

QUOTATION



Quotation 00022131
Company Address 212 East High St
Pottstown, Pennsylvania 19464
United States
Phone (610) 458-3000
Fax (610) 458-3010

Instructions Made in the USA
Estimated Lead-time is 12 weeks ARO
All quotations are subject to attached VideoRay Standard Terms and Conditions or www.videoray.com/stc
Terms Prepayment

VideoRay Contact

Account Executive Brett Kolb
Email brett.kolb@videoray.com
Phone (610) 458-3018

Created Date 11/15/2023
Expiration Date 12/31/2023

End User

Contact Name Randy Prickett
Phone 8317752020
Ship To Monterey Bay Aquarium Research Institute (MBARI)
Address United States
Email rprickett@mbari.org
Bill To Monterey Bay Aquarium Research Institute (MBARI)
Address 7700 Sandholdt Road
Moss Landing, California 95039
United States

Product	Part Number	Line Item Description	Unit Price	Quantity	Total Price
Defender ROV Submersible with case and Sundries	73421	Includes, 7 Thruster vectored vehicle, Forward tilting HD x16 Zoom Camera, Dual LED Lights with ruggedized transportation case.	USD 76,995.00	1.00	USD 76,995.00
Mission Specialist Workhorse Controller	73423	Includes: Operator Control Console, sealed hand controller, xbox controller	USD 36,195.00	1.00	USD 36,195.00
Greensea Basic Workspace - Defender configuration	70861	Software Only - Included with Defender System Purchase	USD 0.00	1.00	USD 0.00
Tether - Performance Neutral 984 Ft / 300m	71997	Neutrally Buoyant Performance Tether (plug and play)	USD 4,785.00	1.00	USD 4,785.00
Tether - Performance Neutral 328ft/100m with Terminations	72036	Neutral Performance Tether (plug and play)	USD 2,345.00	1.00	USD 2,345.00
Single Axis Manipulator (Pro 4) with Defender Integration	73462		USD 3,495.00	1.00	USD 3,495.00
Mission Specialist Defender Spares Kit and 2 Spare Thrusters	71018	(Mission Specialist Maintenance Kit (includes 2 spare thrusters and hardware, fasteners and props)	USD 11,500.00	1.00	USD 11,500.00

Shipping and Handling TBD
Grand Total USD 135,315.00

General Terms and Conditions for Sale

1. DEFINITIONS “Seller” means VideoRay LLC. “Buyer” means the legal entity purchasing Goods from Seller. “Goods” means the products offered by Seller and/or purchased by Buyer. “Offer” means any quote, proposal, or offer to sell Goods provided by Seller to Buyer. “Order” means any purchase order or similar instrument issued by Buyer to Seller to purchase Goods.

2. ACCEPTANCE Buyer’s acceptance of Seller’s Offer and its submission of this Order constitute acceptance of these Terms and Conditions. Seller’s acceptance of Buyer’s Order, and any changes or amendments thereto, are subject to Buyer’s assent to these Terms and Conditions unless agreed otherwise in writing by a duly authorized representative of Seller. Seller’s failure to object to any other terms and conditions contained in any communication from Buyer does not waive any of the terms and conditions specified herein. Buyer’s Order shall be binding upon the Parties upon the earlier of Seller (i) executing and returning an Order acknowledgement to Buyer, (ii) commencing performance pursuant to Buyer’s Order, or (iii) delivering to Buyer any of the Goods and/or Services under Buyer’s Order.

3. PRICES Except as otherwise agreed in writing by Seller the prices offered apply only to the specific quantities, specifications, and delivery schedules set forth in Seller’s Offer. Any variation in quantity, specifications, or delivery schedules may necessitate a price and/or delivery schedule adjustment. Unless stated otherwise, all prices for domestic deliveries and international deliveries are FOB Pottstown, Pennsylvania.

