

TO: Monterey Bay Aquarium Research Institute
7700 Sandholdt Road
Moss Landing, CA 95039

Page: 1 of 7
Quote Date: 18 December 2014
Inquiry No. Correspondence
Terms: Net-30
Shipment: 90-120 days
After Receipt of Order

Atten: Jared Figurski

We are pleased to quote price and delivery on the goods as listed below:

F.C.A.: InterOcean Plant San Diego, CA

ITEM NO.	QUANTITY	MODEL NUMBER AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	1 EA	MODEL 10031-5HLW HYDRAULIC WINCH The InterOcean series of hydraulic-powered science winches are compact, high-performance, variable speed winches designed for long-term marine service and multiple applications including lowering and retrieval of hydrographic sampling equipment such as CTD, water sampling, sediment coring, biological trawl nets, and for towing specialized equipment such as side scan sonars, sub-bottom profilers, magnetometers, and undulating vehicles. All InterOcean winches contain essential design elements that are critical to mission success - Ruggedness, Simplicity of Design, and Proven Performance. All elements of the winch are conservatively designed and built of highly engineered, quality, and corrosion resistant materials. This ensures the most reliable system possible without un-necessary complexity, and is easy to service or maintain whenever necessary. The Model 10031-5HLW is a proven hydrographic winch that incorporates the latest in hydraulic motor technology with infinitely-variable speed control, failsafe brake, level-wind, slip-ring, lightweight materials and high-quality construction for portability and long-term use on-deck in the marine environment. The winch is fully self-contained and uses a 5 horsepower integrated hydraulic motor/gear	\$49,975.00	\$49,975.00

REMARKS (EXCEPTIONS, SPECIAL CONDITIONS, ETC.)

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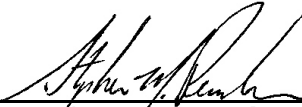
InterOcean Systems, Inc.

3738 Ruffin Road

San Diego, California 92123

Tel 858-565-8400 / E-Mail sales@interoceansystems.com / FAX 858-268-9695

BY:


Stephen M. Pearlman
Vice President, Sales



InterOcean

QUOTATION

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		reducer and fail-safe brake. Hydraulic fluid supply (pressure and flow) to the winch is provided via separate HPU. The hydraulic power unit (HPU) including reservoir, filters, oil level and oil temperature indicators and associated valves, hoses, controls and oil coolers or heat exchangers are pre-installed on the vessel and provided by the customer. Pressure from the HPU drives a fully self-contained low-speed, high-torque hydraulic motor integrated directly onto the winch drum that also incorporates the drum bearing. This direct-drive system without external gears avoids the use of chain drives and sprockets, and therefore greatly increases safety and reliability while reducing complexity and maintenance by eliminating the common components that frequently require lubrication and replacement due to wear. The hydraulic drive system also contains an integrated fail-safe brake (spring-applied pressure-released safety brake) that is automatically engaged any time the winch is stopped, or in the event of power loss. This is an important safety feature that prevents uncontrolled conditions even during emergency situations. The fail-safe brake is capable of containing the full rated load of the winch. The winch motor-gearbox assembly and HPU pump and are connected in an open-loop hydraulic system and controlled by a manually operated proportional control valve on the winch for		

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		speed and directional control. When the control handle is returned to the center position, the winch comes to a stop and the fail-safe brake is automatically applied. The attached figures show the load/speed curve of the winch when used in combination with available customer-supplied hydraulics output of 6gpm at 1500psi (5HP equivalent) which is more than sufficient for the indicated winch performance (3HP required). The diamond-screw level-wind spooling system is engineered to ensure reliable cable spooling with maximum control and protection, and is designed to match the customer's cable specifications. The diamond screw shaft rotates in sequence with the spooling drum at the appropriate speed for the installed wire diameter to lay it exactly in position on the spooling drum regardless of speed or tension. The level wind drive mechanism also incorporates a manually-operated clutch to allow the operator to adjust carriage position if necessary. A slip ring is optional for using the winch with real-time data cable. If supplied, the slip ring is installed with anti-rotation bracket and protective bash-guard. Drum hatch allows access to inside of drum for cable and slip-ring termination. The winch frame is constructed from high-quality marine-grade aluminum, and all load-bearing components are designed with an appropriate factor of safety based on the		

