



PRICING GUIDE

FIXED DETECTION PRODUCTS

Americas

Effective Date for Prices
January 12, 2012

www.raesystems.com

Order Placement Procedures

Direct Drop Ship

- RAE Systems offers this at no extra cost, but we do need a written copy of these orders **(no call-ins)**.
- We also need detailed street address information, including the telephone number of the end user.

Handling Fees

- All shipping and handling charges are added to your invoice, FOB San Jose, California.
- If shipping is charged to your shipping account number, a Handling Fee is not added to your invoice.

Minimum Order Charges

- All orders under \$250 net must be placed through the RAE Systems' B2B site. Any order under \$250 net that is placed through Inside Sales, will be assessed a \$50.00 Minimum Sales Order Fee.

Lead Times and Order Expedite Fees*

- Hot shipments (RED) may be expedited by 24 hours for a \$25 surcharge.
- Standard Shipment Lead Times: RAEGuard's series - 3 weeks

*All above commitments are based on availability of Finished Goods Inventory

Special Discounts

All Special Discounts need to be stated on Purchase Order accompanied by a Special Pricing Form from your Regional Sales Manager.

Restocking Fees, Duplicate Orders, Shipments

We accept purchase orders via fax or e-mail.

- For every order as to which we agree to accept a return, your account will be assessed a restocking fee of 20% of the order's total amount, plus shipping charges to return any orders (this includes duplicate orders).
- **All sales are final. No returns shall be accepted without a RAE Systems issued NSRMA# (Non-Service Return Material Authorization Number). Any returns received without an NSRMA# will be rejected and returned to sender.**
- No returns will be authorized and no NSRMA#s will be issued after 30 days from the date the order is shipped from RAE Systems.
- **RAE Systems must receive returned material within 30 days of the date the NSRMA # is issued.**
- Product must be unused, in the original RAE Systems packaging, and must include all accessories, documentation and any other parts.
- Colorimetric Tubes and Calibration Gas (with a shelf life 6 months or less) are **Non-Returnable**.

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Certifications, Classifications and Approvals

Certifications, Classifications and Approvals*	US	Canada	CE	ATEX / EEx
RAEGuard PID	C1D1	C1D1	Yes	Yes
RAEGuard EC	C1D1	C1D1	Yes	Yes
RAEGuard LEL	C1D1	No	Yes	Yes

*If product is not listed here, please refer to the latest spec sheet on the RAE Systems website.

Approximate Shipping Weights

Products	Unit Only		Unit and Kit		Must ship as HazMat	
	LBS	KGS	LBS	KGS	Unit only	Unit and Kit
RAEGuard PID	5.5 lb	2.5 kg	N/A		No	N/A
RAEGuard EC	5.5 lb	2.5 kg	N/A		No	N/A
RAEGuard LEL	5.5 lb	2.5 kg	N/A		No	N/A

RAEGuard PID Transmitter

RAEGuard PID

The **RAEGuard PID** is a permanently mounted (fixed) Photo-ionization Detector (PID) transmitter that operates from a 9 to 36 VDC power source and provides an analog (4-20 mA) signal output in three full scale ranges* of 19.99 ppm, 99.9 ppm, or 999 ppm isobutylene equivalent. Housed in an explosion-proof enclosure, the RAEGuard PID is equipped with a local digital display of the gas concentration and function keys for performing non-intrusive calibration.

***Ranges are not selectable, and must be specified at the time of order.**



Key Features

- 4-20 mA analog output ranging from 0.1 to 99.9 ppm, or 1 to 999 ppm isobutylene equivalent
- 4-20 mA analog output ranging from 0.01 to 19.99 ppm isobutylene equivalent for ultra-sensitive version
- Explosion-proof enclosure for hazardous locations
- Long-life 10.6 eV Ultraviolet lamp and 3D Sensor
- Built-in pump with patented self-cleaning duty cycle operation
- Local displays with adjustment keys
- Non-Intrusive calibration
- Magnetic key interface eliminates need to open explosion proof housing when making calibration and other minor adjustments
- Operation at 9 to 36 V DC
- Dry contact output (<30V,2A)

