



Bluefin Robotics Corporation
237 Putnam Avenue
Cambridge, MA 02139
<http://www.bluefinrobotics.com>

*Quotation
Terms and Conditions*

Quotation Issued To:

Hans Thomas
Monterey Bay Aquarium Research Institute
7700 Sandholdt Road
Moss Landing, CA 95039

Quotation for Bluefin-21 Spares

Quotation #BF-52352

Item	Description	Price
1	BURNWIRES: Twelve (12) Burnwires for Bluefin-21 vehicle	\$1,567
Total	Bluefin-21 Spares	\$1,567
	Shipping (Estimated)	\$25
		\$1,592

Terms, Conditions and Warranties

- Pricing does not include taxes or import duties if applicable.
- Pricing and payment terms are dependent upon credit check.
- Delivery is dependent on customer but will be no later than six (6) weeks after order acceptance unless otherwise specified.
- See below for additional terms, conditions and warranties.

Payment Terms

- Net 30 upon shipment, purchase order necessary to process order.



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Melanie Moore
Defense Intelligence Agency

All standard products sold by Bluefin Robotics (hereinafter called "BLUEFIN") carry a limited warranty, subject to the terms and conditions hereby set forth. The product is warranted for one year to be free of defects in material and workmanship. BLUEFIN's obligation under all warranties is limited in accordance with the periods of time and all other conditions stated in all provisions of the warranty, including the periods and conditions provided in the special warranty statements applicable to Special Products, Custom Products and Accessories.

WARRANTY PERIOD

The applicable warranty period shall begin upon receipt of delivery by customer or completion of the training program (if offered), whichever comes first. The warranty for accessories shall commence upon shipment from BLUEFIN. Short shipment of individual items does not delay commencement of the warranty period. Upon beginning of the applicable BLUEFIN warranty period, all customer remedies shall be governed by the provisions stated in the warranty. In no event shall such warranty period extend more than twelve (12) months from the date of shipment of the Product.

WARRANTY COVERAGE

The warranty coverage is subject to all the following limitation:

1. This warranty applies only to defects in material and workmanship in covered Products and is not to be interpreted as providing full service coverage for such items as routine maintenance, adjustments, or recalibration as defined by the instruction manual.
2. This warranty covers only parts and labor furnished by BLUEFIN. This warranty does not cover products or services provided by an outside manufacturer, which may be repaired or replaced according to the original manufacturer's warranty terms, if any. BLUEFIN accepts no responsibility for failure of the original manufacturer to perform under its own warranty obligations.
3. The following are expressly not covered under warranty:
 - a) Any loss, damage, and/or technology malfunction relating in any way to:
 - Shipping or storage;
 - Accident, abuse, alteration, misuse, or neglect;
 - Breakage or abuse of parts;
 - Operation other than in accordance with correct operating procedures;
 - Tampering with the system (e.g., modification or tampering with one part of the technology can, in some cases, affect another part of the technology)
 - Lack of routine care and maintenance as indicated in the instruction manual.

- Inadequate utility service, failure of electrical or other energy supplies, incorrect physical environment, or other inadequate facilities or utilities as indicated in the instruction manuals and/or pre-installation instructions;
- b). Products items, parts, accessories, subassemblies, or components which are expendable in normal use or operation of the instrument, or those of limited life, such as battery oils, unless specifically covered by an express warranty extended to the customer by BLUEFIN in writing.
- 4. All charging of BLUEFIN batteries under warranty shall be done with a charger supplied by BLUEFIN using the BLUEFIN battery charging software.
- 5. The sole and exclusive remedy under this warranty shall be repair of technology malfunctions which in the sole opinion of BLUEFIN are due or traceable to defects in original materials or workmanship, or at BLUEFIN option, replacement of defective parts.
- 6. In-warranty repaired or replacement parts or products are covered by warranty only for the remaining unexpired portion of the original warranty period applicable to the repaired or replaced parts or products. Repair or replacement of products or parts under warranty does not extend the original warranty period.
- 7. After expiration of the applicable warranty period, BLUEFIN will provide service for which the customer shall be charged at BLUEFIN then current prices for parts, labor, and transportation.

