

Date: 27-Jul-2017

Quotation No: R17-092

# Quotation

## DW-106 Parts

**Prepared For:****Company:** Monterey Bay Aquarium Research Institute**Address:****Attn:** Hans Thomas**Tel:****Fax:****E-mail:**

| QTY.                | PART NUMBER | DESCRIPTION                                       | PRICE    | UNIT | TOTAL           |
|---------------------|-------------|---------------------------------------------------|----------|------|-----------------|
| 2                   | 0009973     | DUCER SUB BOTTOM 01-06 KHZ KT-106 D               | \$14,000 | Ea.  | \$28,000        |
| 2                   | 0012233     | HYDROPHONE HA3/4M SHIELDED 10" PIGTAIL 6000M STBD | \$4,600  | Ea.  | \$9,200         |
| 2                   | 0012234     | HYDROPHONE HA3/4M SHIELDED 10" PIGTAIL 6000M PORT | \$4,600  | Ea.  | \$9,200         |
| QUOTATION TOTAL USD |             |                                                   |          |      | <b>\$46,400</b> |

**Terms & conditions:** EdgeTech's Standard Terms & Conditions apply to all sales (see attached details).**Estimated shipping date:** 2-4 Weeks ARO**Payment terms:** NET 30**Shipping terms:** EXW (Ex-works) West Wareham, MA, USA. Freight to be pre-paid and added to invoice**Validity:** 60 Days**International Orders:** All products shipped from the U.S. are subject to the export control regulations of the U.S. government. Accordingly, we as the manufacturer of this product must be contacted if this product is to be resold or re-exported to another organization or individual other than the party identified on the sales order.For EdgeTech: Adam Lipper  
Customer Service Engineer

Telephone: +1 508-356-9740

Email: [adam.lipper@edgetech.com](mailto:adam.lipper@edgetech.com)

GENERAL TERMS & CONDITIONS OF SALE OF GOODS

1. DEFINITIONS:

- A. "EdgeTech" means a division of EdgeOne LLC a Company organized and existing under the laws of Massachusetts having a usual place of business at West Wareham and Marlborough, MA and Boca Raton, FL.
- B. "BUYER" means the person, persons or business organization entering into an agreement with EdgeTech for the purchase of GOODS manufactured by EdgeTech.
- C. "AGREEMENT" means the prices quoted for GOODS purchased, the performance specifications for such goods, BUYER's offer or order of purchase and the General Terms and Conditions for Sale of Goods of
- D. "TERMS" means the General Terms and Conditions for the Sale of Goods as provided herein.
- E. "GOODS" means the products sold by EdgeTech.

2. SCOPE OF AGREEMENT:

- A. Except as otherwise expressly stated by EdgeTech, the TERMS apply to all sales of GOODS by EdgeTech. These TERMS supersede and replace any terms and conditions attached to or incorporated in Buyer's offer to purchase or purchase order and such terms and conditions of BUYER are hereby specifically objected to. EdgeTech's OFFER TO SELL, PROMISE OF PERFORMANCE AND PERFORMANCE ARE CONDITIONAL UPON BUYER'S ACCEPTANCE OF THE OFFER EXPRESSLY LIMITED TO THESE TERMS IN THEIR ENTIRETY. EdgeTech's ACCEPTANCE OF ANY OFFER OR ORDER FROM ANY BUYER IS EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO THESE TERMS AND BUYER TAKING DELIVERY OF ALL OR ANY PART OF THE GOODS IS SUFFICIENT EVIDENCE OF SUCH ASSENT. No waiver, alternation or modification of any of the provisions hereof shall be binding unless in writing and signed by a duly authorized
- B. In the event of a conflict between these TERMS and any provision on the face of a quotation of price or to which the TERMS are annexed and made a part of, or incorporated in, the provisions on the face of such

3. ACCEPTANCE OF ORDERS:

- A. No AGREEMENT shall be binding upon EdgeTech until it is accepted by a duly authorized representative of EdgeTech.
- B. In the event of a conflict between these TERMS and any provision on the face of a quotation of price or to which the TERMS are annexed and made a part of, or incorporated in, the provisions on the face of such
- C. If the acknowledgment section of BUYER's purchase order or acknowledgement contains terms and conditions of purchase, whether or not conflicting with these TERMS, such provisions shall have no force or effect. These TERMS supersede and replace any terms and conditions attached to or incorporated in BUYER'S offer to purchase, or purchase order, or acknowledgement; and such terms and conditions of BUYER are hereby

4. PRICES:

Prices quoted by EdgeTech are firm and open for acceptance for a period of 60 days from the date of the quotation or for such other period of time as may be specified in the quotation, and thereafter are subject to change without notice or liability.

