

QUOTATION

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TO: Monterey Bay Aquarium

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ATTN: Hans Tomas

DATE: January 3, 2006

FROM: Jeanette Holtz

EMAIL: htomas@mbari.org

SUBJECT: Quotation

CC: John Dulis

We are pleased to provide the following quotation for your consideration.

Description: Variseal W, W10-MH-R-206-W-T24

<u>PART NO.</u>	<u>QTY</u>	<u>PRICE</u>
W10-MH-R-206-W-T24	7 min	24.42 ea
W10-MH-R-206-W-T24	10	18.78 ea
W10-MH-R-206-W-T24	25	14.43 ea
W10-MH-R-206-W-T24	50	12.02 ea
W10-MH-R-206-W-T24	100	10.59 ea

Delivery Details: 4 – 5 weeks ARO

Description: Variseal H, H10-HE-R-208-W-Z80

<u>PART NO.</u>	<u>QTY</u>	<u>PRICE</u>
H10-HE-R-208-W-Z80	7 min	23.66 ea
H10-HE-R-208-W-Z80	10	18.72 ea
H10-HE-R-208-W-Z80	25	13.19 ea
H10-HE-R-208-W-Z80	50	10.61 ea
H10-HE-R-208-W-Z80	100	8.81 ea

Delivery Details: 3 – 4 weeks ARO

Kind regards,

Jeanette Holtz

THIS QUOTATION FROM BUSAK+SHAMBAN WEST IS MADE UPON THE FOLLOWING TERMS AND CONDITIONS:

THIS QUOTATION SHALL REMAIN IN EFFECT FOR A PERIOD OF THIRTY DAYS FROM THE DATE UNLESS OTHERWISE SPECIFIED. THE COMPANY RESERVES THE RIGHT TO MODIFY THE QUOTE PRIOR TO THE COMPANY RECEIPT OF ANY WRITTEN ACCEPTANCE.

THE PRICE QUOTED IS F.O.B. FROM POINT INDICATED, AND DOES NOT INCLUDE APPLICABLE DELIVERY CHARGES OR TAXES BY ANY APPROPRIATE GOVERNMENTAL AGENCY.

CONDITIONS OF SALE:

“DEFECTIVE GOODS” BUSAK+SHAMBAN WEST EXPRESSLY DENIES ANY LIABILITY FOR DIRECT OR INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM DEFECTIVE GOODS, EXCEPT FOR REPAIR OR REPLACEMENT OF DEFECTIVE GOODS, IN ACCORDANCE WITH CLAIMS PROCEDURES. THE COMPANY WILL REPLACE WITHOUT CHARGE ANY GOODS WHICH PROVE DEFECTIVE (MATERIAL/WORKMANSHIP) WITHIN THIRTY DAYS OF DELIVERY. MERCHANDISE CANNOT BE RETURNED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM BUSAK+SHAMBAN WEST.

ALL ORDERS WILL BE SHIPPED WITHIN STANDARD TOLERANCES OF +/- 10%

THE COMPANY MUST RECEIVE WRITTEN NOTIFICATION OF CLAIMS OR DAMAGES OR SHORTAGES WITHIN 30 DAYS OF RECEIPT OF GOODS. FAILURE TO NOTIFY COMPANY WITHIN SAID PERIOD SHALL BE DEEMED A WAIVER OF SAID CLAIMS.

ALL RETURNS SUBJECT TO 25% MIN. HANDLING CHARGE IF UNUSED, IN GOOD CONDITION AND IN ORIGINAL CONTAINER SUBJECT TO BUSAK+SHAMBAN WEST RECEIVING INSPECTION.

REMAINING INVENTORY PURCHASED FOR THE SOLE USE OF THE CUSTOMER IS SUBJECT TO A CHANGE EQUAL TO THE FULL SALES VALUE OF THE PARTS IN QUESTION.

ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED FROM THIS SALE. ALL PRODUCTS SOLD PURSUANT TO THIS CONTRACT SOLD (AS IS).

CUSTOMER IS LIABLE FOR THE FULL VALUE OF THIS ORDER. ANY CANCELLATIONS OF ITEMS SOLD UNDER THIS ORDER WILL RESULT IN A 25% RESTOCKING CHARGE. ANY RESCHEDULES OR AMENDMENTS MAY RESULT IN A PRICE ADJUSTMENT. PRICES ARE SUBJECT TO CHANGE WITH 30 DAYS WRITTEN NOTICE, UNLESS EXPRESSLY NOTED OTHERWISE ON THE FACE OF THE QUOTATION.

THE COMPANY SUGGESTS BUYERS MAKE THEIR OWN TESTS TO DETERMINE PRODUCT SUITABILITY FOR PARTICULAR PERFORMANCE CONDITIONS. THE COMPANY DOES NOT ACCEPT ANY CLAIMS FOR DAMAGE CAUSED BY APPLICATION OF PRODUCTS.

IN THE EVENT OF A DISPUTE OR AN ACTION HEREUNDER, THE PARTIES AGREE THAT LA, CA. SHALL BE THE PROPER VENUE AND THE COURTS THEREIN SHALL HAVE SOLE JURISDICTION AND THAT CALIFORNIA LAW SHALL APPLY.