



Linden Photonics Inc.
Optical packaging



Linden Photonics, Inc.
One Park Drive, Suite 10
Westford, MA 01886

Quotation No. 180103001 M

To: Alana Sherman
Monterey Bay Aquarium Research Institute
7700 Sandholdt Road
Moss Landing, CA 95039
e-mail: alana@mbari.org

Quotation Date: 3 January 2018

Dear Alana:

Please see the below quotation Linden STFOC Patchcords.

Line	Linden Part No.	Description/Customer Note/Rev.	QTY	Price/ea.
1	1-SM-A-27-Q-79-6FT-LST-LST	Non-Kink STFOC Singlemode fiber (9/125), one fiber, with proprietary strength layer, secondary buffer consisting of soft polymer; 2.0mm LINDEN-SPE-7043 Lancer ST-Dry to Lancer ST-Dry Length: 6ft	4 pcs	\$246.18

Sincerely,

Stephen O'Riorden
Director of Business Development

One Park Drive Suite 10, Westford, MA 01886

978-392-7985; info@LindenPhotonics.com

Terms: CC
Lead Time: 3 Weeks
FOB Westford, MA
Please See Terms & Conditions Below



Linden Photonics, Inc. Terms and Conditions of Sale

1. General

These Terms and Conditions of Sale (Contract) between Linden Photonics, Inc. (Seller) and Customer (Buyer), related to products sold or quoted (Goods), shall be deemed binding at the time the order is accepted and confirmed by Seller. Any conditions stipulated by the Buyer which are in addition or in contradiction to these Terms and Conditions shall only be valid if accepted by the Seller in writing.

2. Prices

Unless otherwise agreed in writing at the time of order confirmation, all prices and charges specified are based on US dollars, FOB origin and are effective for thirty (30) days from the date of any quotation. Transportation shall be by carrier of Seller's choice, at Buyer's risk and expense, with shipping and handling, insurance, and related charges added to the quoted price.

3. Taxes

Any sales, use, excise, or manufacturer's tax which may be imposed upon the sale or use of the Goods or any property tax levied after readiness to ship or any excise tax license or similar fee required under this transaction shall be in addition to the quoted prices and paid by Buyer. If Buyer is exempt from any taxes, Buyer shall furnish to Seller an appropriate tax exemption certificate in a form acceptable to the taxing authority.

4. Terms of Payment

Unless otherwise agreed by Seller in writing, payment terms are net thirty (30) days from date of invoice. A service charge of 1.5% per month, not to exceed the maximum rate allowed by law, shall apply to the portion of Buyer's outstanding balance which is not paid when due. If legal action is taken by Seller, Buyer shall be liable for Seller's reasonable attorney fees, plus other costs of such action.

5. Delivery, Risk of Loss and Shipment

(a) Delivery and performance dates specified herein or otherwise communicated to Buyer are on best efforts only and are based on conditions at the time Seller accepts Buyer's purchase order. Seller will make every reasonable effort to fill orders within the stated shipment schedule, but stated delivery dates are approximate only.

(b) Delivery shall be complete upon transfer of possession to common carrier, FOB origin, whereupon title and all risk of loss, damage or destruction to the Goods shall pass to Buyer.

(c) In the absence of specific instructions by Buyer, the carrier will be selected by Seller. In no event shall Seller be liable for any delay in delivery by the carrier, nor shall the carrier be deemed an agent of Seller.

(d) Seller reserves the right to make partial shipments and to submit invoices for partial shipments.

(e) Goods are non-returnable.

6. Changes and Cancellation

Orders accepted by Seller for Buyer specified Goods, or special orders, are not subject to change or cancellation by Buyer after manufacturing/procurement is in progress, except with Seller's written consent and upon payment of an appropriate charge to cover the cost or loss incurred by Seller. Unless otherwise agreed in writing, such charge shall not be

less than fifty (50%) percent of the price of the Goods subject to the change or cancellation.

7. Warranty

Seller warrants to Buyer that the Goods provided are free from defects in materials and workmanship for a period of not less than one (1) year from date of purchase.

This warranty covers the Goods, and it specifically excludes any further assembled products and/or installation labor. Seller will not be responsible for defects or non-compliance resulting from non-compliant or improper system construction or installation.

Buyer must send written notice of any claim under this warranty to Seller immediately after discovery of failure, detailing the extent of the problem. In the event of a claim that is determined by Seller to be within the scope and coverage of this warranty and to have been caused by nonconforming Goods, Seller's sole responsibility under this warranty (and Buyer's sole and exclusive remedy) shall be to repair or replace the non-conforming part or component, the choice of which shall be at Seller's sole option, or a refund or credit may be made as provided in the paragraph below.

