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EVANS CONSOLES INC.

250 6549 P.02/05



TRADING DESK PRICE QUOTATION

for

EOC

7 World Trade Center, New York City, NY.

Reference Number 53353

TRADING DESK - Plastic Laminate Exterior Panel Finish

As of Wednesday, May 20, 1998

ITEM			
NO.	PART NUMBER	DESCRIPTION	QTY
Trading Desk Base Structure			
1	TD-TD-60	60" w x 48" d Base Structure (no Turret well)	74
End Gables & Back Panel Treatments			
2	TD-EGL-CUSTOM	Desk End Gable Back-to-Back	16
3	TD-EGL-CUSTOM	Desk Top Turret Gable	61
4	TD-EG-CUSTOM	Desk End Gable Single	4
5	TD-BP-30	30" Back Panel	12
Equipment Support Racks, Shelves & Features			
6	TD-MSS-30	Monitor Support Shelf 30"	148
7	TD-RCPU	Slideout CPU Tray 20" w	148
8	TD-G6000	G6000 Metal Cable Raceway (per l.f.)	370
9	TD-VF-TPSH	Ventilation Fan (33 CFM ; 12VDC) - Grill Mounted Single High. (1/ CRT Module)	222
10	TD-CDP	Slide-Out Cable Patch Panel (to specification)	74
11	TD-MFLG-30	20" Monitor Front with Optical Glass	148
12	TD-MFLG-30	20" Monitor Front with Custom Cutout	74
Matching Furniture			
13	TD-MP-BS	Mobile Undercounter Storage Pedestal on Casters with 3 Drawers (file/box/box)	74
14	TD-TL	Task Light (per 30")	148
15	TD-Custom	Custom Millwork (A) - Corner Fillers with support gable and Slatwall (finishes to match trading desks)	14
16	TD-Custom	Custom Millwork (B) - Dividers with support gables and Slatwall (finishes to match trading desks)	8
17	TD-Custom	Custom Millwork (C) - End Units with support gables, rubber nosing Undercounter Storage and Slatwall (finishes to match trading desks)	2
18	TD-Custom	Custom Millwork Podium with finishes to match trading desks	1

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19	TD-Custom	Custom Trading Desk Monitor Enclosure Millwork with finishes to match trading desks	74
20	TD-Custom	Upgrade to Vencer or HPL Finishes, End Gable Detailing	1

Sub-total of Materials and Labor

(A) \$244,726.00

ADD FOR PROJECT LOGISTICS

(B) Packing & Shipping Preparation	4,240.00
(C) Freight: Cartage & Off-Loading (3 Dedicated Trailers - subject to confirmation)	19,500.00
(D) Engineering / Shop Drawings	3,995.00
(E) Installation (Union) Subject To Site Survey	28,039.00

Sub-Total (A) - (E)

(F) 300,500.00

Total " DDP New York, NY." in US Dollars, all Taxes Excluded

\$300,500.00

INCO Terms 1990

The Above Total is Based on A Ship Date of August 15,1998

ALL FINISHES TO BE APPROVED BY THE CLIENT PRIOR TO MANUFACTURING

Baked Enamel for Metal - to match Pittsburg Paint Black Magic 518-7-LRV: 4 Section B-273

High Pressure Laminate - Nevamar Neutra Matrix MR-2-3T

High Pressure Laminate - Nevamar Bronze Matrix MR-2-7T

Optional Operator Features

21	TD-UKBD	Undercounter Keyboard Drawer (20 3/8" clear Inside)	188.00	each
22	TD-AKBD	Articulating Keyboard Drawer	298.00	each
23	TD-BS-B-24	Nominal 24" Binder Storage / Blank Kit	205.00	each
24	TD-BPL-TS	Blank Panel Kit with Telephone Shelf	179.00	each

NOTES:

The following standard terms and conditions apply to, and are incorporated into, and as part of the attached quotation ("Quotation") provided by Evans Consoles Incorporated (Evans Consoles) to the purchaser (the "Client") of the materials and/or services.

- Unit prices for the materials in the Quotation are valid for a period of 90 days, provided that the Client issues or confirms a purchase order in sufficient time to enable Evans Consoles to source and assemble materials to ensure that the delivery of the materials are complete within 12 months of the date of the Quotation. Evans Consoles reserves the right to revise pricing on orders unfulfilled within such twelve-month period.
- Upon the receipt of an order for the materials listed in the Quotation, Evans Consoles will establish a formal project schedule to ensure a timely delivery of materials to the project site. The project schedule will (as a minimum) be comprised of the following activity duration's and milestones.

Preparation of the Client Approval Drawings

Weeks	Cumulative Weeks
<u>2</u>	<u>2</u>

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Client review of the Approval Drawings
 Client " Authorization to Fabricate " Milestone
 Procurement of raw materials
 Console material fabrication/Client Factory Acceptance
 Packaging and shipping of materials
 Console installation and Client acceptance

1	3
**	Milestone
3	6
6	12
1	13
1	14

Evans Consoles will not begin the procurement of project specific materials, or console fabrication until the Client is satisfied with the designs illustrated on the Evans Consoles' drawing submittals, and has indicated such in writing, authorizing Evans Consoles to proceed with fabrication of the materials.