RAEGuard PID Transmitter Ordering Information

Description	Part Number	List Price
Kit, RAEGuard PID, 1 – 999 ppm isobutylene equivalent, FGM-1000		
Unit Only (Flowthrough)	036-0005-000	\$3,460.00
Kit, RAEGuard PID, 0.1-99.9 ppm isobutylene equivalent, FGM-1001		
Unit Only (Flowthrough)	036-0005-001	\$3,891.00
Kit, RAEGuard PID, 0.01-19.99 ppm isobutylene equivalent, FGM-1002		
Unit Only (Flowthrough)	036-0005-002	\$5,298.00

RAEGuard EC

The **RAEGuard EC** is a permanently mounted (fixed) toxic gas or oxygen transmitter that operates from a 9 to 36 VDC power source and provides an analog (4-20mA) and digital (RS-485) signal output in the range of sensor specifications. Housed in an explosion-proof enclosure, the **RAEGuard EC** is equipped with a local digital display of the gas concentration and function keys for performing non-intrusive calibration.



RAEGuard EC Transmitters

Key Features

- Explosion-proof 7R electrochemical sensor
- 4-20mA analog and RS-485 digital output of specified sensor
- Explosion-proof enclosure for hazardous locations
- Local displays with adjustment keys
- Non-Intrusive calibration
- Magnetic key interface eliminates need to open explosion proof housing when making calibration or other minor adjustments
- Operation at 9 to 36 VDC
- Dry contact output (<30V, 2A)

RAEGuard EC Ordering Information

Description	Range	Part Number	List Price
Kit, RAEGuard EC, Hydrogen Sulfide (H ₂ S), FGM-1300	0-300 ppm	036-0005-010	\$938.00
Kit, RAEGuard EC, Carbon Monoxide (CO), FGM-1301	0-1000 ppm	036-0005-020	\$938.00
Kit, RAEGuard EC, Oxygen (O ₂), FGM-1303	0-30%	036-0005-040	\$938.00
Kit, RAEGuard EC, Sulfur Dioxide (SO ₂), FGM-1304	0-150 ppm	036-0005-080	\$1,150.00

RAEGuard LEL

The **RAEGuard LEL** is a permanently mounted (fixed) catalytic bead combustible gas transmitter that operates from 9 to 36 VDC power source and provides an analog (4-20mA) and digital (RS-485) signal output in the range of 0-100%LEL combustible gas. Housed in an explosion-proof enclosure, the **RAEGuard LEL** is equipped with a local digital display of the gas concentration and function keys for performing non-intrusive calibration.



RAEGuard LEL Transmitters

Key Features

- Explosion-proof 7R highly poison-resistant catalytic bead combustible gas LEL sensor
- 4-20mA analog and RS-485 digital output of 0-100%LEL combustible gas including methane, acetylene, propane or other combustible gases
- Explosion-proof enclosure for hazardous environment application
- Local displays with adjustment keys
- Non-Intrusive calibration
- Magnetic key interface eliminates need to open explosion-proof housing when making calibration or other minor adjustments
- Operation at 9 to 36 VDC
- Dry contact output (<30V, 2A)

RAEGuard LEL Ordering Information

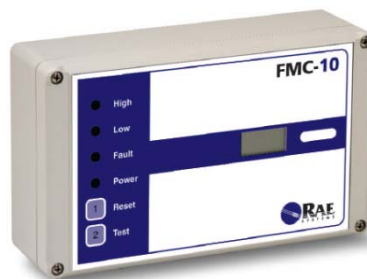
Description	Range	Part Number	List Price
Kit, RAEGuard LEL, Combustible Gas, FGM-1100	0-100%LEL	036-0005-L00	\$938.00

Calibration adapter & adjustment magnet are included.

FMC-10 Single-Channel Controller

RAE Controllers

The FMC-10 is a fixed single-point alarm unit that's been designed to meet the requirements for economical and reliable monitoring of gas levels in a wide range of environments, from commercial premises through heavy industrial applications which may require hazardous area sensing. Typical monitoring locations include: public buildings, boiler rooms, swimming pools, water treatment, HVAC, manufacturing and processing plants.