WARRANTY REPLACEMENT & ADJUSTMENT

All claims under warranty must be made promptly after occurrence of circumstances giving rise thereto and must be received within the applicable warranty period by BLUEFIN or its authorized representatives. Such claims should include the product type and serial numbers, and a full description of the circumstances giving rise to the claim. Specifically, BLUEFIN is to be kept informed of the status of the batteries and the purchaser undertakes to log the data of each charge and discharge cycle using BLUEFIN's software. The purchaser undertakes to send this data to BLUEFIN on a quarterly basis and in fifteen days whenever there appears to be a deficiency. BLUEFIN reserves the right in its sole discretion to determine whether repair under valid warranty claims shall be made by (a) sending a field service engineer to the site, (b) having the customer send the defective part, assembly, or instrument to a service shop or facility as authorized by BLUEFIN, or (c) authorizing the customer to return the same to BLUEFIN. Before any products, parts, or assemblies are sent to a service shop or facility or are returned to BLUEFIN for repair and/or adjustment, authorization from BLUEFIN or its authorized representative for the return and instructions as to how



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and where the same should be shipped must be obtained. Any product, part, or assembly sent to an authorized service shop or facility or returned to BLUEFIN for examination shall be sent prepaid via the means of transportation indicated as acceptable by BLUEFIN with all transportation at the expense of the customer. BLUEFIN reserves the right to reject any warranty claim not promptly reported and any warranty claim on any item that has been altered or has been shipped by non-acceptable means of transportation. When any product, part, or assembly is sent to a service shop or facility or is returned to BLUEFIN for examination and inspection or for any other reason, the customer shall be responsible for all damage resulting from improper packing or handling, and for loss in transit, notwithstanding any defect or nonconformity in the product part, or assembly. In all cases, BLUEFIN has sole responsibility for determining the cause and nature of failure, and BLUEFIN determination with regard thereto shall be final.

LIMITATION OF LIABILITY

Reasonable care must be used to avoid hazards. BLUEFIN expressly disclaims responsibility for loss or damage caused by use of its products other than in accordance with proper operating procedures. IN NO EVENT SHALL BLUEFIN BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR RESULTING LOSS OR DAMAGE OF ANY KIND, HOWEVER CAUSED. BLUEFIN LIABILITY FOR DAMAGES SHALL NOT EXCEED THE PAYMENT, IF ANY RECEIVED BY BLUEFIN FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH IS THE SUBJECT OF CLAIM OR DISPUTE. All obligations of BLUEFIN under this warranty shall cease in the event its products or parts have been subject to accident, abuse, alteration, misuse or neglect, or which have not been operated and maintained in

accordance with proper operating procedures. All products and services provided within the scope of their warranty must be provided through or with the knowledge and approval of BLUEFIN. BLUEFIN makes no warranty concerning services or components supplied through unapproved sources. What constitutes an approved source shall be determined by BLUEFIN. THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF BLUEFIN, UNLESS SUCH OTHER WARRANTIES OBLIGATIONS, OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING. Statements made by any person, including representatives of BLUEFIN, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon BLUEFIN unless reduced to writing and approved by an officer of BLUEFIN. This warranty shall be construed under and governed by the law of the State of Massachusetts. No action, regardless of form, arising out of, or in any way connected with, the products or services furnished or to be furnished by BLUEFIN, may be brought by the customer more than one (1) year after the cause of action has accrued.

ACCESSORIES

In lieu of the one (1) year period applicable to BLUEFIN standard products, accessories manufactured by BLUEFIN are warranted to be free of defects in material and workmanship for a period of ninety (90) days from the date of shipment, or if BLUEFIN specifically agrees in writing to provide installation, ninety (90) days from the date of installation. All such accessory warranties are limited in accordance with all the terms, condition, and other provisions stated in this warranty.



