



TELEDYNE BENTHOS

A Teledyne Technologies Company

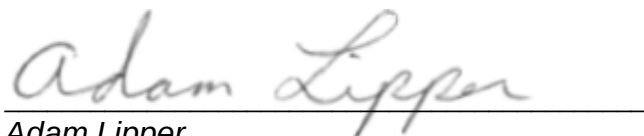
49 Edgerton Drive
North Falmouth, MA 02556-2826 USA
Phone: (508) 563-1000
Fax: (508) 563-6444
website: www.benthos.com
E-mail: info@benthos.com

Brett Hobson
MBARI

Quotation

Ship Via: Customer Specified
F.O.B.: North Falmouth, MA
Terms: TBD
Quote is Valid until: 10/19/2006
Ship Date: 1 week ARO
Customer Reference:
Date: 7/21/2006
Quote Number: 85434

Line Number	Part Number	Description	Qty	Price	Extend
1	C-210-337-1	ASSY,BURN WIRE,1 YEAR	5	\$200.00	\$1,000.00



Adam Lipper
Applications Engineer
alipper@benthos.com

Sub-Total \$1,000.00

Total \$1,000.00

All standard Teledyne Benthos terms & conditions of sale apply to this quote.

Teledyne Benthos, Inc. Warranty Statement

INTELLECTUAL PROPERTY RIGHTS. No rights in Intellectual property, including but not limited to, license or other rights under any patent, copyrights, trade secrets, or trademarks owned or controlled by Teledyne Benthos, Inc. or under which Teledyne Benthos, Inc. is licensed, are granted to Purchaser or implied by the sale of products or services hereunder. Purchaser shall not identify as genuine products of Teledyne Benthos, Inc. any Teledyne Benthos, Inc. products purchased hereunder which Purchaser has treated, modified, or altered in any way. Purchaser shall not use the trademarks of Teledyne Benthos, Inc. to identify such products provided, however, that Purchaser may identify such products as utilizing, containing, or having been manufactured from genuine products of Teledyne Benthos, Inc. as treated, modified, or altered by Purchaser or a representative of Purchaser. If products or services sold hereunder are manufactured according to the specifications of Purchaser, Purchaser shall indemnify Teledyne Benthos, Inc. against any liability for patent, copyright, or trademark infringement on account of such manufacture or performance.

LIMITED WARRANTY. Teledyne Benthos, Inc. warrants that the products sold hereunder shall be free from defects in materials and workmanship under normal use and service when correctly installed, used and maintained for a period of one (1) year from date of shipment from Teledyne Benthos, Inc. Purchaser's receipt of any product delivered hereunder shall be an unqualified acceptance of and a waiver by Purchaser of the right of Purchaser to make a claim with respect to such product unless Purchaser gives Teledyne Benthos, Inc. notice of any claim within one (1) year after the receipt of such product. This warranty is limited to repair or replacement of the said product at Teledyne Benthos, Inc.' option, F.O.B the Teledyne Benthos, Inc. plant in North Falmouth, Massachusetts, providing the product was not abused or operated other than in accordance with the Teledyne Benthos, Inc. instruction manuals. With respect to the sale of Teledyne Benthos, Inc. oceanographic instruments which are pressure tested to rated depth prior to shipment, Teledyne Benthos, Inc. does not assume responsibility for any damage due to leakage or implosion. Teledyne Benthos, Inc. reserves the right to modify its warranty at any time, in its sole discretion. THIS LIMITED WARRANTY IS NOT TRANSFERABLE.

LIMITATION OF LIABILITY. TELEDYNE BENTHOS, INC. MAKES NO OTHER WARRANTY REGARDING ITS PRODUCTS OR THE PRODUCTS OF OTHERS EITHER EXPRESS OR IMPLIED, AND, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE FORGOING WARRANTIES IS HEREBY DISCLAIMED BY TELEDYNE BENTHOS, INC. AND EXCLUDED FROM ANY AGREEMENT MADE BY ACCEPTANCE OF ANY ORDER.

TELEDYNE BENTHOS, INC. DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN INCLUDING ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT PRODUCT, FACILITIES OR SERVICES, DOWN-TIME, CHARGES FOR PURCHASER'S TIME AND EFFORT, THE CLAIMS OF THIRD PARTIES, INJURY TO PROPERTY, OR ANY OTHER DIRECT, INDIRECT, SPECIAL, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM AND WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED ON BREACH OF WARRANTY, CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, EVEN IF TELEDYNE BENTHOS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES AND SUPPORT PROVIDED PURCHASER UNDER THIS AGREEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TELEDYNE BENTHOS, INC., ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE LIMITED WARRANTY PROVIDED ABOVE. ANY AND ALL LIABILITY OF TELEDYNE BENTHOS, INC. IS EXPRESSLY LIMITED TO THE PRICE PURCHASER HAS PAID FOR THE PRODUCTS. PURCHASER'S SOLE REMEDY AGAINST TELEDYNE BENTHOS, INC. IN ANY DISPUTE UNDER THIS AGREEMENT SHALL BE TO SEEK RECOVERY OF THE AMOUNTS PURCHASER PAID, PURSUANT TO THE LIMITED WARRANTY PROVIDED ABOVE, UPON THE PAYMENT OF WHICH TELEDYNE BENTHOS, INC., ITS AGENTS AND EMPLOYEES, AND AFFILIATES, WILL BE RELEASED FROM AND DISCHARGED OF ALL FURTHER OBLIGATIONS AND LIABILITY TO PURCHASER.

THE LIMITED WARRANTY OF TELEDYNE BENTHOS, INC. GIVES PURCHASER SPECIFIC LEGAL RIGHTS, AND PURCHASER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PURCHASER.