

QUOTATION

THE LEE COMPANY TECHNICAL CENTER	MIDWEST REGIONAL OFFICE	X WEST COAST REGIONAL OFFICE
2 PETTIPAUG ROAD, P.O. BOX 424 WESTBROOK, CT 06498-0424 PHONE - General Offices (860) 399-6281 FAX (860) 399-7058	9701 WEST HIGGINS RD., #380 ROSEMONT, IL 60018 PHONE (773) 693-0880 FAX (773) 693-7159	7755 CENTER AVENUE, #1020 HUNTINGTON BEACH, CA 92647 PH: (714) 899-2177 (888) 533-7584 FAX: (714) 899-2176
TEXAS REGIONAL OFFICE	MICHIGAN REGIONAL OFFICE	FLORIDA REGIONAL OFFICE
500 THROCKMORTON STREET, SUITE 2708 FORT WORTH, TX 76102 PHONE (817) 336-9800 FAX (817) 336-9805	26911 NORTHWESTERN HWY., #300 SOUTHFIELD, MI 48034 PHONE (810) 262-1444 FAX (810) 262-1406	1511 N WESTSHORE BLVD, SUITE 200 TAMPA, FL 33607 PHONE: 813-287-9293
TO: Brett Hobson / Jon Erikson MONTEREY BAY AQUARIUM RESEARCH INST 7700 SANDHOLDT ROAD MOSS LANDING, CA 95039 USA		WE ACKNOWLEDGE AND THANK YOU FOR YOUR INQUIRY AND QUOTE YOU AS FOLLOWS. QUOTE GOOD FOR 10 DAYS.

DELIVERY TIME		TERMS	F.O.B.	INQUIRY NO.	DATE
Noted by Line Item		½% 10 NET 30 DAYS	WESTBROOK, CT		7/17/24
ITEM	QUANTITY	DESCRIPTION			UNIT PRICE
1	1-2	Part Number: SDPX0504500B			\$1,884.050
		Description: 2-way Solenoid Valve, 0-3,000 PSID, Zero Leak (Discount Price for Development 2 pcs – normal MOQ 10 pcs)			
		Lead Time: 1-2 weeks ARO			
2	1-2	Part Number: GPSX0501200B			\$4,565.00
		Description: 22mm Axial Piston Pump – with custom seal for customer manifold application - NON-CERTIFIED PROTOTYPE			
		Lead Time: 2 pcs 18-24 Weeks ARO			
3	1-2	Part Number: GPSA0223003E			\$4,475.00
		Description: 22mm Axial Piston Pump – Designed for submersion, no seal on bearing drive shaft – customer must add seal			
		Lead Time: 1-2 Weeks ARO			
4	1-2	Part Number: BPOX0505100B			\$3,000
		Description: Shutoff Valve *Non-Certified Prototypes*			
		Lead Time: 5 Weeks ARO			
5	1-2	Part Number: JEVC1830366H			\$1,341.610
		Description: JEVA Restrictor 36,600 Lohms installed in fitting			
		Lead Time: 7 Weeks ARO			
6	1-2	Part Number: JEVA1830366H			\$781.770
		Description: JEVA Restrictor 36,600 Lohms			
		Lead Time: 1-2 Weeks ARO			
7	1-2	Part Number: CSRA2506005A			\$707.040
		Description: .250 Zero Leak Check Valve, Reverse			
		Lead Time: 1-2 Weeks ARO			
8	1-2	Part Number: BASA3121151A			\$372.970
		Description: Hi-Bar Boss Access Screen -02 Thread 15-5			
		Lead Time: 1-2 Weeks ARO			
9	1-2	Part Number: FSHB2500115A			\$588.960
		Description: Hi-Bar Boss Mount Screen .250 15-5			
		Lead Time: 4 Weeks ARO			
		🔧 TO AVOID ANY DELAYS 🔧			

		<i>LEE COMPANY PART NUMBER MUST BE ON P.O.</i>	
		<i>AT TIME OF PLACEMENT</i>	
		<i>THANK YOU</i>	
		LEE STANDARD C of C WILL BE SUPPLIED AT NO CHARGE	

Mark H. Nuytkens
860 876 2185

nuytkensm@theleeco.com

THIS QUOTATION IS SUBJECT TO THE TERMS AND CONDITIONS OF THE LEE COMPANY

All shipments must be completed within (1) year from the date of order entry w/ maximum of four (4) separate shipments.

