



2401 Stanwell Drive Concord, CA 94520-4841 (800) 542-3355 FAX: (925) 687-3333

QUOTATION

(Quotation firm for 30 days)

Quote Number: 070312JH

Date: July 3, 2012

To: Monterey Bay Aquarium Research Institute
Attn: Duane Thompson
7700 Sandholdt Road
Moss Landing, CA 95039
831-775-2003
drthom@mbari.org

Cc: Mark Gagner (Gagner-Toomey Associates), Mike McNally (Calex Mfg.)

In response to your request, we are pleased to quote on the following equipment in accordance with the terms and conditions on the following page.

Item	Quantity	Description	Unit Price	Shipping Schedule
1	25	24S24.1250MH	\$55.46 EA	4-8 Weeks ARO

Conditions: Orders for custom part numbers are NC/NR.

Blanket orders to be taken over 12 month period.

Terms: Domestic: 1% 10 Days, Net 30 Days.

FOB Point: Concord, CA

Shipment Suggested VIA: UPS

Shipment Schedule: Period Quoted is from Date of Order

Minimum Order Quantity: 25 pieces per Purchase Order

CALEX Mfg. Co. Inc.
2401 Stanwell Drive
Concord, CA 94520-4841
925-687-4411 Ext 117

By: Jillda Hahn

Title: Sales Coordinator

Standard Terms and Conditions of Sale

1. **Order Acceptance:** A binding agreement, based upon the attached quotation, shall only come into existence after written acceptance by the Seller of a Purchase Order to be submitted to Seller by Purchaser based upon this quotation.
2. **Sales Terms Agreement:**
 - A. All sales are final.
 - B. All sales are FOB CALEX Mfg. Co. Inc., Concord, CA
 - C. At CALEX's sole discretion, purchase order cancellation request or a goods return request may be considered provided:
 1. the customer's account is current;
 2. CALEX's cancellation or goods return terms are accepted in writing;
 3. Any such cancellation or return will be subject to a charge.
3. **Quote Validity:** Unless modified by written agreement; domestic - 30 Days from date of quotation, export - 60 days from date of quotation. Prices quoted are good only for goods to be delivered within a twelve (12) month period. Prices for goods to be delivered beyond a twelve (12) month period are subject to escalation.
4. **Price Quoted:** For items described only. Any deviation or additional material will require an separate quotation.
5. **Payment Terms Agreement:**
 - A. *Domestic Sales:*
 1. 1% 10 days from the date of the invoice;
 2. Net 30 days from the date of invoice;
 3. 0.05% interest and handling charge per day on all overdue payments.
 - B. *Export Sales*
 1. Net 30 days from the date of the invoice;
 2. 0.05% interest and handling charge per day on all overdue payments.
6. **Fair Labor Practices:** We certify that these goods will be produced in compliance with all applicable requirements of Sections 6,7 and 12 of the Fair Labor Standard Act, as amended, and of the regulations and orders of the United States Department of Labor issued under Section 14 thereof.
7. **Delivery:** Unless otherwise specified, period quoted is for shipment and is from receipt of order. The Seller shall not be liable for delays in delivery or failure to manufacture or deliver:
 - A. Due to causes beyond its reasonable control, or
 - B. Due to acts of God, acts of the Purchaser, act of civil or military authority priorities, fires, strike, floods, epidemics, war, riot, delays in transportation or car shortages, or
 - C. Inability due to causes beyond its reasonable control to obtain necessary labor, material component or manufacturing facilities. In the event of any such delay, the delivery shall be extended for a period equal to the time lost by reason of the delay.
8. **Shipment:** Title to all purchased material and risk of loss therefore is passed from Seller to Purchaser at the time of shipment from Seller's facility. Seller reserves the right to make partial shipments and invoice therefore unless specifically requested not to do so.
9. **Taxes:** The Purchaser shall add to the price and pay the amount of any and all present and future taxes or other government charges upon the production, shipment, installation, or sale of the equipment covered hereby, including use or occupation taxes, or in lieu thereof, the Purchaser will furnish the Seller with Tax exemption certificate acceptable to the taxing authorities.
10. **Stenographic and Clerical Errors:** Subject to Correction.
11. **Proprietary Material:** Purchaser, by accepting the proposal, agrees not to disclose to any third party any proprietary information or other matter produced in the performance of this contract, without prior written authorization of Seller.
12. **Rights and Data:** Seller shall retain all of its rights and title to and interest in all information, data, designs, etc., furnished to Purchaser for the purpose of assisting Purchaser under the terms of this contract. No design information with regard to this contract may be reproduced or published by Purchaser without prior written permission of Seller and then only for the purpose of assisting in test, evaluation and authorization of the material.
13. **CALEX Mfg. Co. Inc. Limited Warranty Agreement:** CALEX Mfg. Co. Inc. (CALEX) warrants all products listed below to be free from defect in materials and factory workmanship, and agrees to repair or replace any unit that fails to perform to data sheet specification within the warranty periods specified in accordance below:
 - *CALEX DC/DC Converters & Accessories:* 5 Year period from the date of invoice.
 - *CALEX Modular AC/DC Power Supplies and Accessories:* 5 Year period from the date of invoice.
 - *CALEX Instrumentation Modules & Accessories:* 5 Year period from the date of invoice.This warranty shall not apply to any unit that has been subject to misuse, negligence or accident. CALEX's sole liabilities and buyer's sole remedies, under this agreement shall be limited to repair or replacement or at CALEX's sole discretion, refund of purchase price in lieu of replacement. CALEX shall in no way be liable for damages consequential or incidental to defects in any of the above mentioned products, or failure of delivery in whole or part, for injuries resulting from its use, or for any other cause. This limited warranty and the writing attached constitute the full understanding of CALEX and the buyer, and no terms, condition, understand or agreement purporting to modify or vary the terms hereof shall be binding unless made in writing and signed by two corporate officers of CALEX Mfg. Co. Inc.
14. **Warranty Claim Procedure Agreement:**
 - A. The customer is to obtain a Return Material Authorization Number (RMA #) from the CALEX Order Desk by submitting a list identifying each unit by citing its Production Lot Number (four/five digit number on the bottom of the unit);
 - B. The unit(s) must be properly packed and delivered, at customer's expense and risk, to CALEX Mfg. Co. Inc. 2401 Stanwell Dr. Concord, CA 94520-4841. Shipments without an RMA number clearly marked on the container may not be accepted;
 - C. Units that fail to meet CALEX's specifications, and are within specified warranty period, due to defect in materials and/or factory workmanship will be replaced or repaired and shipped to the customer at NO CHARGE, or at CALEX's sole discretion, in lieu of replacement, the full purchase price may be refunded.