



Tuesday, January 19, 2016

Steven Rewis  
HHMI, Janelia Farm Research Campus  
PSP/B Manager, Equipment, Technology, and Operations  
19700 Helix Drive  
Ashburn, VA 20147  
(571) 209-4322  
[rewiss@hhmi.org](mailto:rewiss@hhmi.org)

RE: Your request for quotation, re-order of subassemblies for the large field of view 2P microscope  
CC: Dr. Karel Svoboda [svobodak@janelia.hhmi.org](mailto:svobodak@janelia.hhmi.org)

Dear Steven:

JENOPTIK Optical Systems, LLC thanks you for your inquiry and is pleased to submit the following updated and revised quotation for sub-assemblies for the large field of view two photon microscope. These assemblies are identical to the hardware that was delivered on HHMI purchase order HHPO553670 dated 11 August 2014.

We will provide the same performance test data with the assemblies, including the immersion wavefront test for the immersion objective.

### **Technical notes**

1. The NUSIL SCV-2590-2 black sealant is soluble in methanol over time, and needs to be replaced with a different sealant that does not soften or dissolve in methanol.
2. The AR coating on the tip of the immersion objective seems to have a somewhat mottled appearance, and it might be accumulating some digs and scratches. HHMI requires that this one coating (glass-water AR coating on tip of immersion objective) be as robust as possible.

### **Price Validity**

Jenoptik Optical Systems will extend this system price to individual universities and research organizations as long as they are part of the HHMI consortium, and as long as the total number of units meet the minimum quantity threshold defined by the cost proposal below. For example, for Jenoptik to sell systems at a price of \$64,000 per system, there must be a total of 10 systems ordered. The 10 systems can be ordered by 10 individual entities.

The production run will not be started until the minimum quantity is reached.

Jenoptik has no obligation to sell at a discounted rate unless the minimum quantities are reached.



**Cost proposal**

Item	Part #	Description	QTY 1 Unit Price	Minimum QTY 5	Minimum QTY 10
01	14163000	Immersion Objective for large field of view 2P microscope	\$ 26,000	\$ 21,000	\$ 16,000
02	14163100	Pupil Relay 3, between galvo mirror & immersion objective, for large FOV micro.	\$ 28,000	\$ 24,000	\$ 20,000
03	14163200	Remote Focus Objective	\$ 18,000	\$ 14,000	\$ 10,000
04	14506000	Pupil relays #1, from remote focus objective to res mirror & then to galvos	\$ 9,000	\$ 7,500	\$ 6,000
05	14506000	Pupil relays #2, from remote focus objective to res mirror & then to galvos <sup>1</sup>	\$ 9,000	\$ 7,500	\$ 6,000
06	J002983	Large lens from detector arm 120mm diameter S-LAH51, AR coated <sup>2</sup>	\$ 3,100	\$ 3,400	\$ 3,000
07	J002981	Condenser Lens #1	\$ 1,500	\$ 1,600	\$ 1,500
08	J002981	Condenser Lens #2	\$ 1,500	\$ 1,600	\$ 1,500
Per Set Price			\$ 96,100	\$ 80,600	\$ 64,000

**Additional quantities**

Number of orders (# of institutions)	Price per system
5	\$ 80,600
6	\$ 76,400
7	\$ 73,000
8	\$ 70,000
9	\$ 67,000
10	\$ 64,000

**Lead time:** 16 weeks after receipt of last order (that starts the production run)

**Terms and Conditions**

- 1) Please reference the JENOPTIK Quote Number above on your Purchase Order.
- 2) Payment terms are 20% down, balance net 30 days with approved credit
- 3) Prices are FOB Jupiter, FL. Prices apply only to the quantities indicated.
- 4) Prices are valid for 90 days.

Sincerely,

Jay Kumler  
 JENOPTIK Optical Systems, LLC  
[Jay.kumler@jenoptik-inc.com](mailto:Jay.kumler@jenoptik-inc.com)

<sup>1</sup> Ordered in QTY 2 on first order

<sup>2</sup> Ordered in QTY 4 on first order



**TERMS:**

Net 30 days, unless otherwise agreed to in writing. These terms are subject to the approval of our credit department. A finance charge of 2/3% per month (which is an annual rate of 8%) will be added to all balances over 30 days past due. This finance charge may vary pursuant to the maximum rate allowed by law in the state of delivery.

**F.O.B. POINT:**

All shipments are F.O.B. Jupiter, FL. Prepaid and add charges should be specified on your order. Clearly indicate complete shipping information on your order.

**SHIPMENT:**

We shall attempt to ship in accordance with your instructions and by carrier of your choice. However, final selection of method of shipment and carrier shall be exercised by us entirely at our discretion and as deemed necessary by us.

**PACKING:**

Any packing requirements other than our standard packaging and commercial container will be invoiced as an extra charge, unless otherwise negotiated.

**CANCELLATIONS:**

Custom Projects: JENOPTIK will require payment of reasonable charges for costs incurred resulting from cancellation or reduction of any order. JENOPTIK cannot refund or exchange custom-made products.

Standard Products: In the case of return of a standard product, a 5% restocking fee is assessed to cover the credit card fees and other administrative costs.

**CHANGES BY YOU:**

It is understood that the prices herein are subject to adjustment by us in case of changes by you in specification, quantities or delivery requirements after our acceptance of your order. It is further understood that all warranties, disclaimers, limitations of liability and indemnity herein shall apply with respect to all goods covered by any such change and that no modification or rescission of any such warranty,

disclaimer, limitation or liability for damages or indemnity agreement shall be binding on us unless contained in express writing to that effect signed by us.

**WARRANTY - NOTICE OF REJECTION – CLAIMS AND WAIVERS:**

Buyer will contact JENOPTIK Optical Systems, LLC to obtain a Return Material Authorization number. No returns will be accepted without an RMA Number. Buyer shall give written notice of rejection of any shipment within thirty (30) days from the date of shipment specifying the reasons therefore. Failure to give such notice shall be deemed a waiver of such right of rejection and any claim with respect thereto and shall be deemed an acceptance of such shipment.

**INTERPRETATION:**

Rights and liabilities arising out of any contract with us shall be determined under the Uniform Commercial Code as enacted in Florida. Contract exists upon receipt of JENOPTIK Optical Systems sales acknowledgement in response to purchase order.

**LIMITATION OF LIABILITY:**

Any liability for consequential and incidental damages is expressly disclaimed. JENOPTIK Optical Systems, LLC's liability in all events is limited to, and shall not exceed, the purchase price paid.

**ATTORNEY'S FEES:**

It is agreed that the debtor will pay reasonable costs of collection, including reasonable attorney's fees, if required to enforce or collect any part of this agreement if in default.

**FORCE MAJEURE:**

JENOPTIK Optical Systems, LLC shall not be liable for any delay in or impairment of performance resulting in whole or in part from Acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, or any other circumstances or cause beyond the control of JENOPTIK Optical Systems, LLC in the conduct of its business.