4. CREDIT APPROVAL AND PAYMENT Standard payment terms are set forth in Seller’s quotation and/or invoice. Any payment terms are subject to credit approval of Buyer by Seller. Payment terms for international orders may be cash in advance by wire transfer or other mutually agreed arrangement. Credit terms, shipments, and performance of work are always subject to the approval of Seller’s Credit Department. Each shipment is a separate and independent transaction and payment must be made by Buyer accordingly. If, prior to shipment of Buyer’s Order, Buyer fails to fulfill the terms of payment of any prior invoice submitted by Seller or, if in the opinion of Seller, Buyer’s financial condition becomes impaired or unsatisfactory, Seller reserves the right to change, without notice, the terms of payment and/or delay or discontinue further shipments, until past due obligations have been paid and Seller has received acceptable assurance regarding Buyer’s prompt payment of future obligations. All amounts due to Seller but not paid by Buyer on the due date shall bear interest payable by Buyer to Seller at a rate of one and one half percent (1.5%) per month.

5. TAXES The amount of any present or future sales, use, excise, import duty, or other tax applicable to the manufacture, sale, or lease of Goods will be added to the invoice and must be paid by Buyer, unless the Buyer provides Seller with a tax exemption certificate acceptable to the applicable taxing authority or other arrangements have been made in writing.

6. SHIPPING TERMS AND RISK OF LOSS All domestic and international shipments by Seller are FOB Pottstown, Pennsylvania. Risk of loss for Goods will transfer to Buyer upon Seller presenting Goods to carrier. If Seller prepays shipping, insurance, or other related costs, Buyer agrees to reimburse Seller promptly for the actual costs incurred by Seller.

7. PACKING AND PACKAGING If specified in Buyer’s Order, Seller shall comply with any special packaging and marking requirements; otherwise, Seller shall package and mark all Goods in accordance with best commercial practices to adequately protect Goods against damage and deterioration during transit. Seller’s packing list shall include, at a minimum, Buyer’s Order number, line item number(s), part number(s), description(s), and quantity shipped.

8. DELIVERY SCHEDULES AND DELAY Shipping dates are approximate and require prompt prior receipt of all necessary Buyer furnished information and material if applicable. Seller shall not be liable for any damages or losses arising from or related to late deliveries. Without limiting the generality of the foregoing, Seller shall not be liable for any delays due to force majeure including, but not limited to, weather conditions, acts of God, acts of civil or military authorities, fires, strikes, job actions, floods, earthquakes, epidemics, quarantine restriction, war, terrorism, riot, supplier or vendor delays, or any other causes beyond the reasonable control of Seller. In the event of such delay, Seller will promptly notify Buyer and the date(s) of delivery will be deferred for a period commensurate with the time lost due to the delay.

9. CANCELLATION Buyer may request cancellation or termination of Buyer’s Order, in whole or in part, by providing written notice to Seller prior to shipment or, in the case of special Orders, prior to the start of manufacture. Seller agrees to cooperate with Buyer in attempting to affect such cancellation or termination conditioned upon Buyer paying Seller for all Goods delivered and/or Services performed, and for all work in process, including all applicable direct and indirect costs, normal profit on such costs, settlements with suppliers, and related termination expenses.

10. TERMINATION FOR DEFAULT Either Party may terminate the Order in the event of a material breach of this Agreement or of the Order by the other party. If a Party (the “Defaulting Party”) is in breach of a material provision of this Agreement or the Order, the other Party (the “Non-Defaulting Party”) will submit a written cure notice to the Defaulting Party advising of such breach. The Defaulting Party will then have fifteen (15) days to cure the breach. If the Defaulting Party does not cure the breach within the fifteen (15) day period, the Non-Defaulting Party may terminate the Order.

11. CHANGE ORDERS AND AMENDMENTS All change order requests must be submitted by the Buyer to the Seller in writing and will not be effective unless and until Seller consents to the change(s). Seller will advise Buyer in writing of the price and/or delivery schedule impact, if any, of the change request. Seller’s acceptance of changes will be subject to Buyer’s agreement to any price and/or delivery schedule adjustments.

