by reason of circumstances or events beyond the Supplier's reasonable control. If due to such circumstances or events the Supplier has insufficient stocks to meet all its commitments the Supplier may apportion available stocks between its customers at its sole discretion.
17. **Confidential Information:** Each party undertakes to keep confidential, not use for its own purposes and not without the prior written consent of the other party disclose to any third party, any information of a confidential nature belonging or relating to the other party which may become known to it unless such information is or becomes public knowledge (other than by breach of this Section) or is required to be disclosed by order of a competent authority.



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18. Cancellation, Rescheduling and Termination:
- 18.1. Orders for Products accepted by the Supplier may be cancelled or rescheduled by the Buyer only with the written consent of the Supplier (which consent the Supplier may withhold for any reason) and the Buyer shall indemnify the Supplier against the cost of all labour and materials used in connection with the order so cancelled or varied and against all loss, damage cost, charges and expenses suffered or incurred by the Supplier as a result of that cancellation or variation.
- 18.2. Contracts for Services shall commence on the commencement date identified in the relevant Proposal and, subject to earlier termination in accordance with Section 18.3 or 18.4, shall continue in force for the initial term as prescribed in such Proposal and thereafter for any renewal period (if any) set out in the Proposal and thereafter without limit of period unless or until terminated by either party in accordance with Section 18.3 or 18.4.
- 18.3. Without prejudice to Section 18.4, either party may terminate a Contract for Services by giving ninety days (90) written notice to the other party.
- 18.4. Either party may terminate a Contract for Services immediately at any time by written notice to the other party if the other party commits a material breach of the Contract for Services which is incapable of remedy or which it fails to remedy within thirty days (30) of receiving written notice requiring it to be remedied.
- 18.5. Upon termination or expiry of any Contract for Services, each party shall, except to the extent permitted or required to exercise of perform its continuing rights, or obligations hereunder, return to the other party all property of the other party then in its possession, custody or control and shall not retain any copies of the same.
- 18.6. Termination of any Contract in accordance with these Conditions shall not affect the accrued rights or liabilities of the parties at the date of termination.
19. Insolvency of the Buyer: If: (i) the Buyer becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or carries out or undergoes any analogous act or proceedings under an applicable foreign law; or (ii) the Buyer ceases, or threatens to cease to carry on business then, without prejudice to any other right or remedy available to the Supplier, the Supplier may treat any Contract as repudiated and/or withhold any further supply of Products and/or Services without any liability to the Buyer and, if any Products and/or Services have been supplied but not paid for, the price or fees shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
20. Export: Regardless of any disclosure made by Buyer to Supplier of the ultimate destination of Products, Buyer shall not export either directly or indirectly any Product, or any system incorporating said product either in contravention of any law, statute or regulation or without first obtaining all required licenses and permits from all relevant agencies or departments of the United States government, including the United States Department of Commerce.
21. General:
- 21.1. These Conditions and any Contract shall be governed by the laws of the State of Illinois, without regard to its conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Conditions. Where any claim or dispute arising out of or in connection with these Conditions or any Contract is not settled by negotiation, the parties will consider using mediation, in accordance with the American Arbitration Association mediation rules and procedures then in force, before resorting to arbitration. If any party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, any party may refer the claim or dispute to arbitration, in accordance with the then applicable Commercial Arbitration Rules of the American Arbitration Association. The arbitration process will be commenced by service by one party on the other(s) of a written notice that the dispute is to be referred to arbitration. The parties will then participate in good faith in the arbitration. Unless otherwise agreed between the parties, the arbitrator will be nominated by the American Arbitration Association. Arbitration proceedings shall be held in Chicago, Illinois. Under no circumstances are the arbitrators authorized to render an award inconsistent with the provisions of Sections 12 and 13 of these Conditions. The expenses and fees of any such arbitration proceedings shall be borne equally by the Supplier and the Buyer. The award of the arbitrator or arbitrators shall be final and binding upon the parties, and judgment upon any such award may be entered in any court having jurisdiction. Nothing in this Section 21.1 shall prevent any party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or such other provisional judicial relief as it considers necessary.
- 21.2. Failure by the Supplier to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bear the exercise or enforcement thereof any time or times thereafter.
- 21.3. If any provision or part of a provision of these Conditions is or is held by any court of competent jurisdiction to be unenforceable or invalid, such unenforceability or invalidity shall not affect the enforceability of any other provision.
- 21.4. The Buyer may not assign, transfer, novate or otherwise dispose of all or any of its rights or delegate any of its obligations thereunder, in whole or in part, without the prior written consent of the Supplier.
- 21.5. These Conditions and the relevant Contract constitutes the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to the date of any Contract except as expressly stated in that Contract. The Buyer shall not have any remedy in respect of any untrue statement made by the Supplier upon which the Buyer relied in entering into a Contract (unless such untrue statement was made fraudulently or was as to a fundamental matter including a matter fundamental to the Supplier's ability to perform its obligations under the Contract) and the Buyer's only remedies shall be for breach of contract as provided for in these Conditions. Misrepresentations as to fundamental matters shall be subject to the terms of Section 13.
- 21.6. Any modification or amendment to any Contract must be in writing and signed by the authorised representatives of the parties.
- 21.7. All notices given under these Conditions shall be sent to the address of the other party set forth in the quotation or to such other address as such party may designate from time to time by such notice. Notice shall be regarded as properly given if sent in writing and shall be deemed to have been served on delivery if sent by hand, 2 days after despatched if sent by mail, and on confirmation of transmission, if sent by facsimile.
- 21.8. The disposal of electrical and electronic equipment (as defined in The Waste Electrical and Electronic Equipment Regulations 2006: Statutory Instrument 2006 No. 3289) of the Buyer which is waste within the meaning of Article 1(a) of Directive 2006/12/EC shall be the obligation of the Buyer who shall carry out all such disposals at the Buyer's expense and in an environmentally sound manner.