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		maximum rated tension. The frame incorporates appropriately-sized mounting pads and holes for securing the winch to the deck and is equipped with lifting eyes for balanced lifting to enhance portability. All on-deck equipment and enclosures are rated for exposed marine conditions. The 10031-5HLW winch is supplied with a variety of features, making it suitable for long-term multi-purpose operation for hydrographic applications. A summary of winch primary specifications: Capacities: 1,250m of .38" diameter real-time data cable (Falmat FM088095-1MOD1 or similar). Load/Speed: 470 lbs @ 45m/min (bare drum) 370 lbs @ 55m/min (mid drum) 300 lbs @ 70m/min (full drum) Horsepower: 3 Power Input*: Hydraulic 6 gpm @ 1500 psi from HPU. *To be confirmed Drum Diameter: 20in / 51cm Flange Diameter: 34in / 86cm Drum Width: 15in / 38cm Level Wind: Yes, Diamond Screw Brake: Spring-applied hydraulic-released fail safe brake, manual drum lock.		

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		Control: Manually operated proportional control valve (winch mounted).		
		Slip-Ring: 2-channel slip-ring compatible with customer cable is included and mounted with bash guard.		
		Overall Dimensions: Length: 48in / 122cm Width: 36in / 91cm Height: 36in / 91m Weight (approx): 750lbs (w/o cable) Material: Aluminum		
2.	1 EA	CABLE, (Falmat FM088095-1MOD1 or similar) Electromechanical cable real-time operation of customer equipment. Cable Length 1,000 meter Cable Diameter 0.380" Cable Weight (in air) 68 lbs / 1,000 ft Cable Weight (in water) 13 lbs / 1,000 ft Cable Break Strength 2,400 lbs	CUSTOMER SUPPLIED	CUSTOMER SUPPLIED
3.	OPTIONAL	SPOOLING SERVICES Spooling 1,000 meters of cable onto winch under tension to assure proper installation of cable on winch. Includes mechanical termination at drum and electrical termination at slip ring.	INCLUDED	INCLUDED
4.	1 EA	SLIP RING Two channel slip-ring compatible with CTD equipment is included and mounted on winch with protective bash guard.	INCLUDED	INCLUDED

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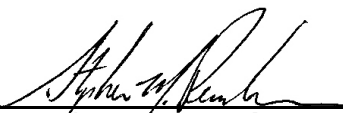
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ITEM NO.	QUANTITY	MODEL NUMBER AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
5.	1 LOT	FACTORY TRAINING/ACCEPTANCE Test witness, acceptance and training may be easily accomplished at InterOcean facilities during spooling process during which time all specifications will be verified, a series of load, speed, and performance tests will be conducted, and the level wind system will be demonstrated.	INCLUDED	INCLUDED
6.	1 LOT	FACTORY SUPPORT Documentation and Manuals, Factory Acceptance Test, and Full Technical Service and Support.	INCLUDED	INCLUDED
7.	1 LOT	TAX - 7.5% NOTE: Model 10031-5HLW Hydraulic Winch system \$49,975 is comprised of design services and hardware fabrication in the following amounts: Design Engineering - \$22,680 Hardware Fabrication - \$27,295 Tax is calculated on hardware portion only.	\$ 2,047.13	\$ 2,047.13
8.	1 LOT	SHIPPING Ground freight to MBARI	\$ 410.00	\$ 410.00
TOTAL				\$52,432.13

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GENERAL

Any provision or condition of Buyer's order which is in any way inconsistent with or in addition to these terms and conditions (except additional provisions specifying quantity and shipping or billing instructions) shall not be binding on InterOcean Systems, Inc., herein called "Supplier" applicable hereto. Acceptance by Buyer of the goods delivered hereunder shall constitute acceptance of these Standard Terms and

Conditions. If Buyer objects to any terms herein, such objection must be made in writing and received by Supplier prior to shipment. Retention by Buyer of any goods delivered by Supplier hereunder shall be conclusively deemed acceptance of these terms and conditions. Supplier's failure to object to provisions contained in any communication from Buyer shall not be a waiver of these terms and conditions.

