



Quotation/Purchase Agreement

Prepared For: Mark Chaffey

Submitted By: Andy Wiswell

Quotation/Purchase Agreement



Sony Electronics Inc.
1 Sony Drive
Park Ridge, NJ 07656

Company Acct: 0001001607
Salesperson ID: 1000009888
Salesperson Name: Andy Wiswell
Salesperson Email: andy.wiswell@sony.com

Proposal Number: Q-00046426
Proposal Name: HDCP50
Proposal Date: 3/14/2019 9:37:17 AM
Proposal Expiration: 12/29/2019

Sold To: Monterey Bay Aquarium
Research
7700 Sandholdt Road
Moss Landing, CA 95039-9644

Ship To: Monterey Bay Aquarium Rch
Inst
7700 Sandholdt Road
Moss Landing, CA 95039-
0000

Attn: Mark Chaffey **Phone: 831-775-1708**

Email: chma@mbari.org

Requested Delivery Date: 11/29/2019

End User:

Partial Shipments Accepted: Yes

End User Contact Name:

Special Remarks:

Reseller Name:

Shipping Method:

Reseller Contact Name:

Shipping Instructions:

Reseller Contact Email:

Sony hereby quotes to Company the following:

Reseller Contact Phone:

Item No.	Quantity	Model	Description	Unit Price	Ext Unit Price
1	1	HDCP50	4K Global Shutter CMOS POV Camera	\$ 32,625.00	\$ 32,625.00
2	1	HZCUHD50	4K Permanent Software for the HDC-P50	\$ 12,975.00	\$ 12,975.00

Product Price Total

\$ 45,600.00

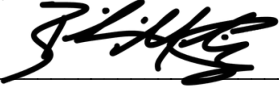


PURCHASE AGREEMENT ACCEPTANCE

By signing below, Company hereby orders and agrees to purchase and/or license the Products from Sony on the terms and conditions set forth in this Quotation. The terms and conditions set forth throughout this Quotation, and the terms and conditions contained in any appendices attached to it, will, when accepted by Sony, form an Agreement between the parties. This Agreement is not binding upon Sony until Sony's written acceptance of it in the space provided below or by Sony's performance hereunder. This document may be construed as an offer or an acceptance of an offer. If it is construed as an offer, then the offer expressly limits acceptance to its terms and conditions and constitutes notice of objection to any additional or different terms in the acceptance so as to preclude the inclusion of any additional or different terms in any resulting agreement. If it is construed as an acceptance, then acceptance is conditioned on Company's assent to any additional or different terms set forth in it.

Company

Sony

By: 

(Authorized Signature)

By: _____

(Authorized Signature)

Print Name: Basilio Martinez

Print Name: _____

Print Title: CFO Date: November 27, 2019

Print Title: _____ Date: _____

Terms and Conditions

ARTICLE 1.0 - CERTIFICATION: Company certifies that it will purchase Products only as a bona fide end user, for its own internal use, and except for used Products, will not resell same, unless otherwise provided in this Agreement.

ARTICLE 2.0 - PREVAILING TERMS AND CONDITIONS: Except in the event of Sony financing of the Products hereunder, the terms and conditions of this Agreement, and the terms and conditions contained in any Appendices to this Agreement, together form the entire agreement between the parties. Any terms or conditions contained in any Company purchase order, request for quotation, acceptance or other purchasing documents concerning Products which are inconsistent with, different from or in addition to the terms and conditions of this Agreement are void.

ARTICLE 3.0 - APPROVAL OF ORDERS: This Agreement and all Company purchase orders for Products under this Agreement are subject to acceptance by Sony, including, if appropriate, approval by Sony's Credit Department. Upon notice by Sony, Company will furnish Sony such financial information as Sony may reasonably request for this approval. Sony may, in its sole discretion, cancel this Agreement at any time or delay shipment of Products if Company fails to meet credit requirements established by Sony.

ARTICLE 4.0 - PRODUCTS: Products covered by this Agreement, and the quantities thereof, are only those specifically identified in this Agreement. Products may be added to this Agreement only by the parties' agreement in writing. Sony may make changes to Products that do not adversely affect their form, fit or function without the prior approval of or notification to Company. Sony will give Company prior notice if Sony makes changes to Products that affect their form, fit or function or discontinues any Products prior to fulfillment hereunder. In such event, Sony will use reasonable efforts to find a substitute Sony Product acceptable to Company, in Company's sole discretion, but, failing that, then either party may cancel any Company purchase order for Products to the extent not previously fulfilled by giving the other notice, and neither party will be liable to the other for damages resulting from that cancellation.

