

RAE Systems by Honeywell



2015 Pricing Guide

Service

Americas
Effective Date for Prices
August 15, 2015

www.raesystems.com

Pricing subject to change without notice

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Table of Contents

Contact Information	3
Introduction	3
Service Procedures	4
Service Policies	4
Service Programs	5
Service Turnaround Time	6
Service Expedite Fee	6
Service Programs Pricing	7
Service Warranty Matrix	10
RAE Systems Terms and Conditions	11

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Contact Information

For technical support of RAE Systems products in the Americas:

- Online Technical Questions <http://learn.raesystems.com/contact-techsupport-us>
- Email RAE-Callcenter@honeywell.com
- Call 1.888.723.4800 (7:00 am – 5:00 pm Pacific Time) Select option 2

For life-critical, after-hours support, call 1.408.952.8200, and then select option 8.

For all non-technical questions or to obtain an RMA:

- Online RMA <http://www.raesystems.com/support/rma>
- Email RAE-RMA.US@honeywell.com
- Call 1.888.723.4800 (8:00 am – 5:00 pm Pacific Time) Select option 1

For additional information, please visit our web site at www.raesystems.com.

Introduction

Superior performance, life safety, and environmental protection are important to our customers and to us. The RAE Systems Customer Service Center is committed to providing peace of mind to our customers, and our goal is to deliver absolute customer satisfaction. We are proud to provide premium-level services to our customers, and this Pricing Guide describes the six types of services we offer:

1. Warranty service for products covered by their original warranties
2. Guaranteed Cost of Ownership plans that extend the warranty coverage of our products and provide for periodic maintenance and calibration where required
3. One Price Repair options that deliver premium-level factory refurbishment of our products
4. Flat-rate repair that helps save repair costs and shorten turnaround time
5. Instrument upgrade allows adding features and functions that were not originally purchased
6. Component replacement for all components covered by their original warranties

Whichever option is right for you, we at RAE Systems strive to make sure that you have a positive experience. If you have any questions regarding any of the service options, please contact our Technical Support Center, and a representative will assist you.

The offerings and prices listed in this pricing guide are available to customers in the Americas markets.

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Service Procedures

1. Regular Repair

- All units must have an RMA (Return Material Authorization) prior to shipping a unit to RAE Systems for service.
- Customer must ship a complete unit to qualify for the repair.

2. Replacement Components

- Customer must call in or email for an Advance RMA.
- Customer must provide the following information to qualify for a replacement component:
 - Unit serial number
 - Component serial number
 - Failure description, raw reading, and span delta
 - Component expiration date
 - Component part number
- Must return all defective components to RAE Systems Service Center within 30 days.
- Subject to invoice without return the defective components.

3. Shipping and Handling

- For all warranty and GCO (Guaranteed Cost of Ownership) services, RAE Systems pays for one-way shipping, from RAE Systems back to the customer. Our standard shipping method is via ground. If a customer wants to expedite shipping, the customer must pay an expedited shipping fee. The customer is fully responsible for all shipping charges to RAE Systems.

- For all non-warranty services, the customer is responsible for shipping both ways. The customer can provide shipping account information, or the shipping charge will be added to the RAE Systems invoice.

Service Policies

No “Partial Repair” Policy at RAE Service

In order to assure the quality of repairs performed by the RAE Systems Repair Center, it is RAE Systems policy to decline orders requesting a “partial repair.” A “partially repaired” instrument is one that, after the requested repairs have been made, will not pass calibration or final QC testing. In these cases, it is impossible to confirm that the instrument is functioning properly, and results in warranty and liability issues. However, on a multi-sensor instrument, a customer may request that some, but not all, of the sensors be removed during the repair, provided that they make the request in writing. They may also request that the defective sensors be returned with the instrument.

“Return Unrepaired” Policy

In order to assure the turnaround time, RAE Systems Service Center sends automatic reminder emails to all customers who have units at RAE Systems Service for more than three weeks. At the fourth week, if RAE Systems does not receive feedback from the customer, we will ship the unit back to the customer unrepaired. A \$200.00 estimate fee will be applied.

If after receiving the unrepaired unit, customer decides to have the repair performed, they must call in for a new RMA. The customer should use the old RMA as a reference to avoid an additional \$200.00 estimate fee.

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1. One Price Repair (OPR)

The OPR is a program that RAE Systems offers to customers with instruments that are out of warranty and are not covered by any other RAE Systems service plan. OPRs are factory-level instrument refurbishments that provide RAE Systems customers with a reliable instrument that they can depend on. They are available for most RAE Systems products and have part numbers assigned to them. Service Discount applies.