STANDARD TERMS AND CONDITIONS

1. TAXES

Prices do not include Federal, state or local taxes, now or hereafter enacted, applicable to the goods sold or this transaction, which tax or taxes will be added by Supplier to the sales prices where Supplier has the legal obligation to collect same, and will be paid by Buyer unless Buyer provides Supplier with a proper tax exemption certificate.

2. TERMS AND METHOD OF PAYMENT

Where Supplier has extended credit to Buyer terms of payment shall be net thirty (30) days from date of invoice. The amount of credit of terms of payment may be changed or credit withdrawn by Supplier at any time. On any order on which credit is not extended by Supplier, shipment or delivery shall be made at Supplier's election, cash with order (in whole or part), C.O.D., or Sight Draft attached to Bill of Lading or other shipping documents, with all costs of collection for the account of Buyer.

If the goods are delivered in installments, Buyer shall pay for each installment in accordance with the terms hereof. Payment shall be made for the goods without regard to whether Buyer has made or may make any inspection of the goods. If shipments are delayed by Buyer, payments are due from date when Supplier is prepared to make shipments. If manufacture is delayed by Buyer, payment shall be the percent of completion at scheduled shipping date multiplied by the contract price. Goods held for Buyer are at Buyer's sole risk and expense.

3. TITLE AND DELIVERY

The goods shall be delivered on reasonable notice so Supplier, F.O.B. Supplier's plant, and title and liability for loss or damage shall pass to Buyer upon Supplier's delivery of the goods to a carrier for shipment to Buyer, provided that such loss or damage shall not relieve Buyer from any obligation hereunder. Shipping dates are approximate only. Supplier shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer if Supplier fails to meet the specified delivery schedule.

4. CONTINGENCIES; EQUIPMENT; INSPECTION

Supplier shall not be liable for any delay in delivery or for non-delivery caused by the occurrence of any contingency beyond its control or the control of any of its subcontractors or suppliers including, by way of illustration but not limitation, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, epidemic, quarantine restrictions, act of a public enemy, transportation embargoes, or failure or delays in transportation, acts of any Federal, state or local government or any agency or sub-division thereof, judicial action, labor disputes, labor shortages, accidents, fire, storm, earthquake, explosion, flood, drought or other act of God, short or reduced supply of fuel or raw material or machinery, or excess cost thereof, or technical failures where Supplier has exercised ordinary care in the prevention thereof. If any contingency occurs, Supplier may allocate production and deliveries among Supplier's customers. Materials, tools, dies, and other equipment furnished Supplier by Buyer shall be at Buyer's risk and expense. Supplier may modify the specifications of goods designed by Supplier providing that the modifications will not materially affect the performance of the goods. Buyer shall have a reasonable time not to exceed thirty (30) days to inspect the goods upon delivery.

5. WARRANTY

The following is in lieu of all warranties, expressed, implied or statutory, including but not limited to any implied warranty of merchantability of fitness for a particular purpose and of any other obligation on the part of Supplier.

Supplier, except as otherwise hereinafter provided, warrants goods of its own manufacture and components (other than expendable items including without limitation rubber parts) assembled by Supplier against faulty workmanship or the use of defective materials. Buyer's remedies and Supplier's liability with respect to this warranty are set forth in Paragraph 8. Supplier warrants that at the time of delivery Supplier has title to the goods free and clear of any and all liens and encumbrances. This warranty is the only warranty made by Supplier and can be amended only by a written instrument signed by a duly authorized employee of Supplier. Supplier's warranty as hereinabove set forth shall not be enlarged, waived, diminished or affected by, and no obligation or liability shall arise or grow out of, Supplier's rendering of technical advice or service in connection with Buyer's order or the goods furnished hereunder.

6. PATENT INDEMNITY

Supplier shall not be liable for any collateral, incidental, or consequential damages arising out of patent infringement. If infringement is alleged prior to completion of delivery of the goods, Supplier may decline to make further shipments without being in breach of this contract.

The foregoing states the sole and exclusive liability of Supplier for patent infringement and is in lieu of all warranties, expressed or implied, in regard thereto.