5. TERMS OF PAYMENT:

- A. Unless other terms of payment have been agreed to in writing, payment shall be made net thirty (30) days from the date of the invoice.
- B. Failure to make any payment in the manner prescribed in Section 5.1 above shall constitute a material breach of this AGREEMENT. At a minimum BUYER will be liable for late payment penalties at the rate of 1.5% per month (or the maximum amount allowed by law) calculated on the outstanding balance.

## Term & Conditions

C. If, in the judgment of EdgeTech, the financial condition of BUYER at any time does not justify continuation of production or shipment on the terms of payment originally specified, EdgeTech may require full or partial payment in advance: and, in the event of the bankruptcy or insolvency of BUYER, or in the event any proceeding is brought by or against BUYER under the bankruptcy or insolvency laws, or in the event of cancellation by BUYER, EdgeTech shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges which include but are limited to all costs, direct and indirect, for labor, materials, tools, overhead and profit to which EdgeTech would be entitled had the contract not been canceled by BUYER.

D. Each shipment shall be considered a separate and independent transaction, and payment therefore shall be made accordingly. If shipments are delayed at the request of BUYER, payments shall become due on the date when EdgeTech is prepared to make shipment. GOODS held for BUYER shall be at the risk and expense of the BUYER. BUYER grants EdgeTech a purchase money security interest in all GOODS sold under this AGREEMENT until such time as the purchase price is paid.

### 6. TITLE AND DELIVERY:

A. Shipping dates are approximate only and subject to change. Unless otherwise specified in this AGREEMENT, delivery shall be EXW- (EdgeTech's facility, Marlborough or West Wareham, Massachusetts or Boca Raton, Florida) and EdgeTech shall select the method of shipment and carrier unless BUYER shall have specified in writing a method of shipment and carrier ten (10) days prior to shipment.

B. If EdgeTech agrees to ship for BUYER and BUYER desires insurance or valuation greater than the minimum on the shipment, BUYER shall so notify EdgeTech in writing ten (10) days prior to the scheduled shipment and the same shall be an additional cost to BUYER and BUYER shall have the responsibility of filing notices of claims and claims with the carrier. If no such notice is received, shipment shall be made without insurance at the

C. Unless otherwise agreed in writing, delivery by EdgeTech of the GOODS in good condition on board a common carrier shall constitute deliver to BUYER and title to the GOODS and risks of loss resulting from misdelivery, breakage or other damage shall thereupon pass to BUYER.

D. Unless otherwise specified in this AGREEMENT, packing of shipments shall be in accordance with EdgeTech's normal practice. If BUYER requires special packing procedures, quoted prices shall be subject to a proportionate adjustment.

### 7. LIMITED WARRANTY AND LIMITED LIABILITY FOR BREACH OF WARRANTY:

A. On standard catalogue products, EdgeTech warrants the products delivered under this contract to be free from defects in material and workmanship at the time of delivery to the EXW point specified in this order, its liability under this warranty being limited to repairing or replacing, at EdgeTech's option, items which are returned to it prepaid within twelve (12) months from delivery to the BUYER and found to EdgeTech's satisfaction, to have

B. On services, EdgeTech warrants that all work performed by its employees will be done in a workmanlike manner, EdgeTech's liability under this warranty is limited to remedying at its expense any work found to EdgeTech's satisfaction not so performed, provided however, EdgeTech is notified of any claims within three (3) months from the date work is performed.

C. Any products manufactured by others and resold by EdgeTech shall bear the warranty of the original manufacturer, to the extent that such warranties may be legally transferred, assigned and passed on to BUYER.

D. EdgeTech assumes no responsibility for the performance of products manufactured to BUYER's design or specification, nor for defects in raw material, parts, or subassemblies furnished by BUYER or his agents.

E. This warranty is in lieu of, and excludes any other warranties, whether statutory, expressed or implied, and the goods are accepted by BUYER with that understanding.

F. EdgeTech MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND SPECIFICALLY, EDGETECH MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## Term & Conditions

G. EdgeTech's liability on any claim of any kind, including negligence, for loss or damages arising out of, connected with or resulting from this AGREEMENT, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any GOODS or services covered by or furnished under this AGREEMENT shall in no case exceed the price allocable to the item or service or part thereof which gives rise to the claim. In the event EdgeTech fails to manufacture or deliver GOODS required to be manufactured or delivered hereunder, or manufactures such GOODS in a defective manner, EdgeTech's exclusive liability and BUYER's exclusive remedy whether at law or in equity shall be the release of BUYER from the obligation to pay H. Any product or service repaired or replaced under this warranty shall be warranted for the unexpired portion of the original warranty period only.

