

Quotation



Quote Number : QQ.1580672

Date: 28-November, 2018

Valid Until: 28-December, 2018

Page: 1

Customer:

Attention: Duane Thompson
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Email: drthom@mbari.org

Please Direct Inquiries/Send Purchase Orders to:

Tektronix Inc

Payment Terms:

Telephone: 1-800-833-9200

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Beaverton OR 97007

Fax: 1-503 627-5227

United States

Email: buy@tek.com

www.tektronix.com

Item	Model / Description	Unit Price	Quantity	Extended Price
1	TPS2024B Oscilloscope; Digital Storage, 200MHz, 2GS/s, 4 Isolated Channels, TFT Color Display, Battery Powered, Certificate of Traceable Calibration Standard Delivery Estimate: 4 weeks	5,380	1	5,380
2	A622 Current Probe: 100 kHz, 10 mA to 100 A, AC/DC, BNC Delivery Estimate: 4 weeks	760	1	760
3	TPP0201 Passive Probe: 200 MHz, 10X, BNC Delivery Estimate: 2 weeks	63	1	63
4	AC2100 Soft Carrying Case Delivery Estimate: 2 weeks	143	1	143
5	TPS2024B L0 English manual Delivery Estimate: 4 weeks	0	1	0

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Page: 2

Item	Model / Description	Unit Price	Quantity	Extended Price
6	TPS2024B A0 North America Power Cord Delivery Estimate: 4 weeks	0	1	0
				USD 6,346

WORLDWIDE TERMS AND CONDITIONS OF SALE

1. **PRODUCTS AND PARTIES.** As used in these Worldwide Terms and Conditions of Sale (these "Terms"), "Product(s)" means the hardware, software and/or services specified on the face of the quotation, acknowledgement, pro forma or invoice issued by Tektronix to which these Terms are attached. Such Product(s) are sold or licensed (or in the case of a quotation, offered for sale or license) by the Tektronix entity there specified ("Tektronix") to the customer there specified ("Customer").
2. **CUSTOMER'S ORDER FORMS.** These Terms shall apply to the sale or license of the Product(s) by Tektronix to Customer to the exclusion of any additional or different terms and conditions, including any terms or conditions which Customer may purport to apply under any Customer request for quotation, purchase order or similar document, or which Customer may purport to offer in response to these Terms. All such additional or different terms and conditions are expressly rejected by Tektronix. Customer's assent to these Terms, and only these Terms, is conclusively presumed from Customer's acceptance of delivery of the Product(s).
3. **PRICES; VALIDITY OF QUOTATIONS.** The price(s) for the sale or license of the Product(s) and the currency of payment are as stated on the face of the quotation, acknowledgement, pro forma or invoice issued by Tektronix to which these Terms are attached. Quotations supplied by Tektronix are valid for 30 days unless a different validity period is stated on the quotation.
4. **RESCHEDULING, CANCELLATION AND RETURNS.** Customer may submit a request to Tektronix to reschedule or cancel an order. All such requests must be in writing and are subject to acceptance or rejection by Tektronix. Any request to reschedule or cancel any order which request is received by Tektronix less than 30 days before the then-scheduled shipping date, if accepted, may be accepted subject to payment of a rescheduling or cancellation fee in the amount of 5% of the net order value of the Product(s) affected. Customer may return a Product within 30 days of receipt of the Product, provided the Product's factory packaging is unopened, Customer follows Tektronix' instructions for the return, and the Product is undamaged and in new condition upon receipt by Tektronix. Products properly returned will be subject to payment of a restocking fee equal to 15% of the price of the returned Product, except for returns of replacement parts, which are subject to a restocking charge in the currency of payment equal to U.S. \$100 for each separate shipment from Tektronix returned by the Customer to Tektronix.
5. **SHIPMENT.** Tektronix will make commercially reasonable efforts to ship the Product(s) by the estimated ship date shown on the applicable acknowledgement. Tektronix may make partial shipments unless Customer specifically objects. Shipment shall be in accordance with Incoterms 2000, per the specific Incoterm stated on the quotation, acknowledgement, proforma or invoice issued by Tektronix to which these Terms are attached, except (a) Tektronix will not be liable for any delay or failure to perform its obligations under the applicable Incoterm resulting from circumstances beyond Tektronix's reasonable control or which would cause Tektronix to incur unreasonable expense to avoid, and (b) risk of loss shall pass in accordance with Section 6 of these Terms.
6. **TITLE AND RISK OF LOSS.** Title to all Products other than software shall pass at the same time as the risk of loss. Title to software shall remain with Tektronix and/or its licensors. For Products shipped to a Customer location in the country where Tektronix is incorporated, risk of loss shall pass per the applicable Incoterm. For Products shipped to a Customer location in a country other than the country where Tektronix is incorporated, risk of loss shall pass at the later of (i) the point provided in the applicable Incoterm or (ii) when the shipment leaves the country where the shipment to the Customer originates.
7. **TAXES.** Unless otherwise indicated on the quotation, acknowledgement, proforma or invoice issued by Tektronix to which these Terms are attached, any and all sales, use, value added (VAT) and similar taxes imposed on Tektronix or which Tektronix has a duty to collect in connection with the sale, supply, delivery, or use of any Product will appear as separate items on the invoice and Customer shall be liable to pay the same. If sales to Customer are exempt from such taxes, Customer shall furnish Tektronix a certificate of exemption prior to shipment.
8. **INVOICES AND PAYMENT.** Upon each shipment, Tektronix will issue an invoice to the Customer. Payment terms and currency of payment are as stated on the face of the quotation, acknowledgement, pro forma or invoice issued by Tektronix to which these Terms are attached. Customer shall not be entitled to make any deduction in respect of any set-off or counterclaim. For Products other than software shipped to a location in the United States, Tektronix shall hold a security interest in such Products until receipt of full payment. For Products other than software shipped to a location outside of the United States, if Customer is past due on payment for any such Product, Tektronix shall have the right to take possession of that Product and sell it, applying the proceeds of any sale to the balance due on the Product. Without prejudice to its other rights hereunder, Tektronix may charge interest at the lesser of 1.5% per month or the maximum amount allowed by applicable law on any balance outstanding after the payment due date, such interest accruing on a daily basis. Tektronix may change its credit terms and/or suspend its performance when, in the opinion of Tektronix, Customer's financial condition or record of payment so warrants. Customer agrees to pay any third-party collection expenses, including attorney's fees, incurred by Tektronix to collect any past-due amounts.
9. **SOFTWARE.** Software, including software Products and software incorporated within Products, e.g., in ROM or on internal media, is provided under license and is subject to the software warranty, if any, and other terms set out in a separate license agreement, a copy of which may be obtained from Tektronix. In general, Tektronix's licenses prohibit reproduction of software, limit use of software to the intended operation of the Product with which the software is originally acquired from Tektronix and prohibit disassembly, decompilation and reverse engineering of the software to the maximum extent permitted by applicable law. Customer may use and reproduce the software only as permitted by the applicable license.
10. **USE OF RECONDITIONED MATERIAL.** Products may include materials that are reconditioned to like-new performance and functionality. Customer shall not be entitled to reject Products or seek any diminution in the price of Products on the basis of the inclusion of reconditioned materials.
11. **EXPORT RESTRICTIONS.** Customer shall not export, re-export, or transfer, directly or indirectly, any Product or technical data received from Tektronix to any country or user to which such export, re-export or transfer is restricted by United States or other country law or regulation without first obtaining any required governmental license, authorization, certification or approval. If Customer resells or otherwise disposes of any Product or technical data purchased or licensed hereunder, it will comply with any export restrictions applicable to such transfer. Tektronix shall have no liability for delayed delivery or non-delivery resulting from denial, revocation, suspension or governmental delay in issuance of any necessary export license or authority.
12. **WARRANTY.** Tektronix warrants to Customer that each hardware Product will be free from defects in materials and workmanship for the period set forth in the applicable warranty statement, a copy of which may be obtained from Tektronix. If any such Product proves defective in materials or workmanship during the warranty period, Tektronix will repair or replace the defective Product as specified in the applicable warranty statement. Information concerning the warranty period and whether warranty service will be provided at a location other than a Tektronix service center is set forth in the applicable warranty statement.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. TEKTRONIX, ITS AFFILIATES AND ITS VENDORS, DISCLAIM ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THEIR EQUIVALENTS IN ANY JURISDICTION.