7. NON-WAIVER OF DEFAULT

Each shipment made under any order shall be treated as a separate transaction but in the event of any default by Buyer, Supplier may decline to make further shipments, without in any way affecting its rights under such order. If despite any default

by Buyer, Supplier elects to continue to make shipments, Supplier's action shall not constitute a waiver of any default by Buyer or in any way affect Supplier's legal remedies for any such default.

8. REMEDIES AND DAMAGES

A. If the goods furnished by Supplier fail to conform with this contract, including but not limited to Supplier's warranty, Supplier's sole and exclusive liability, and Buyer's sole and exclusive remedy, subject to subparagraph B hereof, shall be at Supplier's option (i) to repair or replace any such goods as hereinafter provided, or (ii) to credit Buyer's account for any such goods upon their return by Buyer, transportation charges prepaid by Buyer, within one year after shipment. Any part of the goods manufactured by Supplier and components assembled by Supplier which prove to be defective in material or workmanship within one year after shipment may be replaced on an exchange basis with a new or functionally operative part free of charge. Service labor required to replace such defective part will be free of charge for a period of 90 days following shipment provided the labor is performed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding holidays of Supplier), at a point located not more than 25 miles from the nearest Service Office of Supplier. Buyer will pay Supplier's Standard Service Rates for labor, travel time, transportation and subsistence expenses where such service is performed during such 90-day period outside of the area above stated, and also for labor if such service is performed outside the time above. After such 90-day period, any labor, travel time, transportation and subsistence expense shall be borne by Buyer. Buyer may return goods to Supplier's plant with shipment both ways at Buyer's expense for warranty repair. In no event shall Supplier be liable for incidental or consequential damages, including, but not limited to costs of removal and reinstallation of such goods, good will, overhead expenses, loss of profit, and loss of use.

B. The remedies are available only if Buyer properly notifies Supplier in writing upon discovery of any defect, and Supplier's examination shall disclose to Supplier's satisfaction that such alleged defects actually exist and were not caused by misuse, neglect, improper installation, accident, fire or other hazard, improper testing. Buyer's attempt to repair or any other cause beyond the range of normal usage.

9. TERMINATION

If the goods to be furnished under this order are to be used in the performance of a Government contract or sub-contract, and the Government terminates such contract in whole or part, this order may be cancelled in the same proportion and the liability of Buyer for termination allowances shall be determined by the then applicable regulations of the Government regarding termination of contracts, provided however that any reference to a "Disputes Clause" shall be deleted. Supplier may cancel this order if in Supplier's judgment Buyer's financial condition does not justify the terms of payment specified, in which case, Supplier may cancel any unfilled orders unless Buyer shall, upon written notice, immediately pay for all goods delivered or shall pay in advance for all goods ordered but not delivered or both at Supplier's option.

Buyer may terminate this contract in whole or from time to time, in part upon written notice to Supplier. In such event Buyer shall be liable for termination charges which shall include a price adjustment based on the quantity of goods actually delivered and all costs, direct and indirect, incurred and committed for this contract together with a reasonable allowance for prorated expenses and profits.

10. GOVERNMENT CONTRACTS

If Buyer's order specifies that it is placed under a contract with the United States Government, then to the extent that Buyer's contract requires Supplier to comply with the following standard Armed Services Procurement Regulations clauses, Supplier shall be bound thereby. All such clauses and all laws and regulations incorporated herein by reference shall be those in effect as of the date of Supplier's acknowledgement of Buyer's order.

Buy American Act
Contract Work Hours Standards Act
Walsh-Healey Act
Equal Opportunity
Community Areas

Renegotiation
Military Security
Examination of Records
(ASPR 7-104-15)
Priorities, Allocations & Allotments

11. LAW

The validity, performance and construction of these terms and conditions and any sale made hereunder shall be governed by the laws of the State of California. Venue shall be San Diego, California.

12. ASSIGNS

Any contract made hereunder shall be binding up and inure to the benefit of the successors and assigns of the entire business and good will of either Supplier or Buyer, or of that part of the business of either used in the performance of such contract, but shall not be otherwise assignable.

13. MODIFICATION OF STANDARD TERMS & CONDITIONS

This contract constitutes the entire agreement between the parties relating to the sale of the goods described on the face hereof. No addition to or modification of any of the provisions upon the face or reverse of this form shall be binding upon Supplier unless made in writing and signed by duly authorized employee of Supplier.