



SouthWest Electronic Energy Corp.
823 Buffalo Run
Missouri City, TX 77489

Phone: (281) 240-4000
Fax : (281) 240-5672
Toll Free: (800) 231-3612

SOUTHWEST ELECTRONIC ENERGY GROUP

Advanced Battery Solutions

To:	Customer #:	Date: 6/18/26
MBARI 7700 SANDHOLDT ROAD MOSS LANDING, CA 95039		Quote #: QU-021408SP
		Terms: TO BE DETERMINED
Attention:	CHAD KEYC	Lead Time: 8 in weeks

Item	Part#	Description	Quantity	Unit Price	Ext. Price
1	46793728.3412	BA-92.0g1122w10S36.5V30.75AhDaisy-COSMX o SeaSafe II 37V 28Ah 40A Daisy Chain Subsea Battery Module- ABS Certified. o Pressure Tolerant o Use Within PBOF Case	4.00	6,495.00	\$25,980.00
2	27290090	DIODE ORING MODULE 60A 1000V TVP o SeaSafe Diode ORing Module- 60 A with TVP (Transient Voltage Protection) o Use One Diode ORing Module per Parallel String of SeaSafe Battery Modules. o Pressure Tolerant- But Not Direct In Water Ready o Use within PBOF Case or Pressure Vessel	2.00	995.00	\$1,990.00
3	24093710.3317	CHA-110/250VAC SB50 41V/478W o SeaSafe 37V Battery Charger o Cables TBD and purchased separately based on SeaSafe Battery Module type selected.	1.00	995.00	\$995.00
4	56500980	CAD-IPC3 SEA CHA SB50-PP75 o SeaSafe Cable - for SeaSafe II or SeaSafe ENDURANCE- Charger 3 Ft Power Cable – Anderson SB50 to PP75	1.00	50.00	\$50.00

Quotes for prices are good for 90 days. Quotes for delivery are good for 48 hours.

All orders are non-cancellable. Manufactured and special order items are non-returnable.

Manufactured items and special orders cannot be changed or modified once raw materials are purchased or consumed.

Quote does not include costs of shipping and packaging required by Dept. of Transportation. These costs are invoiced as Shipping and handling.

Distributed items which are normally stocked are subject to a restocking fee.

For details, see the SouthWest Electronic Energy Corp. Terms and Conditions of Sale on the last page of this document.

UNLESS OTHERWISE NOTED, QUOTE INCLUDES TESTING AND SHIPPING ACCORDING TO SWE STANDARDS (AVAILABLE UPON REQUEST).





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5 56500857

CAD-IPC3 SEA USB DAISY CHAIN COMM TEST

o SeaSafe COMMS Cable – Mates with ANY SeaSafe II or SeaSafe ENDURANCE- 4PTE Daisy Chain RS485 Modbus Comm connector. Also Mates with any SeaSafe Direct, SeaSafe Direct 40A, or SeaSafe Direct Low Profile associated SeaSafe Y cable to provide Windows 10 PC USB-A comms connection. Works with SeaSafe Observer Software.

1.00 120.00 \$120.00

6 OBSERVERSS

SW- SEASAFE OBSERVER 5-10S

o SeaSafe Observer Software - Windows 10 PC based application- Graphical User Interface for communication with SeaSafe II or SeaSafe Direct or SeaSafe ENDURANCE battery modules and battery systems via PC-USB-A to RS485 Modbus.
 o Includes SeaSafe Module Maintenance for SeaSafe battery settings and maintenance
 o Includes SeaSafe Configuration File Creator to ease creation of custom battery configurations for SeaSafe Observer to monitor
 o Windows PC executable Software Product delivered via Dropbox download from URL provided after purchase.
 o One time Qty 1 purchase can be used on as many customer Windows PCs as customer cares to load it.

1.00 995.00 \$995.00

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TERMS AND CONDITIONS OF SALE

The term "Seller" as used herein is named on the first page of the Customer Order Acknowledgment document. Customer is referred to as "Purchaser." Seller's Corporate office is located at 823 Buffalo Run, Missouri City, TX 77489. Seller's mailing address is P.O. Box 31340, Houston, TX 77231.

