



Customer Address

MBARI
7700 Sandholdt Road
Moss Landing
95039
US

Bill to Address

MBARI
7700 Sandholdt Road
Moss Landing
95039
US

Delivery Address

No physical shipments
expected. Delivery will be via
internet download from ARM's
IP vault.

Quote # ARM-115426

Date 29th Aug 2013

Valid until 28th Sep 2013

Revision 1

Prepared for

Hans Thomas
831-775-1976
hthomas@mbari.org

Prepared by

La Bre Sims
Inside Sales Representative
Phone: +1 214 2910536
labre.sims@arm.com

Fees

Quantity	Product	Licenses	Unit Price	Net Price
	MDK-ARM-LC		\$4,895.00	\$4,895.00
	MDK-ARM-CM-LC		\$3,200.00	\$3,200.00
	MDK-PRO-LC		\$8,550.00	\$8,550.00
	SUB TOTAL			\$16,645.00
	Estimated Freight			\$0.00
	Grand Total (excludes any taxes or duties)			\$16,645.00

Payment Terms

Invoice date	Payment due within	Fee Due (%)	Fee Due (\$)
Effective date	30 days	100.0%	\$16,645.00
GRAND TOTAL		100%	\$16,645.00

How to Order

If you would like to go ahead with this order, please email a Purchase Order referencing this quote number ARM-115426 to: orders@arm.com, or fax us at: +1 408-576-1576.

US Headquarters

ARM Inc
150 Rose Orchard Way
San Jose, CA 95134-1358
U.S.A.