Benefits

- One-year labor warranty (parts, sensors, and lamps are covered by their applicable warranties)
- Reduces overall cost of ownership by up to 50%
- Quick turnaround time
- Most consumable parts will be replaced under this program
- Complete factory refurbishment includes calibration, repair, and testing of all internal components

Restrictions/Exclusions

- End of Support Products
- Water, chemical or physical damage
- Improper use or care of product
- Any product that is used for rental or demonstration purposes
- Exotic toxic sensors, gamma sensors, 11.7eV lamps, AreaRAE top and bottom housing, radio modem or antenna, RAEGuard/RAEGuard 2 PID and PowerPak housing are not covered under the OPR (additional fees apply)
- Sensors that were not originally shipped in the instrument
- If the original sensors that were shipped in the unit are removed from the unit, they will not be replaced
- Product is more than 8 years old
- RAE Systems reserves the right to determine if a product qualifies for the One Price Repair Program

2. Flat Rate Repairs (FRR)

The FRR offers repair or replacement for certain out of warranty products such as radiation products, MeshGuard, ToxiRAE III, ToxiRAE Pro, and QRAE II (qualified products are listed in the Flat Rate price section). The program covers all required repair parts, pump rebuild, and battery. Service Discount applies.

Benefits

- One-year labor warranty (parts, sensors, and lamps are covered by their applicable warranties)
- Reduces overall cost of ownership by up to 50%
- Quick turnaround time
- Calibration, repair, and testing of all internal components

Restrictions/Exclusions

- End of Support Products
- Water, chemical or physical damage
- Improper use or care of product
- Any product that is used for rental or demonstration purposes
- Product is more than 8 years old
- RAE Systems reserves the right to determine if a product qualifies for the One Price Repair Program

3. Warranty Service

RAE Systems products are covered by a new-product warranty and are sometimes covered by Guaranteed Cost of Ownership (GCO) plans (purchased by the customer). RAE Systems performs service on these instruments as needed by the customer.

4. Inspection, Calibration and Estimated Repairs

RAE Systems performs calibration services on customers' instruments. RAE Systems also provides evaluations and estimates for repair services that fall outside of other RAE Systems service offerings. A \$200.00 estimate fee may apply. All labor on estimated repairs is billed in hour increments.

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Service Programs (continued)

5. Instrument Upgrades

Some RAE Systems instruments can be upgraded to add features or functions not originally purchased. When an upgrade is purchased by a customer, RAE Systems' Service Department performs the upgrade.

6. Warranty Component Replacement

Warranty Component Replacement covers advance replacement of sensors, lamps, batteries, pumps, chargers and accessories. When a component in a RAE Systems instrument (e.g., a sensor) fails under warranty, the Service Department sends the customer a replacement component for the customer to install. The customer then returns the failed component. If the customer fails to return the defective component within 30 days, it may be billed. Advance replacement of complete instruments follows the same process.

Service Turnaround Time

- All units received for service are treated on a "First Come, First Served" basis
- Our standard turnaround times for most Service Programs are 5 to 7 business days
- Inspection/Estimate services are typically 10 to 14 business days
- An additional day is required for all units equipped with special sensors or lamps.

Service Expedite Fee

- \$275.00 expedite fee for 24-hour turnaround
- \$175.00 expedite fee for 72-hour turnaround
- Please call to determine if an instrument qualifies for Expedited Service.
- You must get an approval for expedite services prior to shipping a unit to RAE Systems
- All expedited repair must have appropriate labeling on the outside of the packaging, or the turnaround time will not be guaranteed.