- DELIVERY AND SHIPPING:** The estimated shipping schedule is based on the Seller's current inventory, commitments and supplier's advice. ALL DATES ARE APPROXIMATE. All prices are F.O.B. Seller unless otherwise specified. Salesmen and agents of Seller are not authorized to make any representations, promises, or warranties and only those on the reverse side of this document or as signed by an officer are binding on Seller.
- SPECIAL ORDERS AND DEDICATED INVENTORY:** Orders for products which are specially fabricated to Purchaser's specifications or request may not be modified, cancelled, or returned by Purchaser except upon such terms and conditions, if any, established by Seller. Dedicated Inventory shall constitute product which Seller shall keep on hand to service Purchaser. Purchaser shall always be responsible for timely relieving Seller of such inventory in accordance with the schedule attached, if any.
- RETURNED GOODS AND DEFECTIVE NON-CONFORMING GOODS:** Goods which are ordered by Purchaser and acquired by Seller from third sources shall be considered conforming if they meet or exceed industry specifications for similar or like items. In the event goods supplied by the Seller are defective or non-conforming, Purchaser must give notice to Seller of such defect or non-conformity in writing and in detail within thirty (30) days of receipt of the merchandise, or Purchaser's right to complaint is waived; and if notice is timely given then upon authorization by the Seller for return, the goods may be returned by the Purchaser. If the Seller determines that in fact the goods are non-conforming or defective, then at Seller's option, Seller shall either credit Purchaser for the cost thereof, return the goods to the Supplier for rework or replace the goods. If the defect or non-conforming nature of goods is not a result of the fault of the Seller, then the Purchaser shall be liable for the cost of rework or replacement and all associated costs therewith including but not limited to transportation and inspection fees.
- ACCEPTANCE OF PURCHASER'S ORDER:** ACCEPTANCE OF THE PURCHASER'S TERMS AND CONDITIONS OF SALE QUOTED THEREIN ARE NOT BINDING ON SELLER unless said terms are (1) manually typed (not printed) on Purchaser's order and (2) specifically authorized with the written consent by the Seller. Upon acceptance of this purchase order, the contract cannot be cancelled, revoked, or modified in any particular (including changes in design, specifications, or production) without the specific written consent of the Seller, after appropriate provisions for payment by the Purchaser for additional costs and expenses caused by such changes. **ALL OF THE TERMS OF THIS CONFIRMATION ARE A MATERIAL PART HEREOF AND SHALL BE CONSIDERED TO BE INCLUDED IN THE TERMS AND PROVISIONS OF OUR AGREEMENT FOR THE PURCHASE AND SALE OF GOODS; PROVIDED, HOWEVER, THAT UNLESS YOU AS THE BUYER EXPRESSLY ACCEPT THESE TERMS IN WRITTEN FORM DELIVERED TO SWE, SWE DOES NOT ACCEPT YOUR PURCHASE ORDER AND WE DO NOT HAVE A BINDING CONTRACT FOR THE PURCHASE AND SALE OF GOODS.**
- ADDITIONAL CHARGES:** Purchaser agrees that if Seller allows a cancellation of any order, in whole or in part, Purchaser will pay all appropriate restocking or cancellation charges and if such charges are designated in advance on the front of this document the Purchaser agrees to pay said amount and further represents that said amount is reasonable.
- PAYMENT:** Purchaser agrees to pay Seller for the merchandise made the subject of this order within thirty (30) days of the date of Seller's invoice or as otherwise required by Seller. Remit to address: Southwest Electronic Energy, P.O. Box 31340, Houston, TX 77231
- TESTING AND MISBRANDING:** Seller shall not be responsible for product misbranded by another. Seller shall not be responsible for testing of product sold to Purchaser. Purchaser further agrees to indemnify and hold harmless Seller from any liability arising out of any special packaging or assembly which Seller performs to the specification of Purchaser. Purchaser represents that it has independently determined the need and applicability of the product it has ordered and does not rely on any representation of Seller in that regard.
- HANDLING, RECYCLING, DISPOSAL:** Purchaser acknowledges that the batteries sold to it by SWE require special handling when stored, used, recycled or disposed of, and warrants that it will comply with all applicable environmental laws pertaining to the storage, use, handling, recycling and disposal of such batteries, including but not limited to those established in 40 C.F.R. ch. 273 and any similar state regulations. Purchaser further agrees to indemnify, defend and hold SWE harmless from and against any losses that may be incurred by SWE as a result of Purchaser's use, handling, recycling or disposal of any batteries sold to Purchaser by SWE, including liabilities that may arise under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC § 9601 et seq., and any state regulations similar thereto.
- LIMITATION OF LIABILITY:** PURCHASER AGREES THAT REGARDLESS OF THE CLAIM OR THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT BY THE PURCHASER AGAINST SELLER, SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, PROMOTIONAL EXPENSES, INJURY TO REPUTATION, LOSS OF CUSTOMER, PURCHASER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED THIS QUOTED PURCHASE PRICE FOR THE PRODUCTS IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE.
- WARRANTY:** SELLER SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ITS INTENDED PURPOSE AND ALL GOODS ARE TENDERED ON AN AS-IS BASIS BETWEEN MERCHANTS. IF ANY MODEL OR SAMPLE WAS SHOWN TO PURCHASER, SUCH MODEL OR SAMPLE WAS USED MERELY TO ILLUSTRATE THE GENERAL TYPE AND QUALITY GOODS.
- CHOICE OF LAW:** All orders and the contracts based thereon shall be governed by the laws of the State of Texas and Texas Courts shall have jurisdiction and venue as to any dispute hereunder.

QA-FRM-33 / REV 08 / 09-23-2016

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