ARTICLE 5.0 - PRICES AND PAYMENT: Company will pay Sony those prices indicated in this Agreement for Products. Unless otherwise provided, Sony may change prices for any Products, whose estimated delivery date indicated in this Agreement is more than sixty (60) days after the date hereof, by giving Company prior notice. If because of any price increase, Company does not wish to purchase Products previously ordered, then Company may, as its sole remedy, cancel this Agreement to the extent not previously fulfilled by giving Sony notice within ten (10) days of that notice. Unless otherwise provided in this Agreement, Company must pay for Products in full within thirty (30) days of their invoice date. Company may not make deductions or offsets of any kind from payments due Sony unless Company has received a written credit memorandum from Sony authorizing that deduction or offset.

ARTICLE 6.0 - TRANSPORTATION COSTS: Unless otherwise provided in this Agreement, the prices for Products indicated in this Agreement exclude all transportation costs, including, but not limited to, freight, insurance and special handling and packaging, and Sony will prepay these costs and invoice them to Company.

ARTICLE 7.0 - TAXES: The prices for Products indicated in this Agreement exclude all taxes, including, but not limited to, sales, excise or use taxes. Company shall pay all sales, use, ad valorem, excise and/or any other taxes imposed on either party by virtue of this Agreement, except for taxes based on Sony's net income. Sony will invoice Company for any of these taxes Sony is legally obligated to collect from Company.

ARTICLE 8.0 - ADJUSTMENTS: If the prices for Products indicated in this Agreement are prices which have been reduced, either based: (a) on Company's representation that Company would purchase certain minimum quantities of Products and Company fails to purchase those minimums; or, (b) on Company's representation that Company was purchasing Products for its own use and not for resale but Company resells same, then, in addition to any other remedies available to Sony under this Agreement or allowed by law for that default, Sony may retroactively increase those prices to make them equal to those prevailing for the quantities of Products actually purchased by Company and/or for the appropriate resale class of trade, and Sony will invoice Company for any resulting increase in prices.

ARTICLE 9.0 - FINANCE CHARGE/COSTS OF COLLECTION: If Company fails to pay Sony for Products when due, then, in addition to any other remedies available to Sony under this Agreement or allowed by law for that default, Company will pay Sony an additional monthly financing charge equal to the lesser of: (a) one and one-half percent (1.5%); or, (b) the maximum monthly interest rate allowed by law; of any amounts past due, chargeable during each month that payment remains outstanding and Sony's reasonable expenses of collection, including, but not limited to, attorneys' and experts fees and court costs.

ARTICLE 10.0 - DELIVERY: All delivery dates for Products indicated in this Agreement are estimates given for reference only and Sony will use reasonable efforts to meet them. Company will not be excused from its obligation to pay for Products when finally delivered or from any of its other obligations hereunder. However, if Sony delays delivery of Products by more than sixty (60) days after the estimated delivery date, then Company may, as its sole remedy, cancel any Company order for Products to the extent not previously fulfilled by giving Sony notice within ten (10) days, and neither party will be liable to the other for damages resulting from that cancellation.

EXCEPT FOR THE FOREGOING WARRANTIES, SONY HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY WARRANTY WITH REGARD TO ANY CLAIM OF INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312 (3) OF THE UNIFORM COMMERCIAL CODE AND/OR IN ANY OTHER COMPARABLE STATE STATUTE RESPECTING PRODUCTS IS EXPRESSLY EXCLUDED. SONY HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT PRODUCTS ARE COMPATIBLE WITH ANY COMBINATION OF NON-SONY PRODUCTS COMPANY MAY CHOOSE TO CONNECT TO PRODUCTS.

ARTICLE 15.0 - LIMITATION OF LIABILITY: THE LIABILITY OF SONY, IF ANY, AND COMPANY'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER UNDER THIS AGREEMENT, REGARDLESS OF LEGAL THEORY, WILL NOT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF THOSE PRODUCTS WITH RESPECT TO WHICH SUCH CLAIM IS MADE. UNDER NO CIRCUMSTANCES WILL SONY BE LIABLE TO COMPANY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATIVE TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR COMPENSATION, REIMBURSEMENT OR LOSS OF PRESENT OR PROSPECTIVE PROFITS, EXPENDITURES, INVESTMENTS OR COMMITMENTS, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, COST OF CAPITAL, OR FOR ANY OTHER REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO THE CLAIMS OF ANY THIRD PARTY. This limitation of liability will in no way affect Company's right to seek appropriate relief at law arising from or incident to any death, personal injury or property damage which is in any way connected to Sony's negligence, willful misconduct or strict liability in tort with respect to Products and their use.

ARTICLE 16.0 DEFAULTS: If Company is in default of any of the terms or conditions of this Agreement or any other agreement with Sony Electronics Inc., Sony may suspend further performance under this Agreement.

ARTICLE 17.0 - TRADEMARKS: Company acknowledges the validity of Sony's tradenames and trademarks appearing on Products, and Company will have no right to or interest in any trademarks or tradenames owned, used or claimed now or in the future by Sony or Sony Corporation (Japan).