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Service Programs Pricing

One Price Repair

	Product	Model	Part Number	Price	Sensor Types Covered	
Multi Gas	EntryRAE	PRODUCT AGE 1-4 YRS	PGM 3000	SRO-0460-W40	\$ 780.00	Standard O ₂ , LEL, CO, H ₂ S, and 10.6 eV
	EntryRAE	PRODUCT AGE 4-8 YRS	PGM 3000	SRO-0460-W80	\$ 990.00	Standard O ₂ , LEL, CO, H ₂ S, and 10.6 eV
	MultiRAE Plus ¹	PRODUCT AGE 1-4 YRS	PGM-6228	SRO-0090-W40	\$ 830.00	Standard O ₂ , LEL, CO, H ₂ S, SO ₂ , NO, NO ₂ , Cl ₂ , and 10.6 eV
	MultiRAE Plus ¹	PRODUCT AGE 4-8 YRS	PGM-6228	SRO-0090-W80	\$ 990.00	Standard O ₂ , LEL, CO, H ₂ S, SO ₂ , NO, NO ₂ , Cl ₂ , and 10.6 eV
	MultiRAE ²	PRODUCT AGE 1-4 YRS	PGM-6228	SRO-MBB0-W40	\$ 1,134.00	Standard O ₂ , LEL, CO, H ₂ S, SO ₂ , NO, NO ₂ , Cl ₂ , and 10.6 eV
	MultiRAE ²	PRODUCT AGE 4-8 YRS	PGM-6228	SRO-MBB0-W80	\$ 1,350.00	Standard O ₂ , LEL, CO, H ₂ S, SO ₂ , NO, NO ₂ , Cl ₂ , and 10.6 eV
	MultiRAE Lite ²	PRODUCT AGE 1-4 YRS	PGM-6208	SRO-MAB0-W40	\$ 850.00	Standard O ₂ , LEL, CO, H ₂ S, SO ₂ , NO, NO ₂ , Cl ₂ , and 10.6 eV
	MultiRAE Lite ²	PRODUCT AGE 4-8 YRS	PGM-6208	SRO-MAB0-W80	\$ 1,000.00	Standard O ₂ , LEL, CO, H ₂ S, SO ₂ , NO, NO ₂ , Cl ₂ , and 10.6 eV
	MultiRAE Pro ²	PRODUCT AGE 1-4 YRS	PGM-6248	SRO-MCB0-W40	\$ 1,470.00	Standard O ₂ , LEL, CO, H ₂ S, SO ₂ , NO, NO ₂ , Cl ₂ , and 10.6 eV
	MultiRAE Pro ²	PRODUCT AGE 4-8 YRS	PGM-6248	SRO-MCB0-W80	\$ 1,750.00	Standard O ₂ , LEL, CO, H ₂ S, SO ₂ , NO, NO ₂ , Cl ₂ , and 10.6 eV
	QRAE	PRODUCT AGE 1-4 YRS	PGM 50-Q	SRO-0270-W40	\$ 660.00	Standard O ₂ , LEL, CO, and H ₂ S
	QRAE	PRODUCT AGE 4-8 YRS	PGM 50-Q	SRO-0270-W80	\$ 800.00	Standard O ₂ , LEL, CO, and H ₂ S
	QRAE Plus ¹	PRODUCT AGE 1-4 YRS	PGM 2000	SRO-0280-W40	\$ 660.00	Standard O ₂ , LEL, CO, H ₂ S, SO ₂ , NO, NO ₂ , and Cl ₂
	QRAE Plus ¹	PRODUCT AGE 4-8 YRS	PGM 2000	SRO-0280-W80	\$ 800.00	Standard O ₂ , LEL, CO, H ₂ S, SO ₂ , NO, NO ₂ , and Cl ₂
	VRAE ¹	PRODUCT AGE 1-4 YRS	PGM 7800	SRO-0180-W40	\$ 830.00	Standard O ₂ , LEL, CO, H ₂ S, SO ₂ , NO, NO ₂ , and Cl ₂
VRAE ¹	PRODUCT AGE 4-8 YRS	PGM 7800	SRO-0180-W80	\$ 990.00	Standard O ₂ , LEL, CO, H ₂ S, SO ₂ , NO, NO ₂ , and Cl ₂	
PID	MiniRAE Lite	PRODUCT AGE 1-4 YRS	PGM-7600	SRO-0590-W40	\$ 500.00	10.6 eV
	MiniRAE Lite	PRODUCT AGE 4-8 YRS	PGM-7600	SRO-0590-W80	\$ 600.00	10.6 eV
	MiniRAE 3000	PRODUCT AGE 1-4 YRS	PGM-7320	SRO-0592-W40	\$ 730.00	10.6 eV
