

**Magna-Power Electronics, Inc.**

39 Royal Road . Flemington, NJ . 08822
Phone: +1 (908) 237-2200
Fax: +1 (908) 237-2201
Email: sales@magna-power.com
www.magna-power

Quote No.: **5003857**

Reference: RFQ

Date Issued: **04/30/14**

F.O.B.: Flemington, NJ

Shipping Terms: BESTWY-Best Way

Payment Terms: Net 30

Customer #: 30644

Address: **Monterey Bay Aquarium Research Institute**

Duane Thompson
7700 Sandholdt Rd.
Moss Landing, CA 95039-9644
United States

Phone: **831-775-2003**Email: **drthom@mbari.org**

Local Sales Representative

Mark Onufer

22 Great Oaks Blvd, #270
San Jose, CA 95119-1461
United States

Phone: **408-360-1300**Email: **mark@amasco.com**

Line	Item	Description	Build Time	Qty (EA)	Price (EA)	Extended Price
1	SL40-65/208+LXI	SL Series Programmable DC Power Supply Output: 0-40 Vdc, 0-65 Adc; 2.6 kW Input: 208 Vac, 3Φ Comm.: Front Panel, RS-232, and Isolated 37-pin I/O Options INCLUDED in quoted model and price: SL Version Front Panel LXI TCP/IP Ethernet Interface (+LXI)	2 weeks	1	3,290.00	3,290.00

Notes:

1. Delivery times specified are after receipt of order
2. Input voltage must be specified at time of order
3. Magna-Power Electronics Standard Terms and Conditions of Sale apply to any order resulting from this quotation
4. Unless otherwise noted on quotation, freight costs are calculated and invoiced at time of shipment
5. All prices quoted are in US Dollars
6. Please submit all resulting purchase orders to: **orders@magna-power.com**

Sub-Total: **3,290.00**Freight: **0.00**Tax: **0.00**Total: **3,290.00****Quotation Comments:**

Magna-Power Electronics Inc. - Terms and Conditions of Sale

1. Acceptance of Orders

Orders accepted by Magna-Power Electronics (Seller) are subject to the terms and conditions herein. In case of a conflict, inconsistency, or addition not expressly accepted in writing by Seller, the terms and conditions of sale provided herein shall be considered as superseding the conflicting, inconsistent, or additional terms stated in Buyers purchase order, order form, contract, or otherwise. The acceptance of an order will supersede all prior communications and constitute a complete and binding contract between Buyer and Seller, a contract which cannot be modified or canceled without the written agreement by both parties. All orders will be confirmed by Seller and shall be deemed final unless written notice of disagreement is given to Seller within three (3) days of the date of confirmation.

2. Price and Specifications

All prices and specifications are subject to change without notification. All prices and specifications listed in Sellers quotations are guaranteed for a period of 60 days from the date the quotation was issued. Any special pricing or specifications issued under a written contract are guaranteed under the terms of such contract. The purchaser is completely responsible for reviewing and ensuring all product specifications meet their specific requirements and application.

3. Shipment

Seller shall attempt to comply with, but will not guarantee, shipping date, loading, and routing instructions. UPS is not a recommended carrier for Magna-Power Electronics equipment. Shipping terms specified prepaid and add assures products will ship by a recommended carrier. If the order specifies shipping collect on customer specified carrier, Buyer assumes all responsibility for goods damaged in transit and understands that goods damaged in transit may not be covered under warranty.

4. Cancellation of Orders

All requests for cancellation, in total or in part, of any purchase order must be received by Seller in writing prior to shipment of any goods. The Buyer is contractually obligated to fulfill the original purchase order. For all purchase orders canceled prior to shipment, the Buyer is financially liable for possible cancellation service charges based upon all work done up to the date of cancellation, as well as any components purchased or manufactured for the order prior to receiving the notice of cancellation. Prepaid deposits will be returned minus the cancellation service charge and any other charges that may have occurred in processing the original order as mentioned above. All requests for production hold on a purchase order, in total or in part, of any purchase order must be received by Seller in writing. To place an order on hold, payment for production completed to date for products on the purchase order for to be placed on hold must be received immediately by Seller, in lieu of all agreed upon payment terms. A charge to resume production may be issued by Seller.