Form No. Lee #193

The Lee Company Terms and Conditions of Sale

Effective August 15, 2022

1. Applicability

These terms and conditions of sale (these "Terms") are the only terms which govern the sale of goods (the "Goods") by The Lee Company (the "Seller" or "Lee") to the buyer named on the applicable quotation, confirmation of sale, invoice or other document to which they are attached or referenced (the "Buyer"). The quotation, confirmation of sale, or invoice (the "Sales Confirmation") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase, regardless of whether or when Buyer has submitted its purchase order or such terms. In cases where Lee has agreed to access Buyer's website for order management, **Lee expressly rejects any Buyer terms and conditions** that may be attempted to be imposed in the process of obtaining or utilizing sign on privileges or passwords. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. Seller may, in its sole discretion and at any time for any reason, change these Terms or any policies, instructions or guidelines. It is the Buyer's responsibility to review, understand and comply with these Terms and any related policies, instructions or guidelines which may be updated from time to time and posted on the Seller's website. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

2. Title

Title to the Goods is to remain with Lee until the full purchase price is paid. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Connecticut Uniform Commercial Code.

3. Shipments

All shipments are FOB Westbrook, CT. All shipments must be completed within one (1) year from the date of order entry with a maximum of four (4) separate shipments. Buyer may request additional shipments which Lee may approve and Buyer may be subject to additional charges. For shipments to destinations inside continental United States, the risk of loss or damage to the Goods shall be assumed by Buyer on and as of the date of shipment. For shipments to destinations outside continental United States, the risk of loss or damage to the Goods shall be assumed by Buyer upon arrival at the Port of Entry of the country that is the ultimate destination.

4. Modification or Cancellation of Orders

Lee will consider any request of the Buyer for modification or cancellation of its order, but the order may not be modified or cancelled without the written consent of Lee. Cancellations may be accepted by Lee upon compensation for work or services in-process, including raw material, components and finished Goods. As appropriate, Buyer will reimburse Lee for unearned quantity discounts if quantities are reduced. Any agreement by Lee to modify an order does not constitute an agreement to change these Terms, which shall continue to apply in full force and effect.

5. Changes to Delivery Schedule

Buyer may request changes to a delivery schedule and the request will be evaluated by Lee for feasibility. Any such request may result in extra charges. Requests for delivery date changes after Lee has shipped a product may be subject to reinspection and restocking charges.

6. Quantity Variance

On all non-standard components, Lee reserves the right to ship (and invoice for) from +10% to -5% of the quantity ordered, and, in such event, Buyer shall not be entitled to object to or reject the product or any portion of them by reason of the surplus or shortfall and shall pay for the product at the price set forth in the sales confirmation adjusted pro rata.

7. Terms of Payment

A separate invoice will be issued for each shipment. Production Preparation Charges ("PPC"), when applicable, will be invoiced at the time the order is entered. Subject to credit approval, all payments are due within 30 days of the invoice date. Buyer shall make payment in US dollars. A discount of 0.5% is allowed for payment received within ten (10) days of invoice date. If any payment due hereunder is not made on the date that it is payable, in accordance with these Terms, Buyer agrees to pay all costs of collection, including without limitation, reasonable attorneys' fees and interest of 1.5% per month. The acceptance of late payments does not constitute a waiver of this paragraph on subsequent invoices. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

8. Limited Warranty

Lee is proud to warrant to Buyer that, during the Warranty Period (as defined below), the Goods are free from defects in design, workmanship and materials and that they conform to any applicable specifications, drawings or approved samples (the "Limited Warranty"). The Goods will only operate as well as the systems in which they are installed. Lee therefore expects that the Buyer will be responsible for the proper design and fabrication of the systems in which the Goods are used. To assist customers, Lee maintains a staff of sales engineers that can recommend the proper Lee products to satisfy a particular system requirement.