	MiniRAE 3000	PRODUCT AGE 4-8 YRS	PGM-7320	SRO-0592-W80	\$ 870.00	10.6 eV
	ppbRAE 3000	PRODUCT AGE 1-4 YRS	PGM-7340	SRO-0594-W40	\$ 850.00	10.6 eV
	ppbRAE 3000	PRODUCT AGE 4-8 YRS	PGM-7340	SRO-0594-W80	\$ 1,000.00	10.6 eV
	UltraRAE 3000	PRODUCT AGE 1-4 YRS	PGM-7360	SRO-0596-W40	\$ 800.00	9.8 eV
	UltraRAE 3000	PRODUCT AGE 4-8 YRS	PGM-7360	SRO-0596-W80	\$ 960.00	9.8 eV
	ToxiRAE Pro PID		PGM-1800	SRO-G020-000	\$ 650.00	10.6 eV
	RAEGuard 2 PID		FGM-2002	SRO-D030-W80	\$ 1,250.00	DigiPID sensor module 1 – 1000 ppm
	RAEGuard 2 PID		All Models	SRO-D031-W80	\$ 3,250.00	DigiPID sensor module 0.1 – 1000 ppm
	RAEGuard 2 PID		All Models	SRO-D032-W80	\$ 4,250.00	DigiPID sensor module 0.01 – 100 ppm
	RAEGuard PID		FGM-1000	SRO-0360-W80	\$ 1,250.00	10.6 eV
Wireless	AreaRAE ³	PRODUCT AGE 1-4 YRS	PGM-5020	SRO-0390-W40	\$ 940.00	Standard O ₂ , LEL, CO, H ₂ S, SO ₂ , NO, NO ₂ , Cl ₂ , and 10.6 eV
	AreaRAE ³	PRODUCT AGE 4-8 YRS	PGM-5020	SRO-0390-W80	\$ 1,130.00	Standard O ₂ , LEL, CO, H ₂ S, SO ₂ , NO, NO ₂ , Cl ₂ , and 10.6 eV
	AreaRAE Steel ³	PRODUCT AGE 1-4 YRS	PGM-5120	SRO-0391-W40	\$ 940.00	Standard O ₂ , LEL, CO, H ₂ S, SO ₂ , NO, NO ₂ , Cl ₂ , and 10.6 eV
	AreaRAE Steel ³	PRODUCT AGE 4-8 YRS	PGM-5120	SRO-0391-W80	\$ 1,130.00	Standard O ₂ , LEL, CO, H ₂ S, SO ₂ , NO, NO ₂ , Cl ₂ , and 10.6 eV
	AreaRAE Gamma ³	PRODUCT AGE 1-4 YRS	PGM-5020/5120	SRO-039Z-W40	\$ 940.00	Standard O ₂ , LEL, CO, H ₂ S, SO ₂ , NO, NO ₂ , Cl ₂ , Gamma, and 10.6 eV
	AreaRAE Gamma ³	PRODUCT AGE 4-8 YRS	PGM-5020/5120	SRO-039Z-W80	\$ 1,130.00	Standard O ₂ , LEL, CO, H ₂ S, SO ₂ , NO, NO ₂ , Cl ₂ , Gamma, and 10.6 eV
	RAELink3	PRODUCT AGE 1-4 YRS	RLM-3000	SRO-0290-N40	\$ 980.00	Includes Modem
	RAELink3	PRODUCT AGE 4-8 YRS	RLM-3000	SRO-0290-N80	\$ 1,180.00	Includes Modem
	RAELink2	PRODUCT AGE 1-4 YRS	RLM-2000	SRO-0290-N40	\$ 980.00	Includes Modem
	RAELink2	PRODUCT AGE 4-8 YRS	RLM-3000	SRO-0290-N80	\$ 1,180.00	Includes Modem
	RAELink3 Mesh Radio		RLM-3001	SRO-0291-000	\$ 850.00	N/A
	MeshGuard Router		FMC-400	SRO-F041-000	\$ 450.00	N/A
	Mesh Router		FMC-400	SRO-F042-000	\$ 725.00	N/A
	MeshGuard EchoView		FMC-400	SRO-F043-000	\$ 835.00	N/A
	EchoView Host		FMC-400	SRO-F040-000	\$ 725.00	N/A
	Multi Controller		FMC-2000	SRO-F010-000	\$ 1,700.00	N/A
	PowerPak ⁴		FTB-1000	SRO-F030-000	\$ 900.00	N/A

