



Falmouth Scientific, Inc.

QUOTATION

Quote: 06-509

TO:

SHIP TO:

MBARI	TBD
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SALESPERSON:	fls	DATE:	September 20, 2006
ORIGIN:	USA	REPRESENTATIVE:	
F.O.B.:	Cataumet, MA	DELIVERY:	4-6 Weeks ARO
PRICES:	USD	VALIDITY:	60 Days

PAYMENT TERMS:

☒ Net 30 Days
(valid account required)

☒ Credit Card
(MC/Visa accepted)

☒ Prepayment

☐ Other

FSI 2ACM-7000

Item	Part Number	Description	Each	Qty	Total
1	2ACM-7000	2-Dimensional acoustic vector-averaging deep-water current meter, equipped with: • 0-600 cm/sec (11 kt) range • Internal compass • X and Y tilt sensors • Temperature sensor • 1 MB internal memory • RS-232 data link • Windows-based interface software • 7000 m rated housing • Alkaline battery • 1.5 ton mooring frame	7,895.	1	7,895.

FSI 2D ACM Current Meter Options/Spares

Item	Part Number	Description	Each	Qty	Total
2	2ACM-OP-AB	Spare alkaline battery	31.	1	31.
3	ACM-OP-UNMF	5-ton mooring frame, 316 S.S. powder coated	1,320.	1	1,320.
4	2ACM-OP-CTD-703M	Integrated conductivity, temperature, depth module, 7000-m depth sensor for use with deep-water 2D-ACM	5,500.	1	5,500.
5	2ACM-OP-HAT	High accuracy temperature sensor	330.	1	330.
6	2ACM-OP-CON1	External sensor input connector with cable	910.	1	910.
7	2ACM-OP-OBS	SeaPoint OBS turbidity sensor	1,760.	1	1,760.
8	2ACM-OP-SPFL	SeaPoint Fluorometer chlorophyll sensor	4,035.	1	4,035.



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FSI 3D ACM-7000

Item	Part Number	Description	Each	Qty	Total
9	3ACM-7000	3-Dimensional acoustic vector-averaging deep-water current meter, equipped with: • 0-600 cm/sec (11 kt) range • Internal compass • X and Y tilt sensors • Temperature sensor • 1 MB internal memory • RS-232 data link • Windows-based interface software • 7000 m rated housing • Alkaline battery • 1.5 ton mooring frame	\$12,520.	1	\$12,520.

FSI 3D ACM Current Meter Options/Spares

Item	Part Number	Description	Each	Qty	Total
10	3ACM-OPC-AB	Spare alkaline battery	52.	1	52.
11	ACM-OP-UNMF	5-ton mooring frame, 316 S.S. powder coated	1,320.	1	1,320.
12	3ACM-OP-CTD-D	Integrated conductivity, temperature, depth module, 7000-m depth sensor for use with deep-water 2D-ACM	6,600.	1	6,600.
13	3ACM-OPC-PI-XXX	Pressure Sensor, 0.15% accuracy	1,810.	1	1,810.
14	3ACM-MEM-4	4 MB total memory upgrade	880.	1	880.
15	3ACM-OP-CON1	External sensor input connector with cable	910.	1	910.
16	3ACM-OP-OBS	SeaPoint OBS turbidity sensor	1,760.	1	1,760.
17	3ACM-OP-SPFL	SeaPoint Fluorometer chlorophyll sensor	4,035.	1	4,035.



Falmouth Scientific, Inc.