ARM's Terms and Conditions of Sale

1. Definitions:
 - 1.1 "ARM" means the ARM entity which appears overleaf.
 - 1.2 "Buyer" means the company which agrees to buy any Hardware, technology, software, goods or services from ARM.
 - 1.3 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by ARM.
 - 1.4 "Hardware" means the Products defined in the Hardware Warranty.
 - 1.5 "Hardware Warranty" means the current version of the ARM development systems hardware warranty policy, ARM document number ARM-0001-CUST-QPRO-A, available from ARM at www.arm.com or otherwise made generally available by ARM to its Hardware customers.
- 2.1 These Conditions shall NOT apply where the Buyer has entered into a separate written agreement with ARM. Where they apply, they shall apply to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document, or to imply by trade custom or course of dealing, unless specifically agreed in writing by a duly authorised representative of ARM.
- 2.2 Any ARM entity may render performance and/or accept payment on behalf of the ARM entity named overleaf.
- 3.1 The price payable for the Hardware, technology, software, goods or services shall be the price set out in the quotation, order confirmation or invoice to which these terms are attached or other applicable agreement in effect at the time of despatch.
- 3.2 Unless otherwise specified, all prices are quoted exclusive of VAT and any other tax or duty.
- 3.3 Unless otherwise specified on the front of ARM's invoice, payment of each invoice shall be due and made in full without any deduction or set-off within thirty (30) days of the date of the invoice. No counterclaim by the Buyer may be set-off against any payment due under any contract without the written consent of ARM.
- 3.4 Interest shall be payable on overdue accounts at the rate of 5% over National Westminster PLC base rate from time to time, running from the due date for payment thereof until receipt by ARM of the full amount, whether or not after judgment.
- 4.1 Delivery dates specified in any quotation, order acceptance form or elsewhere are approximate only and not of any contractual effect. Unless otherwise agreed in writing ARM shall not be under any liability to the Buyer in respect of any failure to deliver on any particular date or dates. ARM shall not be obliged to make any deliveries if the aggregate amount of all invoices issued (whether or not due for payment) exceeds such credit limit as may have been established by ARM for the Buyer, or if any amount owing to ARM by the Buyer has not been paid on the due date.
- 4.2 Delivery is deemed to have taken place when the goods pass to the carrier at ARM's premises, or as otherwise agreed in writing between the parties,
- 4.3 Risk of loss or damage to the goods shall pass to the Buyer on delivery as set out in Clause 4.2.
- 5.1 Except as set out in 5.2, title shall pass to the Buyer on delivery as set out in Clause 4.2.
- 5.2 TITLE TO SOFTWARE WILL NOT PASS TO THE BUYER UNDER ANY CIRCUMSTANCES AND THE BUYER IS HEREBY PUT ON NOTICE THAT THE SUPPLY OF SOFTWARE, WHETHER ARM'S OWN OR THIRD PARTY SOFTWARE IS SUBJECT TO THE BUYER'S ACCEPTANCE OF ARM'S AND/OR ARM'S LICENSOR'S SOFTWARE LICENCE TERMS, WHICH TERMS WILL BE SUPPLIED SEPARATELY.
- 5.3 ARM shall retain all its rights, title and interest in any patents, design rights, rights in confidential information, trademarks, semi-conductor topography rights, copyright and rights in databases, whether registered or unregistered and all rights having similar or equivalent effect that subsist anywhere in the world.
- 6 ARM shall have no liability to the Buyer if ARM's Hardware, technology, software or goods infringe or are alleged to infringe the rights of any third party.
- 7.1 ARM makes the Hardware Warranty to the Buyer solely in respect of the Hardware. Buyer shall follow the ARM development systems return material procedure set out therein when proposing to return any such Hardware.
- 7.2 **EXCEPT AS PROVIDED IN CLAUSE 7.1, ARM GRANTS NO WARRANTIES RELATING TO THE HARDWARE, TECHNOLOGY, SOFTWARE OR GOODS AND ALL CONDITIONS, WARRANTIES OR OTHER STATEMENTS WHATSOEVER, EXPRESS OR IMPLIED, BY STATUTE AT COMMON LAW OR OTHERWISE HOWSOEVER, RELATING TO INTELLECTUAL PROPERTY INFRINGEMENT AND**
DEFECTS, ARE HEREBY EXCLUDED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 7.3 The Buyer acknowledges that the Hardware, technology, software and goods are not intended for consumer use. The Buyer shall read and comply with all labels, warnings and other instructions supplied with the Hardware, technology, software or goods and any industry standard safety procedures and shall ensure that all users do likewise.
- 8.1 TO THE MAXIMUM EXTENT permitted by law and subject to the foregoing, all conditions, warranties and representations, express or implied, are hereby excluded and ARM shall be under no liability to the Buyer for any loss, damage or injury, direct or indirect, resulting from defective workmanship or otherwise howsoever arising and whether or not caused by the negligence of its employees. ARM DOES NOT SEEK TO LIMIT OR EXCLUDE LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ARM'S NEGLIGENCE ANYWHERE IN THESE CONDITIONS.
- 8.2 To the maximum extent permitted by law in no event shall ARM be liable for any incidental, indirect, consequential, or special losses, costs, charges, claims, demands, fees, or expenses of any nature in connection with the Hardware, technology, software, goods or services which are supplied under these Conditions.
- 8.3 ARM shall not be liable to the Buyer:
 - (i) for damage to any Hardware, technology, software or goods caused by any act, neglect or default of the Buyer or of any third party;
 - (ii) for other defects in the Hardware except as provided for in the Hardware Warranty, technology, software or goods; or
 - (iii) for any defects in third party goods.
- 8.4 Without prejudice to any of its rights under these Conditions, ARM may at its option make good any shortage or non-delivery and/or as appropriate provide replacements for damaged or defective goods.
9. If any of the following events should occur:
 - (i) the Buyer commits an act of bankruptcy or compounds or enters into a deed of arrangement with his creditors or if a receiving order is made against him or if (being a company) an order is made or a resolution is passed for the windingup of the Buyer (otherwise than for the purpose of amalgamation or reconstruction); or
 - (ii) a receiver or administrator is appointed of any of the Buyer's assets or undertaking or if circumstance arise which entitle a court or a creditor to appoint a receiver, manager or administrator or which entitle a court to make a winding-up order; or
 - (iii) the Buyer takes or suffers any similar or analogous action in consequences of debt; or
 - (iv) Buyer commits any breach of this or any other agreement between ARM and the Buyer;then ARM may without prejudice to any of its other rights:
 - (a) stop any goods in transit; and/or
 - (b) suspend further deliveries; and/or
 - (c) by notice in writing to the Buyer terminate the contract or the Buyer's rights to any Hardware, technology, software, goods or services purchased under these Conditions.
10. Neither party shall be liable for any failure or delay in its performance under these Conditions due to causes, including, but not limited to, acts of God, acts of civil or military authority, fires, epidemics, floods, earthquakes, riots, wars (whether declared or not), terrorism, sabotage, third party industrial disputes and governments' actions, which are beyond its reasonable control, provided that the delayed party: (i) gives the other party written notice of the cause promptly, and in any event within fourteen (14) days of its discovery; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Clause 10 shall be extended for a period equal to the duration of the cause.
- 11 All contracts incorporating these terms and conditions shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.
- 12 Hardware, technology, software and goods delivered by ARM may be subject to US export controls or the trade laws of other countries. The Buyer will comply with all such laws and obtain all licenses to export, re-export or import as may be required after delivery. The Buyer will not export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws. The Buyer will not use or provide Hardware, technology, software or goods for nuclear, missile, or chemical biological weaponry end uses.