



CENTURY SPRING CORP. / MWI
5959 Triumph Street
Commerce, CA 90040
PHONE (213) 749-1466
FAX (213) 741-8566

CUSTOMER ORDER ACKNOWLEDGEMENT

OUR ORDER NUMBER: E2000013186

Order Date: 11/14/2019

Page: 1

ISO 9001 CERTIFIED

Sold To
MBARI 7700 SANDHOLDT ROAD MOSS LANDING, CA 95039-9644 US

Ship To
MBARI 7700 Sandholdt Road Dale graves Moss Landing, CA 95039 US

CUSTOMER ID 41506
PHONE 8317751913
FAX
PAYMENT TERMS Due on receipt
FREIGHT TERMS paid

CUSTOMER PO.
REQUESTED SHIP DATE 11/14/2019
SHIPPING METHOD FEDEX GROUND
F.O.B. ORIGIN
SALES REP ID

ORDER QUANTITY	PART ID	REVISION	DESCRIPTION	☒	UNIT PRICE	EXT PRICE
10	72510S		COMP O=1.100,L= 2.50,W= .082	Y	\$10.17	\$101.70
	Your Part Number		\$7.88			
	Ship Date 11/14/2019					
1			FREIGHT CHARGES		\$17.13	\$17.13
	Your Part Number		\$1.33			
	Ship Date 11/14/2019					

Sub Total: \$118.83

Freight: \$0.00

Tax: \$9.21

Total Order Amount: \$128.03

We reserve the right to pass through increases in raw material, freight, energy and outside service cost in effect at time of manufacture.

Items ordered as part of a blanket or multiple release agreement must be taken with 12 months of manufacture
Quantity +/- 10% unless otherwise noted above. The attached CSC/MW Industries Terms and Conditions of Sale apply
A Conformance Certification Document will be supplied with your parts

CSC/ MWI

TERMS AND CONDITIONS OF SALE

GENERAL-This agreement contains all the Terms and Conditions of sale and purchase of the products named herein and constitutes the complete understanding of the parties with respect thereto. No modification, extension, or release from any provision hereof shall be effected by mutual agreement, acceptance of purchase order forms, or otherwise, unless the same shall be in writing, signed by the other party, and specifically described as an amendment or extension of this agreement. PRICE-Prices are based on existing labor and material costs and are subject to revision if either is revised prior to shipment of total order. Prices include domestic shipment packaging. Additional charges will be quoted for export packaging. Any subsequent change in Buyers purchase order may result in a price change. TOOLING-Payment of initial charges for tooling (including tools, dies, jigs, fixtures, patterns and gages) supplied by Seller conveys neither ownership nor the right of removal, which a Buyer may obtain only by making a fair reimbursement, as agreed upon between Buyer and Seller, for the total cost of said items for their maintenance and storage. Seller agrees to keep tooling in reasonably good condition so long as it remains in Sellers control, but accepts no responsibility for its operation thereafter. Seller may scrap tooling inactive for a period of two(2) years upon sixty (60) days prior written notification to Buyer unless directions to the contrary are received within the sixty days. Any resulting scrap value of tooling shall inure to Seller as payment for storage and maintenance costs. Buyer will be charged for costs incurred by Seller in connection with the adaptation, modification, or excessive maintenance of tooling furnished by the Buyer. TAXES-Buyer will reimburse Seller for any taxes which Seller may be required to pay or collect under any existing or future law arising out of the sale, purchase, manufacture, delivery, storage, processing, use consumption or transportation of the products covered by this agreement. WARRANTY-Seller warrants all products sold for one year from date of shipment to Buyer against defective material or workmanship (but not against damage caused by accident of abuse) when such products are used on vehicles the specification of which have been approved by Sellers Engineering Department. "Sellers warranties and certification hereunder are void, and Buyer assumes all responsibility if additions or modifications to Sellers products sold hereunder are made unless such modifications or additions are approved by Seller, in writing or are in accordance with Sellers published recommendations. Seller neither warrants nor certifies the performance of products which, at the request of the Buyer, incorporate components of other manufacturers, nor does Seller certify or warrant the materials or workmanship of said components nor their compatibility or suitability when incorporated into Sellers product." Seller will at its option repair or replace such products, free of charge, if found on examination by it to be defective and if any necessary return charges are prepaid. SELLER MAKES NO WARRANTY AS TO MERCHANTABILITY OR, EXCEPT AS STATED ABOVE, AS TO FITNESS OF PRODUCTS FOR A PARTICULAR PURPOSE. The above warranty and the above obligation to repair or replace are complete and exclusive and the Seller expressly disclaims liability for special or consequential damages of any nature. If it is necessary to return any products under this warranty, Buyer agrees not to make any deduction on account thereof from remittances or current accounts while claims are in process of disposition. Any expense incurred without Sellers consent for repairs or replacement will not be allowed. The use of any but genuine MWI parts will nullify this warranty. SHORTAGES, DAMAGE IN TRANSIT-If the quantity of products received by Buyer shall be less than the quantity shown in the invoice, or if the products received by Buyer shall have been damaged in transit, Buyer shall, within thirty (30) days after receipt of such products give written notice of such shortage or damage to the agent of the delivering carrier and in order to substantiate a formal claim when and if