¹ Add \$210 to "Price per Repair with Sensors/Lamp" to cover any exotic sensor.

² Add \$310 to "Price per Repair with Sensors/Lamp" to cover any exotic sensor, including the Gamma sensor.

³ Add \$210 to "Price per Repair with Sensors/Lamp" to cover any exotic sensor. Add \$200 to replace the front and back housing . Add \$375 to replace the modem.

⁴ Add \$200 to replace the front and back housing .

[*See restrictions for one price repairs](#)

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Service Programs Pricing (continued)

Upgrade

	Product	Models	Part Number	Price
Wireless	MultiRAE, MultiRAE Lite, MultiRAE Pro Wireless Upgrade	PGM-6228, PGM- 6248	M01-3216-100	\$370.00
	MultiRAE Pro Gamma Upgrade	PGM-6208	M01-0910-000	\$2,500.00
	MultiRAE, MultiRAE Lite, MultiRAE Pro P2P Upgrade	PGM-6228, PGM- 6248, PGM-6208	SAS-0003-000	\$2,153.00
	AreaRAE / Steel Wireless Upgrade	PGM-5020, PGM-5120	029-7007-000	\$570.00
	AreaRAE / Steel Upgrade to AreaRAE Gamma	PGM-5020, PGM-5120	029-7030-000	\$2,730.00
	AreaRAE-Non PID Upgrade to AreaRAE PID	PGM-5020, PGM-5120	029-2649-000	\$2,500.00
PID	MiniRAE 3000 Upgrade to Bluetooth	PGM-7320	059-0303-000	\$490.00

*Labor included in upgrade pricing

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Service Programs Pricing (continued)

Flat Rate Repair

Product	Models	Part Number	Price	Sensor Types Covered
QRAE II Diffusion	PGM-2400	SRF-0200-001	\$ 400.00	Standard O ₂ , LEL, CO, and H ₂ S
QRAE II Pumped	PGM-2400P	SRF-0200-000	\$ 425.00	Standard O ₂ , LEL, CO, and H ₂ S
MeshGuard EC	FTD-2000	SRF-D010-000	\$ 1,050.00	N/A
MeshGuard LEL	FTD-3000	SRF-D012-000	\$ 1,050.00	N/A
MeshGuard Gamma	FTD-3000	SRF-D013-000	\$ 1,050.00	N/A
GammaRAE II R	PRM-3040	SRF-0472-000	\$ 748.00	N/A
NeutronRAE II	PRM-3021	SRF-0471-000	\$ 1,650.00	N/A
DoseRAE Pro	PRM-1300	SRF-R040-000	\$ 310.00	N/A
ToxiRAE Pro LEL and EC ¹	PGM-1800	SRF-G020-000	\$ 350.00	Standard O ₂ , LEL, CO, H ₂ S, SO ₂ , NO, NO ₂ , Cl ₂
AutoRAE 2 Controller	DKS-6000	SRF-T020-000	\$ 630.00	N/A
AutoRAE 2 Cradle	DKS-6001	SRF-T021-000	\$ 550.00	N/A
AutoRAE Lite for QRAE II / ToxiRAE 3	GTS-1000	SRF-T010-000	\$ 400.00	N/A

¹ Add \$150 to cover exotic sensor

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Service Programs Pricing

	Programs	Unit/Labor	Parts	Description
Service warranty Matrix	One Price Repair	1 year	Standard	All parts will carry RAE standard warranty period
	Flat Rate	1 year	Standard	
	Inspection/Estimate	90 days	Standard	
	Upgrade	90 days	Standard	

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RAE Systems by Honeywell Terms and Conditions

The terms and conditions of sale and the RAE Order Placement Procedures contained herein apply to all quotations and purchases made and purchase orders received by RAE Systems by Honeywell. ("RAE Systems") and are the exclusive binding agreement between the parties regarding the products or services purchased ("Products"), unless otherwise expressly agreed in writing by RAE Systems and buyer ("Buyer"). THE ACCEPTANCE OF ANY OR ALL OF THE BUYER'S PURCHASE ORDERS IS CONDITIONAL UPON BUYER'S ASSENT TO THE TERMS AND CONDITIONS IN THIS DOCUMENT, IN LIEU OF THE TERMS CONTAINED IN BUYER'S PURCHASE ORDER. RAE Systems hereby rejects all provisions contained in communications from Buyer that conflict with or are inconsistent with the terms contained herein. RAE Systems' failure to object to any of the provisions contained in Buyer's documentation shall not be deemed a waiver of these provisions.

1. Quotation and Prices: All quotations are subject to the terms and conditions stated herein as well as any additional Terms and Conditions that may appear on RAE Systems' quotation. In the case of a conflict between the terms and conditions stated herein and those appearing on RAE Systems' quotation, the latter shall control. RAE Systems prices and quotations are subject to the following:

- a) Buyer will be billed at the prices in the list price or specifically quoted to Buyer at the time of RAE Systems' purchase order acceptance.
- b) All published prices are subject to change without notice.
- c) Unless otherwise specified in writing, all quotations are firm for, and will expire, thirty (30) days after date thereof. Budgetary quotations and estimates are for preliminary information only and shall neither constitute firm offers nor impose any responsibility or liability upon RAE Systems.
- d) Unless otherwise stated in writing by RAE Systems, all prices quoted and billed shall be exclusive of transportation fees, insurance, taxes (including without limitation any use tax, sales tax or similar tax), license fees, customs fees, duties and other charges related thereto, and Buyer shall report and pay any and all such shipping charges, premiums, taxes, fees, duties and other charges related thereto, and shall hold RAE Systems harmless therefrom.
- e) The sale of any of RAE Systems' Products to Buyer in no way conveys to Buyer, either expressly or by implication, any intellectual property license or rights whatsoever, except any limited license rights as may be expressly granted by RAE Systems in the materials which accompany the Products as delivered.