TEKTRONIX' RESPONSIBILITY TO REPAIR OR REPLACE A DEFECTIVE PRODUCT IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO CUSTOMER FOR BREACH OF ANY WARRANTY PROVIDED BY TEKTRONIX.
13. **INFRINGEMENT.** Tektronix, at its expense, will defend Customer against any claim based on an allegation that a Product furnished hereunder infringes a patent or copyright of a third party in the country where the ship-to address indicated on the quotation, acknowledgement, pro forma or invoice issued by Tektronix to which these Terms are attached is located, and Tektronix will pay any resulting costs, damages, and attorneys' fees finally awarded against Customer that are attributable to such claim or will pay the part of any settlement that is attributable to such claim; provided, that 1) Customer notifies Tektronix promptly in writing of the claim, 2) Tektronix is permitted to control the defense or settlement of the claim, and 3) Customer cooperates reasonably in such defense or settlement at Tektronix's expense. In its defense or settlement of any claim, Tektronix may, in its sole discretion, 1) procure for Customer the right to continue using the Product, 2) modify the Product so that its use becomes non-infringing, 3) replace the Product with a comparable product not subject to the claim, or 4) provide Customer an opportunity to return the Product for refund of the purchase price paid less a reasonable allowance for use. Tektronix shall have no liability to Customer for claims of infringement based upon 1) the use of any Product in a manner other than that for which it is intended or in combination with any product not supplied by Tektronix or 2) the use of any Product designed, manufactured, or modified to the specifications of Customer. The foregoing states the entire obligation and liability of Tektronix with respect to infringement and claims thereof.
14. **LIMITATION OF LIABILITY.** UNLESS LAWS PRESCRIBE OTHERWISE, IN NO EVENT SHALL TEKTRONIX OR ITS AFFILIATES OR VENDORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF CUSTOMER'S PURCHASE OR USE OF ANY PRODUCT, EVEN IF TEKTRONIX, THE AFFILIATE OR VENDOR HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
15. **WAIVER.** The failure of either party to enforce any provision of these Terms shall not be construed as a waiver of such provision or the right thereafter to enforce each and every provision.
16. **ASSIGNMENT.** Customer may not assign or otherwise transfer its rights or obligations under these Terms without the prior written consent of Tektronix, and any attempt to do so shall be void.
17. **ATTORNEY'S FEES.** Tektronix shall be entitled to recover its reasonable costs and attorneys' fees, both at trial and on appeal, in any litigation based on these Terms in which Tektronix is the prevailing party.
18. **GOVERNING LAW.** The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the jurisdiction where Tektronix is legally constituted, without application of the United Nations Convention on Contracts for the International Sale of Goods.
19. **ENTIRE AGREEMENT.** These Terms and the quotation, acknowledgement, pro forma or invoice issued by Tektronix to which they are attached comprise the entire agreement between Tektronix and Customer and supersede any prior or contemporaneous negotiations or agreements with respect to their subject matter. No amendment shall be effective unless it is in writing and signed by an authorized representative of Tektronix and Customer.