This warranty shall not apply if the cable has been (a) subject to abuse, neglect, accident or misuse, modification, uses other than ordinary use, or any other cause beyond Seller's control (b) installed other than by well-experienced Installer in good standing at the time of installation; (c) repaired, altered, or rewired other than by well-experienced Installer personnel or (d) improperly constructed or installed (including without limitation contrary to the standards referenced in the first paragraph above as in effect at the time of installation).

This warranty is in lieu of all other warranties, whether written or oral, express, implied or statutory, including but not limited to any warranty of merchantability or fitness for a particular purpose.

In no event shall Seller be liable, whether in contract, tort, or under any other basis, for any damages sustained by Buyer or any other person arising from or related to loss of profit, data, time, use, revenues or the like or failure or interruption in the operation of any Goods, or for any incidental, consequential, indirect or special damages or liabilities, nor shall Seller's total liability for any claims or damages arising out of or connected with this warranty or the manufacture, sale, delivery or use of the Goods covered by this warranty exceed the purchase price of such Goods. The foregoing shall survive the failure of an exclusive remedy.

8. Exclusion of Further Liability

All cases of breach of Contract and the relevant consequences as well as all rights and claims on the part of the Buyer, irrespective on what ground they are based, are exhaustively covered by these Terms and Conditions of Sale. In particular, any claims not expressly mentioned for damages, reduction of price, termination of or withdrawal from the Contract are excluded. In no case shall the Buyer be entitled to claim damages other than compensation for costs of remedying defects in the Goods supplied. This in particular refers, but shall not be limited to, loss of production, loss of use, loss of orders, loss of revenue or profit and other direct



or indirect or consequential damage. The Seller's maximum liability under this Contract shall be the Contract price.

Statements regarding the suitability of Goods for any and all applications are based on Seller's knowledge of typical requirements. Such statements are not binding statements about the suitability of Goods for a particular application. It is the Buyer's responsibility to validate that Goods with properties described in the product specification are suitable for use in a particular application. Parameters provided in datasheets and / or specifications may vary in different applications and performance may vary over time. All operating parameters, including typical parameters, must be validated for each application by the Buyer's technical experts.

9. Intellectual Property Rights

All rights, title, and interests in the intellectual property (including, without limitation, all patents, copyrights, trade secrets, and trademarks) and written materials developed, designed or generated by Seller in the supply of Goods, belong solely and exclusively to Seller. Buyer and/or Buyer's customers are only granted a limited, revocable license to use such intellectual property and written materials solely to facilitate their sale and/or use of the Goods, as applicable.

10. Export

The Goods may be subject to export controls and regulations and export may require a validated export license. Buyer shall comply with all applicable export control laws and regulations, including but not limited to the Arms Export Control Act, International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), including obtaining any licenses or permits thereunder and any other applicable government directives related to export control. Buyer shall not transfer any export-controlled information (e.g. technical data) from the United States ("U.S.") to any non-U.S. person, country, government or entity without first complying with all the requirements of the ITAR or EAR, as applicable. No representations by the Seller, written or oral, shall relieve the Buyer of its obligations to comply with U.S. Export Regulations.

Buyer agrees to abide by and assist Seller in complying with any such export controls and regulations.

11. Changes to the Goods

Seller reserves the right to change the design, dimension, weight and specification of the Goods when necessary. Provided, however, Seller shall not make any change to Goods ordered by Buyer without the Buyer's consent if the change impairs the performance or function of the Goods.

12. Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by the local laws of the Commonwealth of Massachusetts.

13. Waiver

Waiver by Seller of any breach of any provision contained herein shall not constitute or be deemed to be a waiver of any other breach or of such provision. No amendment to or modification or alteration of the Contract shall be effective against Seller without Seller's specific written agreement thereto.

14. Dispute Resolution

(a) Any controversy or claim, whether based in contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement (the Dispute) shall be resolved solely in accordance with the terms of this Section 14.

(b) Disputes arising out of this Contract, not otherwise settled by mutual agreement between the parties, shall be settled by binding arbitration in Massachusetts, U.S.A. pursuant to the Commercial Arbitration Rules of the American Arbitration Association then in effect.

(c) Any dispute Buyer has against Seller with respect to this Agreement must be brought in accordance with Section 14 within one (1) year of the Goods being shipped to Buyer.

15. Entire Agreement

This Agreement is the entire Agreement between the parties with respect to the Goods provided hereunder and supersedes all prior Agreements, proposals or understandings whether written or oral. This Agreement may not be amended except by subsequent written Agreement signed by the authorized representatives of both parties.