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核技术应用项目竣工环境保护验收申请登记卡

(填写环境保护登记卡的项目)



项目名称	赛特瑞太阳能新增二台 NDC 测厚仪		建设单位	赛特瑞太阳能 (苏州) 有限公司	
法人代表	BERNARDO ELOY ALVARE	联系人及联系电话		薛建荣 13776238277	
通信地址	常熟常昆工业园区南新路 26 号			邮政编码	215542
建设地点	常熟常昆工业园区南新路 26 号	建设性质	新建 <input type="checkbox"/> 改扩建 <input type="checkbox"/> 技改 <input checked="" type="checkbox"/> (画 \checkmark)		
总投资 (万元)	20	环保投资 (万元)	5	投资比例	25%
环评登记表审批部门、文号及时间		苏州市环保局 苏环核评 (2014) E074 号			
建设项目工日期、试运行日期		2014 年 6 月 2014 年 12 月			
工程占地面积	6 m ²	建筑面积	6 m ²		
<p>审批登记部门主要意见及标准要求:</p> <ol style="list-style-type: none"> 1、认真落实辐射污染防治和安全管理措施, 确保职业人员和公众的年有效剂量满足《电离辐射防护与辐射源安全基本标准》(GB18871-2002) 中规定的相应剂量限值要求。 2、V 类放射源的使用和安全防护应符合国家相关标准的规定。 3、建立健全辐射安全规章制度, 编制辐射事故应急预案, 确保建设项目安全运行。 4、每年请有资质的单位对项目周围辐射水平进行 1~2 次监测。 5、对辐射人员进行辐射安全与防护知识培训、考核, 配备必要的检测仪器和个人防护用品, 工作时应佩戴个人剂量计 					
<p>项目实施内容及规模 (包括使用放射性物质或/和放射源的种类、活度, 原、辅材料名称、用量及项目与原登记变更情况):</p> <p>2 台 β 测厚仪器</p> <p>放射源种类: 使用 V 类放射源</p> <p>活度: 放射性活度 7.4GBq $\times 2$ 核素: Kr-85</p> <p>编码: US10KR002945 和 US11KR002775</p> <p>用途: 检测 EVA 薄膜厚度</p>					
<p>污染防治措施的落实情况:</p> <ol style="list-style-type: none"> 1、公司已成立辐射安全与防护小组, 分工负责, 职责明确。 2、从事辐射工作人员持证上岗, 定期参加公司内外的培训。 3、辐射工作人员应佩戴个人剂量计, 按规定送检, 并建立相应的个人剂量档案。 4、β 射线装置工作场所设置电离辐射警告标志。 5、辐射工作人员定期对射线装置工作场所环境进行日常监测并形成台账记录; 6、从事辐射工作人员每年进行一次体检, 并建立相应的健康档案; 7、建立辐射安全管理制度、人员培训计划、个人计量档案; 8、完善辐射事故应急预案。 					

废水排放情况	用水量 (t/d)		废气排放情况	处理设施	
	废水排放量 (t/d)			排气筒高度及去向	
	废水排放去向				
噪声排放情况	产生噪声设备及个数		固体废物排放情况	产生量 (t/a)	
	周围噪声敏感点及个数			去向	

建设单位对其他环境问题的说明:

苏环辐验[2015]E007号

一、塞特瑞太阳能(苏州)有限公司新建2台NDC测厚仪项目(核素:Kr-85、出厂活度为: $7.4 \times 10^5 \text{Bq} \times 2$)环境影响评价文件于2014年6月10日取得苏州市环保局批准【苏环辐评[2014]E074号】;并于2014年4月16日取得了苏州市环保局核发的辐射安全许可证【苏环辐证[E0825]】。根据现场检查和材料审查,以及苏州大学卫生与环境技术研究所检测中心出具的检测报告【SDWH-R201401020】检测结论表明:符合《含密封源仪表的放射卫生防护要求》(GBZ125-2009)的要求,和《电离辐射防护与辐射源安全基本标准》(GB18871-2002)中对放射性工作人员和公众年有效剂量限值的要求。同意塞特瑞太阳能(苏州)有限公司新建2台NDC测厚仪项目(核素:Kr-85、出厂活度为: $7.4 \times 10^5 \text{Bq} \times 2$;放射源编码:US10KR002945、US10KR002775)通过核技术应用项目竣工环境保护验收。

负责验收的环保行政主



二、要求:

1、每年委托有资质的单位定期对核技术应用项目周围环境X-γ辐射剂量率监测1~2次,以评价对环境及公众的影响。

2、每年1月31日前向环保行政主管部门报送放射性同位素与射线装置安全和防护状况年度评估报告。

2015.1.23

注:此表除负责验收的环保行政主管部门登记意见栏外,其他由建设单位填写,并在表格右上角加盖公章。



放射源说明

现赛特瑞太阳能(苏州)有限公司与 NDC Infrared Engineering Inc(美国 NDC 红外技术公司)签订合同, 订购二套 NDC 公司测厚系统, 其中含有 2 枚 Kr-85 放射源,具体情况如下:

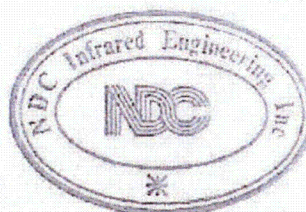
核素	出厂日期	活度	标号	数量	产源单位	国家
Kr-85	2011-4-8	7.4GBq	T1793	1	QSA Global Inc.	美国
Kr-85	2010-11-9	7.4GBq	TA152	1	QSA Global Inc.	美国

Kr-85 为 V 类放射源。

每枚 Kr-85 放射源的毛重 0.01 公斤, 净重 7 克。

每枚 Kr-85 放射源的价格为\$5000。

特此说明。



2014 年 7 月 24 日



March 7, 2014

**Subject: NDC Radioactive Sensor Worksheet
RMA# 812833**

Dear NDC Customer or Licensing Official:

This letter and accompanying material are the necessary items you will need to complete your application for a radioactive materials license. I have listed the information for your convenience. If you should require additional information please contact me at 626-939-3859 or my e-mail address is radiationsafety@ndc.com.

Isotope	<u>Kr-85</u>	<u>Kr-85</u>
NDC Serial Number	3241981	3024851
Device Model Number	302	302
Source Serial Number	TI 793	TA 152
Source Activity	7.4 GBq	7.4 GBq
Source Model Number	KAC.D3	KAC.D3
Special Form Certificate	N/A	N/A
Half-life of Radioisotope	10.7 years	10.7 years
ANSI/ISO Classification Source	C43332	C43332
ANSI/ISO Classification Unit	54-365-885-R2	54-365-885-R2

Attachment 1	Certificate of Sealed Source Test and Technical Analysis
Attachment 2	NDC Registry and Device Safety Evaluation for Model 302. Includes radiation profiles.
Attachment 3	Eckert & Ziegler (formerly QSA Global) Registry and Device Safety Evaluation for Kr-85 sealed source.

Regards,

Frank Aguirre
Radiation Safety Officer
NDC Infrared Engineering



放射源进口审批表

申请文号:

受理编号: 1037

批准文号：国环辐审[2014]1037号

[illegible]

第二联 进口单位留存，进口活动完成 20 日内，向所在地省级环境保护部门备案。

台帐明细登记

Registration (一) 放射源
Number

证书编号: 苏环辐证[E0850]

序号	核素	出厂日期	出厂活度 (贝可)	标号	编码	类别	用途	场所	来源/去向	审核人	审核日期
L5	Kr-85	20110408	7.400E+9	TI793	US11KR002775	V	测厚仪		来源 美国		
									去向		
L6	Kr-85	20101109	7.400E+9	TA152	US10KR002945	V	测厚仪		来源 美国		
									去向		
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根据《中华人民共和国放射性污染防治法》和《放射性同位素与射线装置安全和防护条例》等法律法规的规定,经审查准予在许可种类和范围内从事活动。

单位名称	赛特瑞太阳能(苏州)有限公司		
地址	江苏省苏州市常熟市沙家浜镇常昆工业园南新路26号		
法定代表人	Bernardo eloy al vare	电话	13915434382
证件类型		号码	XDA567970
名称	地址	负责人	
一楼生产线	沙家浜镇常昆工业园南新路26号	吕运洪	
涉源			
部门			
种类和范围	使用IV类、V类放射源;		
许可证条件			
证书编号	苏环辐证[E0850]		
有效期至	2019 年 07月 22		
发证日期	2015 年 06月 26		

