

Customer: MONTEREY BAY AQUARIUM RESEARCH
Attn: DUANE THOMPSON
Address: MBARI ACCOUNTS PAYABLE
City, State, Zip: MOSS LANDING, CA 95039 USA
Phone: 831-775-2003 **Fax:** 831-775-1620
E-Mail: drthom@mbari.org

We appreciate your
inquiry and are pleased
to offer this Proposal

DATE	YOUR REQUEST NUMBER	F.O.B	TERMS
02/05/2009		SHIP POINT	NET 30 W.A.C.

ITEM	POSITRONIC PART NUMBER	CUSTOMER PART NUMBER	QTY	UNIT PRICE	EST. SHIP DATE A.R.O.
1	FC120N2 Comments/Other: 100 min	Note corrected part number	200	\$0.6260	1 Week ARO
2	FC112N2 Comments/Other: 100 min		100	\$0.6420	1 Weeks ARO
3	9099-4-0-0 Comments/Other:		2	\$40.1100	1 Weeks ARO
4	9081-2-0-0 Comments/Other:		2	\$40.1100	1 Weeks ARO
5	4311-0 Comments/Other:		4	\$34.6100	1 Week ARO
6	MS4012D Comments/Other:		50	\$0.9000	1 Weeks ARO
7	FS4012D Comments/Other:		50	\$1.5300	1 Week ARO

Notes:

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Connector Excellence

An ISO 9001:2000 and AS9100 Certified Company

Arnold Technical Sales Phone (408)245-0400 sales@arnoldtech.com	District Manager	Territory No. 2	Robert Maxwell Extension 2246 rmaxwell@connectpositronic.com	Senior Sales Administrator
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WARRANTY INFORMATION

Orders are shipped as transactions between merchants under the provisions of the Missouri Uniform Commercial Code with the modifications set out below:

- There are no warranties as to the goods which extend beyond the description of the face thereof.
- The warranty of merchantability applies only in the case of goods manufactured by us to the requirements of a specifically identified military or industry specification and is limited to a warranty of conformance to the performance requirements thereof.

The provisions of this paragraph may only be modified by writing specifically stating the modification.
- There is no warranty of fitness of the goods for a particular purpose.
- The exclusive remedies of buyer of any subsequent user of the goods (in case of nonconformance or defectiveness of the goods) are limited to:
 - Return of the goods at buyer's expense and repayment of the price.
 - Repair or replacement of the goods

Buyer is under a duty to inspect the goods promptly after delivery and report immediately any claimed defect or nonconformity. Such report must be made prior to inclusion of the goods as a part of any other product or to their resale by buyer.

IN NO EVENT IS SELLER LIABLE OR OTHERWISE RESPONSIBLE FOR CONSEQUENTIAL DAMAGES SUFFERED OR CLAIMED BY BUYER OR ANY SUBSEQUENT USER OF THE GOODS. THE EXCLUSIVE AND SOLE REMEDIES OF BUYER AND ANY SUBSEQUENT USER ARE THOSE SET FORTH IN THIS PARAGRAPH.

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