Key Features

- Flammable, Oxygen and Toxic Gases
- Advanced microcontroller
- Digital Display
- High/Low/fault relays
- Compact size
- Low power consumption
- 4-20mA analog output
- Sealed to IP65 rating
- Extensive fault detection circuitry

Single Channel Controller Ordering Information

Description	Part Number	List Price
Controller for 4-20mA transmitters (230 Volt)	F05-0011-000	\$641.00
Controller for 4-20mA transmitters (230 volt for detectors over 500 ppm)	Call RAE Systems	\$641.00
Controller for 4-20mA transmitters (115 Volt)	F05-0011-001	\$641.00
Controller for 4-20mA transmitters (115 volt for detectors over 500 ppm)	Call RAE Systems	\$641.00

FMC-40 1- to 4-Channel Controller

RAE Controllers

The FMC-40 has been designed with features that provide an effective response to the detection of gas hazards in a wide range of environments, from commercial premises through heavy industrial applications requiring hazardous area sensing. Typical monitoring locations include; public buildings, boiler rooms, swimming pools, water treatment, HVAC, manufacturing and processing plants.



Key Features

- Versatile System Configuration
- Flammable, Oxygen and Toxic Gases
- 1 to 4 sensors
- Plug in sensor channels
- Two alarm stages
- Selectable alarm relays 3 common and one channel specific
- Analog 4-20mA output

1- to 4-channel Controller Ordering Information

Description	Part Number	List Price
FMC-40 Controller module IP 52 option	F05-0021-000	\$746.00
FMC-40 Controller IP 65 option	F05-0022-000	\$1,045.00
Analog card for 4-20mA transmitters (one needed per Channel)	F05-3021-000	\$195.00
Analog card for 4-20mA transmitters (for detectors over 500ppm)	Call RAE Systems	\$195.00
Battery back up 1 hour (installed in the cabinet)	F05-3022-000	\$184.00

Ordering : One analog card per channel needed

Example: Controller with 3 channels 1 F05-0021-000 plus 3 F05-3021-00

FMC-60 Multi-Channel Controller

RAE Controllers

Each gas sensor continuously monitors the atmosphere, reporting any hazardous conditions to the control unit, for display by the alpha numeric screen indicating the sensor information. Alarm levels that are exceeded will automatically activate a variety of signal outputs including analog/digital data and user selectable relays.



Key Features

- Up to 64 addressable sensors plus 1-6 direct 4~20mA sensors -2/3 wire
- 4 core sensor network (addressable)
- On screen text description of sensor locations
- 3 alarm levels
- Event -data logging
- Low cost installation
- One man calibration utilizing peak readings
- Automatic safety check diagnostics/system surveillance
- Modbus 3rd party interface
- Optional - Repeater panel in a separate enclosure
- Optional - 64 Additional relays in separate enclosure

FMC-60 Multi-Channel Controller Ordering Information

Description	Part Number	List Price
Multi controller standard IP 52 (3.9a @ 24VDC) Steel cabinet	F05-0001-000	\$1,980.00
Multi controller IP 65 option (3.9a @ 24VDC)	F05-0002-000	\$2,379.00
Auxiliary power pack 11A @ 24VDC	F05-3001-000	\$953.00
Multi controller 19" rack 3U	F05-0003-000	\$2,232.00
Multi controller Relay panel 32 relays in separate enclosure (max 64)	F05-3002-000	\$1,056.00