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ORDER QUANTITY	PART ID	REVISION	DESCRIPTION	UNIT PRICE	EXT PRICE
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presented, and Buyer shall send a copy of such notice to Seller. **DELAY OR NONPERFORMANCE**- Seller shall not be liable for delay or failure in performance due to fires, floods, unusually severe weather, strikes, or other differences with workmen, accidents, labor or material or transportation shortages, war (declared or undeclared) riot, governmental orders or regulations, legal interferences or prohibitions, defaults on the part of suppliers, or other causes beyond Sellers reasonable control. **SHIPMENT, CANCELLATION OR ORDER BY SELLER**- Partial shipments shall be permitted, and Seller may invoice each shipment separately. Shipments and deliveries shall at all times be subject to the approval of the Sellers Credit Department. If Seller shall for any reason be in doubt as to the financial responsibility of Buyer, Seller may decline to make deliveries except on receipt of cash in advance or other security satisfactory to Seller. If Buyer fails to fulfill the terms of payment, Seller may cancel the contract. **CANCELLATION OF CHANGES BY BUYER**-Orders in process may be cancelled only with Sellers written consent and upon payment of Sellers cancellation charges. Orders in process may not be changed except with Sellers written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price. **PATENT INDEMNITY**-Except as to products manufactured to designs or specifications of Buyer, Seller agrees to indemnify and hold Buyer harmless from liability for costs and damages awarded against Buyer in any civil action for infringement of any US patent claims allegedly covering products in the form in which they are furnished hereunder and provided Buyer has give Seller notice within ten (10) days of the date of service of complaint upon Buyer and has permitted Seller to control the defense of such suit. However, in no event shall Seller be liable for any infringement by Buyer resulting from the use or sale of the products furnished hereunder where such products are suitable for substantial noninfringing use. Buyer shall indemnify and hold Seller harmless from liability for costs or damages awarded against Seller in any civil action for infringement of any US patent claims allegedly covering the products manufactured to designs or specifications of Buyer. **DATA**-Any specification, drawings, technical information or other data furnished by the Seller to Buyer shall remain Sellers property, shall be kept confidential by the Buyer, and shall be returned to Seller at Sellers request. **WAIVER OF BREACH**-No waiver by Seller of any breach of these provisions shall constitute a waiver of any other breach. **CONSEQUENTIAL DAMAGES**-Seller shall not be liable hereunder to Buyer or others claiming through Buyer for special or consequential damages for any reason whatsoever. **LAWS**-To the best of Sellers knowledge and belief, it is in compliance with all local, state and federal laws and Executive Orders, Rules and Regulations issued thereunder, whether now in force or hereafter made effective shall be no greater as a result of this agreement and no greater than required by such laws and Seller expressly disclaims assumptions of any of Buyers obligations under such laws. **ACCEPTANCE**-Buyer must notify Seller at once if the foregoing Terms and Conditions are not acceptable. **COMPLIANCE WITH MOTOR VEHICLE SAFETY STANDARD**-Seller certifies that all products sold hereunder comply with all applicable legal standards in effect on the date hereof issued under the Federal Motor Vehicle Safety Act and/or the Occupational Safety and Health Act if the products are properly assembled and integrated into a vehicle produced and certified by Buyer. Except as specifically provided for above, Seller does not certify compliance of the products with any other motor vehicle safety law or regulation.