I. IN NO EVENT SHALL EdgeTech BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL

### 8. TAXES:

Unless otherwise specified, prices quoted are, exclusive of sales, use, excise or "Value added" taxes or any other applicable state or federal government taxes, duties or levies due in the United States of America. Where prices are quoted based on prevailing tax rates at date of quotation, prices are subject to such change as may be necessary to give effect to any change in rates as may become effective prior to shipment of the GOODS.

### 9. PATENTS:

A. If the GOODS which are the subject hereof are to be produced according to BUYER's specifications, BUYER agrees to indemnify EdgeTech against, and hold EdgeTech harmless from all judgments, decrees, costs and expenses, including reasonable attorney's fees, resulting from any alleged infringements of any United States or Foreign letters patent.

B. If this order calls for delivery of EdgeTech's standard products without modification, EdgeTech agrees (I) to assume the defense of any suit brought against BUYER for infringement of United States Letters Patent arising solely from use and/or sale of said standard products; (II) to defray the expense of such defense; and (III) to indemnify BUYER against any money damages and/or costs awarded in such suit; provided; (1) that EdgeTech be given exclusive control of the defense of such suit and all negotiations relative to the settlement thereof and (2) that BUYER promptly inform EdgeTech in writing of any claim with respect to which EdgeTech assumes responsibility hereunder. The foregoing states the entire liability of EdgeTech for patent infringement.

### 10. SEVERABILITY OF ILLEGAL PROVISION:

If any, all, or part of one or more of the terms and conditions of this order should be declared invalid by any court of law, such part or such term or terms shall be considered deleted from this order and the balance shall remain unaffected and in full force and effect.

### 11. FORCE MAJEURE:

EdgeTech shall not be liable for any claims or damages arising out of or in connection with EdgeTech's delay in providing, or failure to provide, the goods which are the subject of this AGREEMENT insofar as such delays or failures are occasioned by acts or omissions of BUYER, acts of God, or public enemy, acts of civil or military authority, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, inability to obtain necessary labor, materials or facilities, unusually severe weather or any other cause beyond the control of EdgeTech.

### 12. APPLICABLE LAW:

The validity of this AGREEMENT, as well as its interpretation, operation and effect, shall be determined exclusively by the principles of law of the Commonwealth of Massachusetts.

### 13. PRIOR UNDERSTANDING AND AMENDMENTS:

All offers, counter-offers, understandings and agreements heretofore made between the parties hereto relating to the subject matter hereof, including without limitation terms and conditions attached to or incorporated in BUYER's purchase order, are superseded by and merged into this AGREEMENT, which alone fully and completely expresses the intentions and obligations of the parties. This AGREEMENT may not be amended, altered or modified except in writing signed by the parties hereto.

14. ASSIGNABILITY:

This AGREEMENT shall be binding upon and insure to the benefit to the parties hereto and their respective successors and permitted assigns. Neither party shall assign or in any manner transfer its interest or any part thereof in this AGREEMENT to a third party without the prior written consent of the other party.

15. GOVERNMENT AGENCIES AS END-USERS:

EdgeTech will comply with all provisions that are mandatorily imposed upon the BUYER by any applicable federal statute with respect to purchases of GOODS sold EdgeTech, which GOODS are intended to be used, consumed or acquired by any agency of the government of the United States.

16. INTERNATIONAL ORDERS

All GOODS shipped from the U.S. are subject to the Export Control Regulations of the U.S. Government. Accordingly, EdgeTech as the manufacturer of these GOODS must be contacted if the GOODS are resold or re-exported to another organization or individual other than the BUYER.

17. SOFTWARE LICENSE

A. The GOODS contain software that is owned by EdgeTech and other third party providers ("EdgeTech et al"). This software is licensed to you solely for use as described herein, and EdgeTech et al retains all ownership interests, copyrights, trade secrets, patents and other intellectual property rights in the software, including all images, text, audio and visual contained therein. U.S. and international copyright laws protect such ownership and related interests, and U.S. Federal law provides severe civil and criminal penalties for the unauthorized reproduction, distribution and exhibition of copyrighted materials. Copyright infringement is investigated by the FBI and may constitute a felony.

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C. Except with respect to embedded software, you are responsible for installation, management and operation of the software. Further, You agree to comply with all applicable laws and regulations of appropriate governmental bodies in the performance of this Agreement and use of the software, including regulations related to the exportation of technical data, technology or products from the USA.

D. During the warranty period, EdgeTech shall provide at no charge (i) by means of telephone, fax or email, technical support for the correction of errors, malfunctions and defects in the software, and (ii) any upgrades and releases related to the software that EdgeTech circulates to users of the software in general. Any such upgrades shall be deemed software under this License.