



**University of California  
Ernest Orlando Lawrence  
Berkeley National Laboratory**

For Contract No. DE-AC02-05CH11231  
with the Department of Energy

HUGHES CIRCUITS INC  
540 SOUTH PACIFIC STREET  
SAN MARCOS CA 92078

## SUBCONTRACT

Subcontract/PO# <b>7033995</b>	Date 09/14/2012	Revision	Page 1
Payment Terms Net 15	Freight Terms DESTINATION LBNL PAYS FRT	Ship Via FEDEX STD	
BUYER: Hadden, Deborah J		510/495-2647	

Ship To: UC LAWRENCE BERKELEY LAB  
FOR THE US DEPT. OF ENERGY  
ONE CYCLOTRON ROAD, BLDG. 69  
BERKELEY CA 94720  
**PO# 7033995**

Bill To: Lawrence Berkeley National Lab  
Accounts Payable Dept.  
1 Cyclotron Rd - MS 971-AP OR APInvoice@lbl.gov  
Berkeley CA 94720

FOR RESALE: CA State sales tax shall not be charged for  
purchases, per CA State Resale Permit SR CH 21-835970

**Confirm Date:** 14-SEP-2012 **Confirmed To:** SABYLLE GRIMALDO

Line	Description	Quantity	UOM	Unit Price	Extended Amt	Ship Date
1	Vendor to supply parts and complete component assembly (1 connector) for 40 boards with a 5 day turn. Vendor has pc bds. Please refer to Quote #9412105-0. There is no NRE charge. Assembled boards to be shipped over-night.	40.00	EA	40.95	1,638.00	10/05/2012

### TERMS AND CONDITIONS:

THE ATTACHED "GENERAL PROVISIONS FOR COMMERCIAL SUPPLIES AND SERVICES" DATED JANUARY 19, 2012 IS MADE A PART OF THIS SUBCONTRACT AND IS EQUALLY BINDING.

QUOTE: 9412105  
GOODS AND SERVICES ONLY

### "QUALITY ASSURANCE/INSPECTION:

1. THE ABOVE ITEM/ITEMS SHALL CONFORM TO ALL REQUIREMENTS LISTED ON THE SPECIFICATIONS/DRAWINGS. THE LAWRENCE BERKELEY NATIONAL LAB RESERVES THE RIGHT TO INSPECT ALL OF THE ITEMS FOR CONFORMANCE TO THE SPECIFICATIONS/DRAWINGS AND REJECT ANY ITEMS THAT DO NOT MEET THE REQUIREMENTS.

2. IN THE EVENT THE ITEM/ITEMS FURNISHED BY THE SUBCONTRACTOR ARE NOT IN CONFORMANCE WITH THE SUBCONTRACT, SPECIFICATION, OR DRAWINGS, THE SUBCONTRACTOR SHALL BE NOTIFIED TO PROMPTLY CORRECT ANY DEFICIENCY. IF UPON BEING NOTIFIED BY THE LAWRENCE BERKELEY NATIONAL LAB OF NON-CONFORMING OR DEFECTIVE WORK AND HAVING BEEN REQUESTED TO CORRECT THE DEFECTIVE WORK OR MATERIALS IN AN EXPEDITIOUS MANNER SUBCONTRACTOR STATES OR BY IT'S ACTIONS INDICATES IT'S INABILITY OR UNWILLINGNESS TO COMPLY, THE LAWRENCE BERKELEY NATIONAL LAB SHALL PROCEED TO ACCOMPLISH THE WORK BY THE MOST EXPEDITIOUS MEANS AVAILABLE TO IT AND TO BACKCHARGE SUBCONTRACTOR FOR THE COST OF THE REQUIRED WORK.

THE COST OF SUCH BACKCHARGE WORK SHALL BE COMPUTED AS FOLLOWS:

A. LABOR SHALL BE CHARGED AT ACTUAL COST PLUS AN EQUITABLE PERCENT FOR PAYROLL ADDITIVES (BURDEN RATES).

B. MATERIAL SHALL BE CHARGED AT THE ACTUAL DELIVERY COST.

COST FOR SUCH BACKCHARGE WORK SHALL BE DEDUCTED FROM SUBCONTRACTOR'S INVOICE FOR THE WORK. SUBCONTRACTOR RESERVES THE RIGHT TO CONTEST THE VALIDITY AND AMOUNT OF ANY BACKCHARGE WORK UNDERTAKEN BY THE LAWRENCE BERKELEY NATIONAL LAB PURSUANT HERETO.

3. THE LAWRENCE BERKELEY NATIONAL LAB RESERVES THE RIGHT TO VISIT THE SUBCONTRACTOR UPON REASONABLE PRIOR NOTICE, TO REVIEW THE FABRICATION PROGRESS AND INSPECT THE MANUFACTURING FACILITY.

**TOTAL -** 1,638.00