12. LIMITED WARRANTY Seller warrants that the Goods manufactured by Seller will be free from defects in material and workmanship for a period of twenty-four (24) months from the date of original invoice when operated in accordance with the instructions and safety measures that has been laid out by the seller in the corresponding user guide/web site for each individual product. For additional information regarding product warranty, visit www.videoray.com. EXCEPT AS OTHERWISE SPECIFICALLY STATED IN WRITING IN SELLER’S OFFER OR IN ITS ACCEPTANCE OF BUYER’S ORDER, SELLER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY IMPLIED WARRANTY OF FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE.

13. RETURN AUTHORIZATIONS Buyer will promptly notify Seller of any nonconformity(ies) in the Goods and afford Seller a reasonable opportunity to inspect the Goods. No Goods may be returned without Seller’s prior authorization, as evidenced by a return merchandise authorization (RMA). Once a return authorization number is obtained, Buyer will return the non-conforming Goods. Buyer is responsible to package Goods in a safe manner as to avoid any damages from shipping. The return authorization number must appear on the shipping label along with all paperwork associated with the return. Granting a return authorization number does not necessarily mean that a credit will be approved or that the evaluation or repair will take place without a fee.

14. INTELLECTUAL PROPERTY AND INDEMNIFICATION Buyer acknowledges that all the intellectual property rights (including inventions, patents, trademark and copyright) and the know-how, used or embodied in, or in connection with the Goods (including the user guide) shall remain the sole property of Seller. In the event that new know-how is generated or arises, or that the invention (product) evolves as a consequence of the performance, or because of this Agreement, Buyer acknowledges that all intellectual property rights and source code therein shall belong to Seller. And that buyer shall not sell any product containing this intellectual property or source code without the express written consent of the seller.

15. INDEMNIFICATION AND LIMITATION OF LIABILITY Each Party (the “Indemnifying Party”) agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, and employees (the “Indemnified Parties”) from and against any and all liabilities, losses, expenses, liens, claims, demands, and causes of action, including the Indemnified Parties’ legal fees and other costs of litigation (“Claims”) for death, personal injury, or property damage arising out of any negligent act or omission of the Indemnifying Parties in the performance of Buyer’s Order, except to the extent such losses are contributed to by (a) the negligence or willful misconduct of the Indemnified Party, or (b) the negligence or willful misconduct of any third-parties related to the Indemnified Party. Except for violations of law, under no circumstances shall either Party be liable for any consequential, special, incidental, indirect, multiple, administrative, or punitive damages, or any damage of an indirect or consequential nature arising out of or related to its performance under Buyer’s Order or the use of the Goods by Buyer or by any third party, including, without limitation, loss of use, loss of revenues, loss of anticipated profits, and cost of capital, whether based upon breach of Buyer’s Order, warranty, negligence, or any other type of Claim, and whether grounded in tort, contract, civil law, or other theories of liability, including strict liability, even if advised in advance of the possibility of such damages. Seller’s total liability arising from or related to Buyer’s Order, including, but not limited to, its liability for indemnity, defense, and hold harmless obligations under Buyer’s Order, is limited to no more than the amount paid by Buyer to Seller under Buyer’s Order, and Buyer agrees to indemnify Seller for any excess amounts.

16. ARBITRATION AND LAW Any disputes, controversies or differences arising between the parties by virtue of this agreement, which are not resolved amicably, will be finally resolved through arbitration. The arbitration shall be conducted in English and comply with the Commercial Rules of the American Arbitration Association. The arbitration, including the rendering of the decision, shall take place in Montgomery County, Pennsylvania.

17. ASSIGNMENT Buyer may not assign, sublicense or otherwise deal with its rights or obligations under this Agreement, in whole or in part, to any third party.

18. UNENFORCEABLE PROVISIONS Should any part of this Agreement be held to be unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the remaining provisions of this Agreement shall be fully effective, operative and enforceable.