2. Payment: Unless otherwise agreed to in writing, payment shall be paid Net 30 days from the date of invoice. Should custom work be involved, purchase orders shall be accompanied by a non-refundable 50% payment of the total amount with an additional 30% of such total amount due upon the scheduled shipment date, and the final 20% of such total amount is due 30 days after RAE Systems makes shipment. International orders must be accompanied by an irrevocable letter of credit confirmed through a U.S. bank acceptable to RAE Systems and to be drawn at sight when presented with proper documents consisting of (1) signed commercial invoice in triplicate and (2) clean airway bill for the Product. Alternately, wire transfer of funds must be received before shipment (International). Past due balances shall be subject to a finance charge of the lesser of 1.5% per month or the maximum amount allowed by law.

Buyer agrees to accept partial shipments in satisfaction of a single purchase order; when partial shipments are made, pro-rata payments shall become due in accordance with the designated terms for each shipment. RAE Systems may withdraw credit, suspend or cancel performance under any purchase orders or delay delivery of Products in the event Buyer fails to comply with these payment terms.

If Buyer becomes insolvent or bankruptcy proceedings are instituted against Buyer or Buyer makes an assignment for the benefit of its creditors, any such event shall be deemed a material default, entitling RAE Systems to cease performance under a purchase order and to avail itself of all legal or equitable remedies it may have against Buyer. In the event of a default by Buyer under these terms, and the matter is placed in the hands of an attorney for collection, or suit is brought at law, or in equity, to enforce the provisions herein, the Buyer agrees to pay a reasonable attorney's fee together with costs in addition to the amount due under said purchase order.

3. Title and Delivery: Unless otherwise agreed to in writing by RAE Systems, shipment shall be F.O.B. RAE Systems' location and the manner of shipment shall be any commercially reasonable option determined at RAE Systems' option. Buyer shall be responsible for all shipping charges. RAE Systems reserves the right to ship Products freight collect and to select the means of transportation and routing. Unless otherwise advised, RAE Systems will insure to full value of the Product or declare full value to the transportation company at the time of delivery and all such freight; provided that such insurance costs shall be for Buyer's account. Any and all taxes levied on or with respect to Products after delivery to the F.O.B. point, including without limitation taxes levied on or assessed to RAE Systems by reason of its retention of title, shall be paid by Buyer. In the event RAE Systems, in its sole discretion, chooses to pay such taxes, then Buyer shall reimburse RAE Systems in full upon demand. All Products must be inspected by Buyer upon receipt and claims should be filed with the transportation company when there is evidence of damage, either concealed or external.

Shipping dates are approximate and are based upon prompt receipt of all necessary information from Buyer. RAE Systems shall not be liable for delay in delivery or non delivery due to causes beyond RAE Systems' reasonable control, including but not limited to acts of God, acts of Buyer, acts of civil or military authority, war, riots, priorities, fires, strikes, lockouts, delays in transportation and inability due to causes beyond RAE Systems' reasonable control to obtain necessary labor, materials, manufacturing facilities, or compliance with any law, regulation or order, whether such circumstances or causes have been remedied. RAE Systems reserves the right, in its sole discretion, to allocate inventories and current production and substitute suitable materials when, in its opinion, such allocation or substitution is necessary due to any such circumstances or causes. No penalty clause of any kind shall be effective.

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RAE Systems by Honeywell Terms and Conditions (continued)

4. Testing Procedures: RAE Systems will conduct industry standard testing procedures to confirm RAE Systems' compliance with Buyer's purchase order. Such testing procedures include verification of model number and serialized inventory, power-up test confirmation, instrumentation calibration and diagnostics verification. Any requested changes to these testing procedures require a separate price quotation.

5. Termination: All purchase orders are firm and non-cancellable by Buyer. Buyer is responsible for the full price of Products as ordered. Termination by mutual agreement is subject to the following conditions: (a) Buyer will pay for all Products which are completely manufactured and allocable to Buyer at the time of RAE Systems receipt of notice of termination; and (b) Buyer will pay all costs which have been incurred by RAE Systems with regard to products which have not been completely manufactured at the time of RAE Systems receipt of notice of termination, plus a pro rata portion of normal profit on the purchase order using RAE Systems' standard accounting practices. To reduce termination charges, RAE Systems shall divert completed parts, material or work-in-process from terminated purchase orders to the Buyer whenever in RAE Systems' sole discretion, it is practical to do so.