Fixed System Spare Parts and Accessories

Part Number	Description	List Price
033-2070-000	ASSY, INTERNAL CABLE, RAEGuard LEL	\$57.00
033-2060-000	Calibration Adapter, RAEGuard LEL	\$57.00
033-3032-000	Magnet Key ASSY, RAEGuard	\$57.00
033-3003-100	PUMP ASSY, ASF3003, RAEGuard PID	\$315.00
081-0002-000	Kit, Lamp Cleaning	\$44.00
050-0000-003	LAMP, 10.6 ev, 1/2", RAEGuard PID	\$263.00
490-3037-000	PLUG, 3/4" NPT, Stainless Steel , ATEX VERSION	\$26.00
033-0915-000	Kit, ACCESSORY, RAEGuard-EC (manual, calibration adapter, magnetic key, etc)	\$134.00
033-0913-000	KIT, ACCESSORY, RAEGuard-LEL (manual, calibration adapter, magnetic key, etc)	\$134.00
033-0912-000	KIT, RAEGuard-PID, Accessory (manual, calibration adapter, magnetic key, etc)	\$134.00
033-4115-000	MANUAL, RAEGuard EC, FGM-1300	\$26.00
033-4103-000	MANUAL, RAEGuard-LEL, FGM-1100	\$26.00
033-4001-001	MANUAL, RAEGuard-PID, FGM-1000	\$26.00
033-3801-000	Calibration Cap, RAEGuards LEL / NDIR	\$26.00
033-3802-000	Calibration Adapter Subassy, RAEGuard S EC	\$26.00
490-0130-000	TOOL, M6 HEX KEY, BM-5/64C, RAEGuard	\$26.00
033-2004-010	Splash Guard Waterproof Cover, RAEGuard. Must order the correct sleeve (LEL or EC).	\$52.00
033-2066-010	Sleeve, LEL Sensor Rain Protection, ABS, RAEGuard LEL- IR	\$26.00
033-2065-010	Sleeve, EC-Sensor Rain Protection, ABS, RAEGuard EC	\$26.00
033-3014-001	RAEGuard pole mounting kit	\$109.00
032-0110-080	RAEGuard SENSOR, ASSY, 7R EC SO ₂	\$423.00
033-0107-000	RAEGuard SENSOR, ASSY, 7R EC (O ₂)	\$263.00
032-0103-000	RAEGuard SENSOR, ASSY, 7R, CO	\$263.00
014-0902-000	RAEGuard SENSOR, ASSY, 7R, H ₂ S	\$263.00
014-0901-000	RAEGuard SENSOR, ASSY, 7R,LEL	\$263.00
033-3007-000	RAEGuard SENSOR, only, 6R, PID	\$160.00
032-0100-000	RAEGuard SENSOR, only, CO	\$165.00
032-0102-000	RAEGuard SENSOR, only, H ₂ S	\$165.00
046-1161-000	RAEGuard SENSOR, only, O ₂	\$165.00
045-1113-000	RAEGuard SENSOR, only, SO ₂	\$265.00

Calibration Gases and Accessories

Part Number	Description	List Price
600-0069-000	Isobutylene, 10ppm (balance air), 34 liter cylinder	\$72.00
600-0001-000	Isobutylene, 50ppm (balance air), 34 liter cylinder	\$72.00
600-0002-000	Isobutylene, 100ppm (balance air), 34 liter cylinder	\$72.00
600-0002-001	Isobutylene, 100ppm, 103 liter cylinder (58L regulator)	\$233.00
600-0024-000	Dry Air, 0ppm, 34 liter cylinder	\$72.00
600-0051-000	Hydrogen Sulfide, 10ppm H ₂ S (balance N ₂), 58 liter cylinder	\$212.00
600-0052-000	Carbon Monoxide, 50ppm CO (balance air), 34 liter cylinder	\$72.00
600-0053-000	Sulfur Dioxide, 5ppm SO ₂ (balance N ₂), 58 liter cylinder	\$212.00
600-0061-000	Oxygen, 20.9% (balance N ₂), 34 liter cylinder	\$72.00
600-0061-001	Oxygen, 19% (balance N ₂), 34 liter cylinder	\$72.00
600-0062-000	Nitrogen, 100% N ₂ , 34 liter cylinder	\$72.00
600-0063-000	Benzene, 5ppm (balance air), 34 liter cylinder	\$195.00
600-0088-000	Butadiene, 5ppm (balance air), 34 liter cylinder	\$130.00
600-0070-000	LEL Pentane, 25% (balance air), 34 liter cylinder	\$82.00
600-0071-000	LEL Methane, 50% (balance air), 34 liter cylinder	\$72.00
600-0137-000	Methane, 20% (balance N ₂), 34 liter cylinder	\$72.00
600-0071-020	LEL Methane, 20% (balance air), 34 liter cylinder	\$72.00
002-3011-000	Constant-flow regulator, 0.5 liter/min (Female threaded regulator: for use with 34-liter steel cylinder only)	\$168.00
007-3021-000	Constant-flow regulator, 1 liter/min (Male threaded regulator: for use with 34-liter aluminum cylinder and all 58-liter cylinder)	\$233.00
500-0034-000	Calibration kit case (no gas or regulator) holds two 34 or 58 liter cylinders	\$93.00

RAE Systems, Inc. Standard Limited Warranty

RAE Systems Inc. warrants gas detectors, sensors and accessories manufactured and sold by RAE Systems to be free from defects in materials and workmanship for the periods listed in the tables below. This warranty is expressly limited to the original owner who purchases the equipment directly from RAE Systems or from an authorized RAE Systems reseller.