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A. GENERAL CONDITIONS

1. All quotations, shipments and services given and made by BLUEFIN are governed solely by the conditions and terms set forth in the quotation.
2. No additions to or modifications of any of the provisions upon the face or reverse of this form shall be binding upon BLUEFIN unless made in writing and signed by a duly authorized representative.
3. In absence of written acceptance of these terms and conditions, an acceptance of any goods or services, shipped or provided by BLUEFIN based on a purchase order received from purchaser, shall constitute an acceptance of these terms and conditions. The terms and conditions herein shall prevail as against the terms and conditions of any purchase order.
4. The rights and obligations of the parties shall be governed in all respects by the laws of the State of Massachusetts and the party shall submit themselves to the jurisdiction of said State.
5. BLUEFIN shall retain copyright, trademark, patent and proprietary rights in all drawings, technical information, and know-how. Purchaser agrees not to disclose to third parties any information gained from BLUEFIN without BLUEFIN prior written consent. In the event Purchaser breaches any of the conditions set forth herein, in addition to any other remedy BLUEFIN may have, it may discontinue all service to purchaser and all guarantees and warranties shall be terminated without notice.
6. Documentation such as Software Listings, detailed Drawings and other documentation normally not distributed may only be provided by BLUEFIN on the condition that the receiver of such documentation signs a Confidentiality Agreement.
7. Clerical errors and mistakes of fact are subject to correction by BLUEFIN at any time.

B. PRICE AND QUOTATION

1. All quotations are firm for a period of 60 days from the date hereof, unless specified in writing.
2. All prices are FOB shipping point unless otherwise stated. Responsibility passes to purchaser upon delivery to Transportation Company and risk of damage or loss following such delivery shall be purchasers.
3. Price quoted does not include City, State or Federal Sales or similar taxes. Purchaser shall report and pay all such taxes and hold BLUEFIN harmless therefrom.

C. ORDERS AND ORDER SPECIFICATIONS

1. Purchase orders are subject to acceptance by BLUEFIN.

2. In a case where a new development is included in an order, or the execution of any order depends upon successful completion of new development, BLUEFIN reserves the right to cancel such order, without incurring any obligation to purchaser if such development cannot be completed successfully in BLUEFIN's discretion. If the order is for the development of a single unit, the foregoing shall apply and BLUEFIN reserves the right to cancel that part of the order which covers only the unit for which successful development appears to be necessary.

D. DELIVERY AND SHIPMENT

1. Delivery time is computed from the date of acknowledgment of written order.
2. BLUEFIN shall not be liable for delivery delayed due to circumstances beyond its control, including, but not limited to, fire, flood, war labor disputes, accidents or delay of carriers, subcontractors or suppliers.
3. Change of an order on request of purchaser after original order was accepted by BLUEFIN shall be subject to reacceptance. The originally quoted delivery time may no longer be applicable. Should BLUEFIN decline acceptance of change order the original order remains binding.
4. Cancellation of an order due to reasonable delay of delivery is excluded. Any rights of purchaser for claims or compensation for damage or loss of any kind whatsoever due to delay of delivery are excluded.
5. An order covering several independent functional units may be delivered and invoiced in part as per functional unit and payment thereof shall be due for such unit upon presentation of invoice.

E. TERMS AND PAYMENT

1. Invoices are due without deduction upon presentation. Orders shipped and invoiced in separate parts shall be due upon receipt of such parts. Failure to make payment when due on any one part shall relieve BLUEFIN of delivery of any remaining parts.
2. If Bank Guarantee or Bid Bond is requested the purchase set forth herein shall be increased by the cost of such guarantee or bond.
3. Upon delivery or demonstration of specifications of the system BLUEFIN Bank Guarantee and/or Bid Bond are to be returned by purchasers.

F. TITLE

1. Title does not transfer to the Purchaser until final payment is received in full by BLUEFIN.