6. Limited Warranty: RAE Systems' Product warranty is incorporated as part of the Product Operating and Service manual supplied with each individual Product shipment. Such warranty does not extend to any damage or failure which results from alteration, accident, theft, misuse, abuse, abnormal use, improper or unauthorized repairs or improper maintenance. RAE Systems neither assumes nor authorizes any other firm or person to assume on RAE Systems behalf any liability in any way connected with the sale of RAE Systems Products. The sole and exclusive remedy in the event of any breach of the foregoing warranty is to return Products to RAE Systems with delivery or postage prepaid for a refund pursuant to the terms of the applicable Product warranty.

THIS LIMITED WARRANTY SHALL EXTEND TO ORIGINAL BUYER ONLY AND NOT TO BUYER'S CUSTOMERS OR BUYER'S FOREIGN LOCATIONS AND, EXCEPT FOR THE WARRANTY OF TITLE, IT IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

7. Limitation of Liability: IN NO EVENT SHALL RAE SYSTEMS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR OTHER DAMAGES WHATSOEVER RESULTING FROM RAE SYSTEMS' PERFORMANCE OR FAILURE TO PERFORM UNDER THESE TERMS OR THE FURNISHING, PERFORMANCE OR USE OF ANY GOODS SOLD PURSUANT HERETO, WHETHER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, PRODUCT LIABILITY, THE NEGLIGENCE OF RAE SYSTEMS OR OTHERWISE. IN NO EVENT SHALL RAE SYSTEMS' LIABILITY EXCEED THE U.S. DOLLAR AMOUNT EQUAL TO THE AMOUNT PAID BY BUYER FOR THE COST OF THE PRODUCTS PAID BY BUYER UNDER THE APPLICABLE INVOICE. THE DAMAGE LIMITATIONS PROVIDED IN THIS AGREEMENT AND THE REMEDIES STATED HEREIN SHALL BE EXCLUSIVE AND SHALL BE BUYER'S SOLE REMEDY. THIS LIMITATION ON LIABILITY SHALL SURVIVE FAILURE OF ANY ESSENTIAL PURPOSE. Certain jurisdictions do not permit the limitation of certain types of liability, so this limitation may not apply to the Buyer.

8. Governing Law and Disputes: The terms and conditions of sale stated herein shall be governed by and construed according to the laws of the State of California without regard to its conflict of law provisions. All disputes under any purchase order concerning Products not otherwise resolved between RAE Systems and Buyer shall be resolved in a court of competent jurisdiction at the location of RAE Systems' place of business fulfilling the purchase order, and in no other location. In RAE Systems' sole discretion, such action may be heard in some other place designated by RAE Systems (if necessary to acquire jurisdiction over third persons), so that the dispute can be resolved in an action. Buyer agrees to appear in any such action and consent to the jurisdiction of such court upon written notice. No action, regardless of form, arising out of, or in any way connected with, the Products furnished or services rendered by RAE Systems, may be brought by Buyer more than one (1) year after the cause of action has accrued.

9. Indemnification: In the event of a claim by a third party of infringement of proprietary rights, trademarks, or patents, resulting from compliance with Buyer's designs, specifications, or instructions Buyer will defend, indemnify and hold RAE Systems harmless against any expense or loss ensuing from such a claim.

Except as otherwise provided above, RAE Systems shall defend any suit or proceeding brought against Buyer to the extent the same is based upon a claim that any Product, or any part thereof, delivered to Buyer under a purchase order constitutes an infringement of any United States patent; provided that, RAE Systems is notified promptly in writing and given authority, information and assistance (at RAE Systems' expense) for the defense of same. In case said Product, or any part thereof, is in such suit held to constitute infringement and the use of said Product or part is enjoined, RAE Systems shall, at its sole and exclusive option and expense, either (i) procure for Buyer the right to continue using said Product or part, (ii) replace said Product with a comparable non-infringing product, (iii) modify said Product so it becomes non-infringing; or (iv) remove said Product and refund to Buyer the actual cost of said Product paid to RAE Systems by Buyer, less a reasonable amount for depreciation. The foregoing states the entire liability of RAE Systems for any patent infringement by the said Product or any part thereof. Notwithstanding the foregoing, in no event shall RAE Systems be obligated to indemnify Buyer pursuant to this Section 10 if a claim, suit or proceeding arises out of or is related to: (a) RAE Systems' compliance with Buyer's designs, specifications or instructions; (b) modifications made to the Products other than by RAE Systems; or (c) Buyer's combination or use of the Product with software, services or products developed by Buyer or a third party.