5. Returns

Sellers products are made to order and returns are not accepted unless mutually agreed to between Buyer and Seller. A restocking fee may apply for returned goods.

6. Payment Terms

Sellers standard terms are Net 30 days for customers in good credit standing. Other terms may be negotiated depending on circumstances.

7. Payment Method

Payments to Seller can be made by Buyers company checks, certified bank checks, wire-transfers, or Visa/MasterCard credit cards. Receipt of funds is required for Seller to schedule manufacture of Buyers order when pre-payment is part of the purchase order.

8. Substitution and Modifications of Components

Seller may modify or substitute subcomponents manufactured or purchased by Seller as long as those subcomponents substantially conform to the deliverables of the purchase order.

9. Legal Compliance

Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of product(s) covered by this order may be subject to export license control by the United States government. It is the Buyers responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act.

10. Indemnity

Buyer agrees to indemnify and hold Seller harmless for all claims, whether arising in tort or contract, against Buyer and/or Seller, including attorneys fees, expenses, and costs, arising out of the application of Sellers product(s) to Buyers designs and/or product(s), or Sellers assistance in the application of Sellers product(s). Seller is not liable to Buyer or to any third party for consequential or incidental damages under any circumstances, whether due to defect in the product, due to delay or failure of delivery, due to a failure of the product to perform as specified, or for any other reason or cause.

11. Acceptance of Product

Acceptance of the product(s) shipped shall be presumed conclusively to have occurred the day of delivery of the product(s) to Buyers dock.

12. Non-Waiver of Default and Collection Rights

In the event of any default by Buyer, Seller may invoke any remedy provided by law or by the terms herein stated and may decline to make further shipments. If Seller elects to continue to make shipments, Sellers actions shall not constitute a waiver of any default by Buyer or in any way affect Sellers legal remedies for any such default. For items not paid for within the agreed upon payment terms, Buyer will charged an additional 1.5% interest charge per month for amounts due past payment due date. In addition, in the event Seller resorts to a third party or to litigation in order to collect amount due to Seller, Buyer agrees to pay costs of collection for amount owed to Seller, including, but not limited to, attorneys fees, court costs, and any other expenses in securing lien rights.

Buyer agrees not to waive Sellers lien rights. All lien rights are reserved until full payment of the invoice has been made and will carry forward to the final recipient of products. No waiver of lien from Seller shall be delivered until the products have been paid for in full. Upon demand by Seller, Buyer shall furnish Seller with all necessary legal descriptions and all other relevant information necessary to file or perfect a lien. Seller shall be entitled to refuse to deliver up any products at any time unless all charges accrued due under this contract and all other sums owed by the Buyer to the Seller under any contract shall previously have been paid.

13. Force Majeure

Seller shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from acts of God, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, labor disruptions, shortages, communication or power failures, fire, accident, explosion, inability to procure or ship product or obtain permits and licenses, supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstances or cause beyond the reasonable control of Seller in the conduct of its business.

14. Affidavits and Certificates

The validity, performance, and construction of this contract shall be governed by the laws of the state of New Jersey and such state shall be the only jurisdiction in which any suit may be brought against Seller regarding any dispute arising from this transaction.

15. Applicable Law and Forum

No Certificates of tests, calibration, compliance, or conformance are provided unless Buyers detailed requirements are stated on the face of the Buyers order. Seller reserves the right to charge an additional fee for any such certificate.

16. Limited Warranty

Magna-Power Electronics limited warranty policy applies and is detailed in a separate document.

Magna-Power Electronics Inc. - Terms and Conditions of Sale, Revision B, Last updated 01/15/2012