Subject to the limitations set forth herein, should the Goods not comply with the Limited Warranty within a four (4) year period or the product's published cycle life, whichever is less (the "Warranty Period"), Lee will, in its sole discretion, either (a) repair or replace such Goods (or the defective part) or (b) credit or refund the price of such product at the pro rata contract rate provided that, if Lee so requests, Buyer shall, at Lee's expense, return such Goods to Lee.

EXCEPT FOR THE LIMITED WARRANTY, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY, OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE

OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Lee shall not be liable for a breach of the Limited Warranty unless: (a) Buyer purchased the items from Lee or a Lee authorized representative (as per Lee website); (b) Buyer gives written notice of the defective Goods, reasonably described, to Seller within fifteen (15) days of the time when Buyer discovers or ought to have discovered the defect; (c) the potentially defective Goods have been returned to Lee for analysis; (d) Lee engineering has determined the Goods to be defective; and (e) the Goods have not been subject to any modification or replication program (i.e. reverse engineering), either formal or informal, sponsored or supported by Buyer.

THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND LEE'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10. Production Preparation Charges

Lee offers a wide range of off-the-shelf catalog components to help designers find the solution to their problems. For a non-standard component, Lee is pleased to design and manufacture variations to our standard components on a prototype basis and for future production.

Our policy for Specially Fabricated Parts is as follows:

1. At the time an order is placed, a PPC will be billed to the Buyer. This charge is usually non-recurring and includes the partial costs of design, manufacturing, testing, associated drawings, tooling, manufacturing procedures, and other expenses necessary for development of a special component.
2. The design of this special part, as well as all patents, drawings and tooling, will be the exclusive property of Lee.
3. Changes in the original part specification could result in extra charges.

11. Proprietary Rights and Intellectual Property

Any and all know-how, confidential information, intellectual property rights, including, without limitation, patents, trademarks, service marks, design rights (whether registered or unregistered), copyrights, and any application for any of the foregoing, developed by Lee, or on behalf of the Buyer, whether alone or in collaboration with the Buyer, (the "Intellectual Property") shall be, and are hereby assigned by Buyer to be, the sole and exclusive property of Lee. The Buyer shall not use the Intellectual Property other than for purposes of this Agreement or the use of the Goods. The Buyer shall keep confidential all information and documents not in the public domain that Lee makes available to it, or that it otherwise acquires relating to Lee's business, or that it creates or produces in connection with this Agreement. The Buyer shall not use or cause to be used such information or documents other than for the purposes of this Agreement. The obligations and assignments under this section shall continue in force notwithstanding the termination or completion of this Agreement, or the breach of other provisions hereof. Lee retains all proprietary and intellectual property rights and the exclusive right to manufacture the Goods. Unlimited rights, as described in DAR 7-104.9(b), are not transferred to the Buyer.

12. Returns

No returns will be accepted without Lee's authorization. Standard products that are returned for reasons other than damage or defect, will be subject to a 25% reinspection and restocking charge. Custom items may be subject to additional charges. No credit will be allowed for any returns which have been altered or defaced in any way. Returned parts must be unopened in their original package, and returned within 12 months of purchase. Buyer has no right of setoff for returned Goods unless credit is issued by Lee.

13. Pricing

Buyer shall purchase the Goods from Seller at the price(s) set forth in Sales Confirmation. Seller's prices are held firm for shipments that occur within one (1) year of order entry. Unless otherwise indicated on the quotation provided to Buyer, written quotation by Seller shall expire automatically ten (10) days after the date appearing on the quotation. Prior to the expiration date, any quotation is subject to change by Seller at any time upon written notice to Buyer unless Seller receives and accepts Buyer's order within the aforementioned validity period.

All prices are exclusive of sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

14. Delivery Dates

Lee will attempt to meet Buyer delivery date requirements within quoted lead times. Due to the proprietary nature and high quality specifications of the Goods, forces beyond Lee's control may negatively affect availability of Goods for shipment. Accordingly, Lee does not accept any responsibility for claims of damages due to late delivery. Additionally, Buyer's bankruptcy or failure to abide by credit terms will result in shipments being withheld.

Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

15. Drawings and Certifications

Lee standard products are manufactured in accordance with engineering drawings, specifications and processes that are defined and selected by Lee. Lee is not obligated to verify that standard products are in accordance with any customer specifications, drawings, or part numbers issued or referenced by other parties. Purchase orders for standard Lee parts ("A" items) must call out the Lee part number, and not the Buyer's part number as the governing part number for the transaction. In the case of purchase orders for special Lee parts, the purchase order may call out both the Lee P/N and the Buyer's P/N. Buyer is required to sign off on all special Lee part drawings, to confirm the products "match". Certifications of conformance will be limited to the Lee P/N for "A" items. For special Lee parts the Lee part number and/or the customer part number may be listed. For parts designed specifically for an application or if Buyer references their part number on their purchase order, Buyer will supply all

required drawings and documentation in a timely manner. Lead times do not begin until Buyer has completed this process.

16. Website Drawings

The dimensions and configurations on the Lee website are for reference purposes only and may be updated at any time. Current inspection drawings are available at Lee Company sales offices.

17. Default

The occurrence of any of the following events shall constitute a default:

- A. Failure to pay Lee when due any amount payable for any liabilities of the Buyer;
- B. Any statement, representation or warranty made herein or any related writing including credit information at any time furnished by the Buyer to Lee that is false or breached in any material respect;
- C. Buyer fails to observe or perform any covenant or agreement;
- D. Buyer, or a third party upon Buyer's behalf, undertakes any effort to replicate, redesign, reverse engineer or manufacture any item using Lee's proprietary information or Lee's product itself.
- E. Buyer becomes insolvent or commits any act of bankruptcy or makes a general assignment for the benefit of creditors, or if any proceeding is instituted by or against it for any relief under any bankruptcy or insolvency laws, or if a receiver is appointed for or a writ or order of attachment of government is made or issued against or if any proceeding or procedure is commenced or any remedy supplementary to or in enforcement of a judgment is employed against or with respect to any property of Buyer; or
- F. Termination or suspension of transaction of the usual business of the Buyer.

18. Remedies Upon Default

If Buyer fails to perform as specified herein, or if any event of default as defined in the foregoing paragraph shall occur, Lee may at its option and in addition to any remedies that may be provided under these Terms, deem the order cancelled, cease further work on the Goods sold hereunder and Buyer shall upon written notice by Lee, immediately pay Lee the measure of damages set forth in the paragraph hereof entitled "Modification or Cancellation of Orders."

19. Insurance

Seller and Buyer shall each carry insurance coverage in types and amounts adequate to protect against any losses, damages, liabilities or expenses that may reasonably be expected to be incurred under a purchase order, and both shall keep such insurance coverage in effect until the conclusion of the purchase order. Seller shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it and/or its insurance carrier may have. Seller will not name the Buyer as an additional insured under any of its insurance policies.

20. Indemnity

Buyer agrees, as a condition of use and at its own expense, to indemnify Lee against any and all liabilities, judgments, damages or expenses (including reasonable outside attorneys' fees) resulting from breach or claimed breach of these Terms.

21. Waivers of or Modifications to Terms and Conditions

These Terms may only be amended or modified in writing by an authorized representative of Seller. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22. Quality

Seller operates under three Quality Management Systems: Aerospace – AS9100, ISO9001, AS/EN/JISQ9100; Industrial Microhydraulic (IMH) – ISO/TS 16949; and Electro-Fluidic Systems (EFS) – ISO 9001.

23. Audit

Subject to Seller's reasonable security and confidentiality procedures, Buyer may at any time upon prior reasonable notice to Seller, during normal business hours, audit Seller's facilities and non-proprietary and non-financial records to determine Seller's compliance with the purchase order.