10. Compliance with Laws: RAE Systems represents that with respect to the production of the Products or the performance of the services covered by this purchase order, RAE Systems will fully comply with all applicable federal, state and local laws including, without limitation, all requirements of the Fair Labor Standards Act of 1938, as amended. RAE Systems is an Equal Opportunity Employer. It does not discriminate in any phase of the employment process against any person because of race, color, creed, religion, national origin, sex, age, veteran or handicapped status. The Equal Opportunity Certificate, which is mailed annually to all vendors, is hereby incorporated into these terms and conditions by reference.

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RAE Systems by Honeywell Terms and Conditions (continued)

11. Assignment: Buyer shall not assign this purchase order or any interest therein or any rights hereunder without the prior written consent of RAE Systems.

12. Changes: Upon written acceptance of RAE Systems, Buyer may make changes within the scope of this purchase order in specifications, drawings, or type of Products ordered or in the time or place of delivery or order quantity. Engineering charges for any specification changes will be quoted under a separate purchase order. Reduction in purchase order quantities and/or extension or delay of scheduled shipment dates will be subject to price adjustment as determined by RAE Systems and agreed to by the Buyer. RAE Systems reserves the right to reject any changes and thus the original purchase order quantities, shipment dates, and prices shall remain in effect.

13. Export Controls: Buyer acknowledges that all shipments by RAE Systems are or may be subject to restrictions and limitations imposed by United States export controls, trade regulations and trade sanctions. Buyer at all times will comply with such sanctions, controls and regulations and will cause compliance with such sanctions, controls and regulations in its use and disposition of the Products. With respect to each Products shipment pursuant to these terms and conditions, Buyer will obtain and supply to RAE Systems in writing all information required by RAE Systems to obtain any U.S. export license, permit, approval or documentation applicable to such shipment. Notwithstanding any contrary provision in these terms and conditions, RAE Systems will have no obligation to make any shipment to Buyer until it has received all such information and has obtained the applicable licenses, permits, approvals or documentation for shipment, if any. If RAE Systems learns, or has reasonable cause to believe, or if any branch or agency of the government of the United States claims, that a violation of any applicable trade sanctions, export controls or trade regulations has occurred or is likely to occur because of any shipment, RAE Systems may, in addition to any other remedy it may have, suspend all shipments to Buyer until: (a) RAE Systems is satisfied that such violation did not occur or has ceased to occur, or (b) such claim is withdrawn or otherwise resolved in favor of RAE Systems. Neither Buyer nor its employees, agents, subcontractors, officers or representatives shall cause or permit any shipment of the Products to be made by Buyer or by anyone acting on behalf of Buyer or to whom Buyer may sell the Products, to any country for which a validated export license is required by the United States, or to which shipment is prohibited under trade regulations or trade sanctions of the United States. It shall be the duty of Buyer to inform itself in detail of such export controls, trade regulations and trade sanctions. Buyer will not cause or permit any customer or user in other parts of the world until all necessary import and/or export approvals and clearances have been obtained, and until all United States export controls, trade regulations or trade sanctions applicable to such shipments have been fully complied with. Buyer will indemnify and will hold RAE Systems harmless from and against any claim, loss or liability arising out of any breach of the foregoing covenants contained in this Section 14.

14. Notices: Any notice or report required or permitted by these terms and conditions shall be in writing and shall be deemed given if delivered personally or if sent by either party to the other by confirmed overnight delivery or by certified or registered mail, return receipt requested, postage prepaid, addressed to the other party to its address as set forth on the purchase order or at such other address as such party shall designate by notice hereunder. Where Buyer is giving notice to RAE Systems, all notices shall be sent to the attention of RAE Systems' account representative or customer service representative.

15. Government Contracts: Unless otherwise stated by reference on the face hereof, all purchase orders are considered commercial sales regardless of government contract or subcontract references. RAE Systems pricing and production and shipment commitments shall be based on published price lists and RAE Systems internal accounting and production allocation procedures which shall be applied equitably to all customers as determined by RAE Systems.

16. Service Warranty: RAE Systems warrants all repair work performed on Products theretofore purchased by Buyer from RAE Systems for a period of ninety (90) days after completion of the repairs and shipment to Buyer (the "Warranty Period"). In the event that a Product shall fail within the Warranty Period, Buyer's sole and exclusive remedy shall be to return said Product to RAE Systems during the Warranty Period, transportation prepaid, for re-repair. In this event, this warranty will not be deemed to have failed of its essential purpose. Transportation from Buyer to RAE Systems shall be via a carrier selected by Buyer with all charges borne by Buyer. The aforementioned provisions will not extend the original warranty period for any Product that has been repaired by RAE Systems.

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