To maintain this limited warranty, the product must be operated, calibrated and maintained in accordance with the Operation and Maintenance Manual supplied with the product. Abuse, mechanical damage, alteration, and/or repair procedures not made in accordance with the Operation and Maintenance Manual voids the RAE Systems Standard Limited Warranty.

The obligation of RAE Systems under this limited warranty is limited to the repair or replacement of components deemed by the RAE Systems Instrument Service Department to have been defective under the scope of this Standard Limited Warranty. To receive consideration for warranty repair or replacement procedures, products must be returned to RAE Systems at its manufacturing location in San Jose, California, USA, with transportation and shipping charges prepaid. It is necessary to obtain a return authorization number (RMA) from RAE Systems prior to shipment.

This limited warranty is expressly in lieu of any and all representations, expressed or implied, including but not limited to, the warranty of fitness for a particular purpose. RAE Systems will not be liable for loss or damage of any kind connected to the use of its products or failure of its products to function or operate properly.

Instrument and Accessory warranty periods:

Products	Warranty Period
1. RAEGuard EC, RAEGuard PID, RAEGuard LEL (excludes components listed in section 2 and 3 below)	2 years from the date of purchase
2. Sampling pumps, and other components (either installed or purchased separately) which by their design are consumed or depleted during normal operation, or which may require periodic replacement (excludes components listed in section 3 below)	One year from the date of purchase
3. Sensor warranty periods by sensor type	Warranty Period
LEL, O₂, CO, H₂S	2 Years
10.6 eV photoionization detector lamps for RAEGuard PID and all other toxic sensors	1 Year

Damage to combustible sensors incurred by exposure to known sensor poisons (such as silicones, tetra-ethyl-lead, and/or other substances as noted in the operator's manual) may (at the discretion of the RAE Systems Instrument Service Department) void this warranty as it applies to the replacement of combustible sensors.

Warranty Matrix

Warranty is from date of sale. Any major component not specifically identified below is covered under the Standard Limited Warranty for the instrument.

Model	Product	Instrument ¹	Components ²	Lamps			Sensors	
				9.8 eV	10.6 eV	11.7 eV	O ₂ , LEL, H ₂ S, CO	All other Sensors
FGM-100X	RAEGuard PID	2 Yr	1 Yr	N/A	1 Yr	N/A	N/A	N/A
FGM-130X	RAEGuard EC	2 Yr	N/A	N/A	N/A	N/A	2 Yrs	1 Yr
FGM-110X	RAEGuard LEL	2 Yr	N/A	NA	NA	NA	2 Yrs	N/A

1 Product electronics, switch panels, enclosures, displays

2 Sampling pumps

RAE Systems, Inc. Terms and Conditions

The terms and conditions of sale contained herein apply to all quotations and purchases made and purchase orders received by RAE System, Inc. ("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.

2. 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.

3. 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.

RAE Systems, Inc. Terms and Conditions (continued)

4. **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.

5. **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.

6. **Termination:** All purchase orders are firm and non-cancelable 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.

7. **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.

RAE Systems, Inc. Terms and Conditions (continued)

8. 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. IT IS AGREED, HOWEVER, THAT 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.

9. 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.

10. 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. 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.

11. 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.

RAE Systems, Inc. Terms and Conditions (continued)

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

13. 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.

14. Product Discontinuance: Buyer acknowledges that any of the Products may be discontinued by RAE Systems or RAE Systems' supplier without prior notice to Buyer. In the event of such discontinuance, RAE Systems shall notify Buyer to the extent that any Products ordered by Buyer are affected thereby. In the event of such discontinuance, RAE Systems reserves the right to terminate Buyer's purchase order for any Product which has not been delivered and which is affected by such discontinuance without any liability to RAE Systems.

15. 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 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 15.

16. 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.

17. 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. RAE Systems warrants that such prices and allocations that are made under such government contracts are the same as would have been made to RAE Systems "most favored customer" for the same Products or services under identical terms of sale.

RAE Systems, Inc. Contact Directory

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Service Department <ul style="list-style-type: none">• Technical support• Status on monitor in for service• Return Authorization for service or warranty repair• Application questions• Training tools	tech@raesystems.com	T: 1.888.723.4800 F: 1.408.952.8486
Accounting Department <ul style="list-style-type: none">• Invoice questions• Payment terms• Account status		T: 1.877.723.2878 (Press 4)