- 3.0 The shipping budget is firm and fixed for the shipment of the materials described in the Quotation by the method described in the Quotation, assuming a single shipping activity. Should additional or expedited shipments or storage of the materials be requested by the Client, Evans Consoles will provide a revised quotation for the additional services.
- 4.0 The installation and shipping quotations assume clean and clear access from the point of unloading to the installation site. Further, it is assumed the installation site will be clean, clear, and prepared for the installation of the materials upon their arrival. All flooring, walls, and electrical construction must be complete. All painting and carpeting should be complete prior to the arrival of the consoles. The installation quotation assumes that the Client will appoint a representative and that person will be available to direct Evans Consoles installation team with respect to security, site safety, and console placement. The Clients representative will be asked to perform a final review and written acceptance of materials upon completion of the installation.
- 5.0 The installation quotation (if any) is firm and fixed for the installation of the materials described in the Quotation by non-union affiliated furniture systems installers. The installation quotation includes the placement, installation, clean-up and a training session on the service and maintenance of the materials supplied. The installation activity does not include the loading of the Clients' electronic into the console. The installation quote assumes the installation of materials will take place during normal office hours. Any existing materials subject to relocation by Evans Consoles.

Unless otherwise stated, the materials will be shipped complete to permit a continuous installation activity. The installation quotation assumes the site is prepared to receive the materials and allow Evans Consoles' installers to fully complete the installation as a single activity (rather than requiring multiple site visits). Multiple installation activities, overtime or delays caused by site conditions beyond the control of Evans Consoles will be charged as follows:

	Rate	O/T Rate
Installation Supervisor	\$35.00 per hour	\$52.50 per hour
Travel time	\$25.00 per hour	\$37.50 per hour

- 6.0 The payment terms for the materials in the Quotation are net 30 days from the date of invoice. Invoices will be issued as follows:

50% upon receipt of order
 50% of the contract value upon shipment of materials

- 7.0 The value of this Quotation is specific to the items listed in the Quotation. Should the actual items supplied vary from those listed above, the appropriate savings or premium will be reflected in the final invoice. Unless otherwise stated, the above unit prices are valid only for the materials included with the primary console shipment.
- 8.0 The Quotation, (unless stated otherwise) includes material packaging provisions suitable for dedicated air-ride moving van shipment. Panels, countertops, and hasboards will be removed and packaged in corrugated containers or on shipping pallets. The console framework will be segmented into convenient lengths for handling. At the Client's request, Evans Consoles can supply rugged crating for general freight or LTL shipment, at an additional charge.
- 9.0 Evans Consoles' Warranty:

Evans Consoles warrants that the materials manufactured by Evans Consoles Inc. will be free from defects in workmanship or materials for a period of three (3) years from the date of shipment of materials. Evans Consoles' liability (however that liability arises) is limited to the replacement or repair (at the option of Evans Consoles) of any defective part or assembly.

Evans Consoles shall not be required to repair or replace any component which has been subjected to abuse, improper application, alteration, accident, negligence in use, storage, transportation or handling, except for that which was within the control of Evans Consoles.

Any component(s) which is defective and is repaired, replaced, adjusted, or modified by Evans Consoles shall be repaired, replaced, adjusted or modified to achieve the warranties hereinabove set forth and shall be further warranted to be free from defects of workmanship and material for the remainder of the warranty period.

All electrical, projection, and other electronic components are not covered under Evans Consoles manufactured goods warranty. Unless otherwise stated, these goods are only covered by the warranties provided by the original manufacturer of the said goods.

Evans Consoles' liability for breach of the warranties hereinabove set forth shall be limited to the liabilities set forth above. Evans Consoles shall not be

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liable for damages resulting from loss of use of equipment or for indirect or consequential damages.

- 10.0 The Client acknowledges and agrees that all know-how, trade secrets, inventions, techniques, processes, designs, and any other proprietary information relating to, used in connection with or arising out of the designing or manufacturing of the materials that are subject matter of the Quotation are, and shall remain, the exclusive property of Evans Consoles Inc. and Evans Consoles. The Client further agrees that it shall not use, or permit or assist others in using, any such know-how, trade secrets, inventions, techniques, processes, designs, or other proprietary information to manufacture any product or to develop any new application or otherwise. Nothing in the purchase order shall prohibit or restrict Evans Consoles in using any of such know-how, trade secrets, inventions, techniques, processes, designs, or other proprietary information to manufacture and sell products to other persons or to develop new applications or otherwise.
- 11.0 An agreement to purchase the materials covered by this Quotation shall be construed under and governed by the laws of the Province of Alberta and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the Province of Alberta.
- 12.0 Evans Consoles is required by US Federal Law to provide a Federal Tax Identification number on all shipments into the United States of America. Please provide this number on your purchase order.
- 13.0 Evans Consoles is required by Law to collect the appropriate State and Municipal Sales and Use Taxes at the time of invoice, for the materials supplied. The above Quotation does not include the value of the Taxes unless otherwise stated. Evans Consoles will require a certificate of Tax exemption prior to the time of invoicing if applicable to this procurement.
- 14.0 Notwithstanding anything to the contrary contained in the Quotation, the Client and Evans Consoles acknowledge and agree that as of the date of the Quotation that no duties, levies, import charges or assessments are levied or assessed by the Government of the United States of America on the importation of the goods and services described in the Quotation into the United States of America and accordingly, the price does not include any duties, levies, import charges or assessments levied or imposed by the Government of the United States of America upon the importation of the goods or services described in the Quotation. Any such duties, levies, import charges or assessments (if any) as are levied or imposed at any time hereafter by the Government of the United States of America upon the importation into the United States of America of such goods or services shall be paid by the Client or if paid by Evans Consoles, in the first instance, reimbursed by the Client to Evans Consoles upon invoice thereof. The price set forth in the Quotation for the materials includes all transportation, carriage and insurance from Evans Consoles' manufacturing facility in Calgary, Alberta to the designated place or places for delivery specified in the Quotation.

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rev. Jan 12, 1998