24. Force Majeure.

Lee is not liable for delay or failure to perform any of its obligations by reason of events or circumstances beyond its reasonable control. Such circumstances include without limitation: accidents, labor disputes or stoppages, government acts or orders, acts of nature, pandemics, epidemics, other widespread illness, or public health emergency, delays or failures in delivery from carriers or suppliers, shortages of materials, war (whether declared or not) or the serious threat of same, riots, rebellions, acts of terrorism, fire or any reason whether similar to the foregoing or otherwise. Lee will resume performance as soon as practicable after the event of force majeure has been removed. All delivery dates affected by force majeure shall be tolled for the duration of such force majeure and rescheduled for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist. Force majeure shall not include financial distress, insolvency, bankruptcy, or other similar conditions affecting one of the parties, affiliates and/or subcontractors.

25. No Assignment

Buyer cannot assign or delegate any of its rights or obligations hereunder to any third party without the prior written consent of Seller.

26. Ethics

Buyer, including its officers, directors, employees and agents, shall use only legitimate, legal and ethical business practices to perform these Terms. Buyer agrees to abide by Seller's Code of Conduct and Ethics, which is located on Seller's website at [Code of Conduct and Ethics | The Lee Co.](https://www.theleeco.com/support-resources/lee-company-quality-assurance/code-of-conduct-and-ethics/) [https://www.theleeco.com/support-resources/lee-company-quality-assurance/code-of-conduct-and-ethics/]

27. Confidentiality

Buyer acknowledges and agrees that any technical, commercial, or other confidential information of Lee, including, without limitation, pricing, technical drawings or prints and/or

part lists, which has been or will be disclosed, delivered or made available, whether directly or indirectly, to Buyer ("Confidential Information"), has been and will be received in confidence and will remain the property of Lee. Buyer further agrees that it will not use Lee's Confidential Information for any purpose other than for the benefit of Lee.

28. Severability

If any provision or provisions of these Terms shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

29. Governing Law; Disputes

Lee and Buyer consent to the application of Connecticut law and the exclusive jurisdiction of the state and federal courts of the State of Connecticut for the purpose of any suit, action or other proceeding (including appeals) arising from any dispute relating to the purchase or use of the Goods.

30. Federal Acquisition Regulation

Lee is a seller of many goods and services that meet the definition of commercial items under section 2.101 of the Federal Acquisition Regulation (FAR). For commercial items, Lee agrees to the clauses in the FAR and agency FAR supplements (as applicable) that are explicitly required to be inserted in a subcontract for commercial items, as set forth in FAR 52.244-6(c)(1), Defense Federal Acquisition Regulation Supplement (DFARS) 252.244-7000, or an agency FAR supplement. Any additional FAR or FAR supplement clauses may be accepted only on a case-by-case basis following review of each clause.

31. Compliance with Laws; Export Compliance

Buyer agrees to comply with all applicable laws, regulations, and industry and professional standards, including those of the United States of America, and the country or countries in which Buyer may operate, including without limitation the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.S. Anti-Kickback Act ("AntiKickback Act"), International Traffic In Arms Regulations ("ITAR") and U.S. and E.U. export control and sanctions laws ("Export Laws"), each as currently amended. Buyer agrees to indemnify, defend, and hold harmless Seller from the consequences of any violation of such laws, regulations and standards by Buyer, its employees or agents. Buyer acknowledges that it is familiar with all applicable provisions of the FCPA, the Anti-Kickback Act, ITAR and Export Laws, and certifies that Buyer will adhere to the requirements thereof and not take any action that would make Seller violate such requirements. Buyer represents and agrees that Buyer will not make any payment or give anything of value, directly or indirectly, to any governmental official, foreign political party or official thereof, candidate for foreign political office, or commercial entity or person, for any improper purpose, including the purpose of influencing such person to purchase products or otherwise benefit the business of Seller. Buyer further represents and agrees that it will not receive, use, service, transfer, transship, export, re-export, ship, or otherwise deliver any products from Seller in a manner or for a purpose that violates ITAR or Export Laws or would cause Seller to be in violation of ITAR or Export Laws. Buyer agrees to promptly and reliably provide Seller all requested information or documents, including end-user statements and other written assurances, concerning Buyer's ongoing compliance with ITAR and Export Laws.

32. Relationship of the Parties

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.