FALMOUTH SCIENTIFIC, INC. **TERMS & CONDITIONS OF SALE**

1. **GENERAL.** Falmouth Scientific, Inc., a Massachusetts corporation ("FSI") and the purchaser of products or services of FSI ("Purchaser") agree that the within terms and conditions shall constitute a part of any contract for the sale of products or services by FSI to Purchaser and shall take precedence over other terms and conditions. No contrary, additional or different provisions or conditions shall be binding on FSI unless accepted in writing by the home office of FSI. Conditions not specifically stated herein shall be governed by established trade customs. These terms and conditions shall apply to and govern Purchaser's order, and in the event of any inconsistency between these terms and conditions and Purchaser's order, these terms and conditions shall prevail. These terms and conditions are subject to change without prior written notice at any time, in the sole discretion of FSI.
2. **PERIOD.** Unless otherwise stipulated, proposals and quotations of FSI become void unless accepted by Purchaser, or extended by FSI in writing, within sixty (60) days from the date of submission to Purchaser by FSI.
3. **PRICING.** All pricing is F.O.B. Cataumet, Massachusetts, U.S.A. unless otherwise agreed to in writing by FSI. Prices are based on costs and conditions existing on the date of quotation and are subject to change by FSI before final acceptance. All quotations and agreements are contingent upon and are subject to change because of strikes, accidents, fires, availability of materials and all other causes beyond the control of FSI. FSI reserves the right to correct all typographical errors which may occur in its prices or specifications. Unless otherwise stated, all prices are in U.S. dollars.
4. **TAXES.** All prices are exclusive of federal, state, and local use, sales, property, excise or similar taxes however designated. Unless Purchaser provides FSI with a valid and correct tax exemption certificate applicable to the product ship-to location prior to FSI's acceptance of the order, Purchaser is responsible for any of the foregoing taxes, or amounts in lieu thereof paid or payable by FSI. In case of new taxes or increased rates or the repeal of taxes or the reduction of rates, the contract price shall be adjusted accordingly.
5. **SHIPPING.** All orders will be shipped freight collect. Separate charges for shipping and handling will be shown on Purchaser's invoice. Where it is deemed impractical by Purchaser or not possible to ship freight collect, if FSI elects, FSI may prepay and invoice all freight charges plus twenty-five percent (25%) for documentation and handling. All risk of loss shall pass to Purchaser when the goods are delivered to the carrier.
6. **DELIVERY.** FSI will make a reasonable effort to meet the proposed delivery schedule, but shall not be liable for loss or damage resulting from delay and non-delivery or default in shipment, in whole or in part, delivery or other failure of performance due to events beyond the control of FSI and without the fault or negligence of FSI, including without limitation, contingencies of transportation, procurement of materials or parts, labor difficulties, governmental, action or acts of God.
7. **MINIMUM ORDER.** Orders for less than \$100.00 must be prepaid, C.O.D. or credit card. A \$15.00 handling charge will be added .
8. **INSPECTION.** Purchaser must examine the Product upon receipt. If any item is damaged or missing, Purchaser must notify FSI within ten (10) days from the date of delivery. Purchaser's failure to present a written claim respecting any shipment, within ten (10) days after receipt thereof, shall constitute a waiver of all claims with respect thereto.
9. **PAYMENT.** For orders invoiced and shipped in the United States, the terms are thirty (30) days net from the date of invoice, subject to approval of credit by FSI. For orders invoiced or shipped outside of the United States, prepayment is required. If, in the judgment of FSI, the financial condition of Purchaser at any time does not justify shipment or the continuation of production on the aforesaid terms of payment, FSI may require payment in advance, alternative payment terms in form and substance satisfactory to FSI or terminate the purchase order or any agreement related thereto without liability and without waiving any other remedies. Purchaser shall pay interest on all past due sums at the rate of 1.0% per month. Credit cards (Visa/MasterCard) and prepayment by cash or electronic funds transfer (EFT) are accepted.
10. **LIMITED WARRANTY.** FSI 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 FSI. 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 FSI 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 FSI' option, F.O.B. the FSI plant in North Falmouth, Massachusetts, providing the product was not abused or operated other than in accordance with the FSI instruction manuals. With respect to the sale of FSI oceanographic instruments which are pressure tested to rated depth prior to shipment, FSI does not assume responsibility for any damage due to leakage or implosion. FSI reserves the right to modify its warranty at any time, in its sole discretion. THIS LIMITED WARRANTY IS NOT TRANSFERABLE.



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11. **REPAIRS.** Prior to returning any product to FSI for warranty repair, the Purchaser must first contact FSI and obtain a return material authorization number (the "RMA Number"). Purchaser will clearly label each product returned with the appropriate RMA Number. All products requiring warranty repairs must be returned by Purchaser to FSI in Cataumet, Massachusetts, or to such other location designated by FSI, with a letter stating the problem and probable cause, with a date and time of failure, together with freight, handling, customs duties (if any) and proper documentation. Return freight must also be prepaid.

12. **EXCHANGES.** From time to time, FSI may, in its sole discretion, exchange products or portions of a product. Any exchanges will be made in accordance with FSI's exchange policies in effect on the date of the exchange.

13. **RESTOCKS/RETURNS/CANCELLATIONS.** Unused FSI products may only be returned with prior written authorization by FSI and must be resalable as new. A 15% restock fee will be charged (\$50.00 minimum). Products that may not be returned include: batteries, OEM sensors, specifically codified versions of standard products, or non-standard products obtained from manufacturers as a service to the Purchaser. Cancelled orders are subject to a 35% cancellation fee.

14. **U.S. GOVERNMENT CONTRACTS.** If the goods or services being purchased are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number appears on Purchaser's purchase order, those clauses of the applicable U.S. Government procurement regulations which are mandatory under federal statute to be included in U.S. Government subcontracts shall be incorporated herein by reference.

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

16. **LIMITATION OF LIABILITY.** FSI 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 foregoing warranties is hereby disclaimed by FSI and excluded from any agreement made by acceptance of any order. FSI 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 FSI 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 to purchaser under this agreement. No oral or written information or advice given by FSI, its agents or employees shall create a warranty or in any way increase the scope of the limited warranty provided in section 10 above. Any and all liability of FSI is expressly limited to the price purchaser has paid for the products. Purchaser's sole remedy against FSI in any dispute under this agreement shall be to seek recovery of the amounts purchaser paid, pursuant to section 9 above, upon the payment of which FSI, its agents and employees, and affiliates, will be released from and discharged of all further obligations and liability to purchaser. The limited warranty of FSI 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.

17. **APPLICABLE LAW.** Purchaser agrees to comply with all applicable laws and regulations of the various states and of the United States or any foreign country, as applicable.

18. **HEADINGS.** The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived there from.

19. **ASSIGNMENTS.** The rights and duties of Purchaser hereunder shall not be assignable by Purchaser without the prior written consent of FSI, and any purported assignment or assumption without such consent shall be void.

20. **SEVERABILITY.** The terms and conditions contained herein are separate and severable and the invalidity or unenforceability of one or more of such terms and conditions shall not affect the validity or enforceability of any other term or condition.

21. **GOVERNING LAW.** The U.N. Convention on Contracts for the International Sale of Goods, 1980 will not apply to this transaction. This Agreement is to be construed under, and the respective rights of FSI and Purchaser are to be determined according to the laws of the Commonwealth of Massachusetts.



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22. **WAIVER.** The failure of FSI to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provisions nor the right of FSI thereafter to enforce each and every such provision.

23. FACTORY AND ORDERING ADDRESS:

Falmouth Scientific, Inc.
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PO Box 315
Cataumet, MA 02534
USA

TECHNICAL SUPPORT
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