ARTICLE 18.0 - NOTICES: Any notice given under this Agreement will be deemed to be sufficiently given when sent in writing by certified or registered mail or by facsimile or other rapid form of transmission where receipt is acknowledged to the parties at their respective addresses set forth herein or as those addresses may be subsequently changed by giving notice. The date of mailing or transmission of any notice hereunder will be deemed the date on which that notice has been given.

ARTICLE 19.0 - EXPORT: Company will not export any Products or related technology or software in violation of applicable U.S. laws and regulations. Company will be responsible for obtaining any required export licenses for Products.

ARTICLE 20.0 - ASSIGNMENT: Company may not assign any of its rights or delegate any of its duties or obligations under this Agreement without Sony's prior written consent, which consent will not be unreasonably delayed or withheld. Any assignment or delegation hereof by Company without Sony's consent will be deemed void.

ARTICLE 21.0 - WAIVER: Either party's waiver of the other's default in its obligations under any term or condition of this Agreement will not in any way limit or affect that party's right to enforce and compel strict compliance with that term or condition at any other time or with any other term or condition.

ARTICLE 22.0 - REMEDIES: Each specific right or remedy accorded either party under this Agreement will not be exclusive but cumulative of all other rights and remedies accorded that party hereunder or allowed by law therefor.

ARTICLE 23.0 - INVALIDITY: If any term or condition of this Agreement is held invalid or unenforceable by any court, in whole or in part, that term or condition will be construed and enforced to the greatest extent possible and the validity of the remaining terms and conditions will not be affected thereby.

ARTICLE 24.0 - CHOICE OF LAW: This Agreement will be construed and enforced in accordance with the laws of the State of New Jersey, without reference to its conflicts of law principles.

ARTICLE 25.0 - SOFTWARE: Any License Agreement enclosed in the original factory packaging for Products will state those additional terms and conditions of any license granted to Company applicable to those Products. In all other cases, any software furnished by Sony under this Agreement is done so on a non-transferable license-to-use basis and all right, title and interest therein is and will remain vested exclusively in Sony or its licensors. Company will not decompile, disassemble, or otherwise derive the source code of any software furnished by Sony nor will Company make any copies of such software, except that Company may make one

ARTICLE 11.0 - METHODS AND POINT OF DELIVERY: Unless otherwise provided in this Agreement, Sony will choose the carrier for shipping Products, and all shipments of Products to Company will be from F.O.B. a Sony U.S. warehouse.

ARTICLE 12.0 - TITLE AND RISK OF LOSS: Title and risk of loss of or damages to any Products will pass to Company upon Sony's delivery of them to the carrier. All claims for damage to or loss of Products must be made by Company directly to the carrier or the insurance company (as may be the case).

ARTICLE 13.0 - FORCE MAJEURE: Each party will be excused from any default in its obligations under this Agreement, other than the payment of money due, resulting from any act or event beyond its reasonable control or responsibility, including, but not limited to, acts of God, accident, fire, flood, storm, riot, war, sabotage, explosion, strike, lockout, labor disturbance, national defense requirement, governmental action, law, ordinance, rule or regulation, whether valid or invalid, inability to obtain or curtailment of electricity or other types of energy, raw material, labor, component products or transportation, failure of normal sources of supply, or any similar or different contingency which would make performance or timely performance commercially impracticable. The party relying on any of these acts or events of force majeure must give the other notice thereof promptly after it becomes known to that party. If any of these

acts or events of force majeure exceed sixty (60) continuous or cumulative days, then either party may, as its sole remedy, cancel this Agreement to the extent not previously fulfilled by giving the other notice, and neither party will be liable to the other for damages resulting from that cancellation.

ARTICLE 14.0 - LIMITED WARRANTY: The warranty cards accompanying or enclosed with Products state Sony's limited warranty to Company applicable to those Products. If Products are not accompanied by warranty cards, Sony's then current warranty applicable to those Products will apply. Unless a separate service agreement has been entered into between the parties, all repairs to or replacements of Products after the expiration of the applicable warranty period will be Company's responsibility.

(1) copy of each such software Product for backup purposes only. Company will return or destroy all copies of software upon cessation of related Product usage. All software furnished by Sony is to be considered confidential information and will be held by Company in strict confidence and disclosed on a need-to-know basis to only those of its employees who have agreed in writing to maintain the confidentiality of Company provided third party confidential information.

ARTICLE 26.0 - ENTIRE AGREEMENT: This Agreement and any Appendices to this Agreement supersedes terminates and otherwise voids any and all prior written and/or oral agreements between the parties with respect to Products. There are no warranties, representations, or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth herein. This Agreement may be modified only by a written instrument signed by both parties making specific reference hereto.