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Tel 01.604.942.5223 Fax 01.604.942.7577
Email: iser@ise.bc.ca Web: www.ise.bc.ca

Quotation #: 24049

Date: July 4, 2024

To: Monterey Bay Aquarium Research Institute
7700 Sandholdt Rd, Moss Landing, CA 95039
TEL: (831)775-1812, FAX: (831)775-1620

Attention: Aaron Schnittger

aschnittger@mbari.org

Item No.	Description	Part Number	Qty.	Delivery (wks) approx.	Price \$USD
1	FO Cable Assembly (Special)	11732 modified as per email 24jun24	1	\$ 6,950.00	USD 6,950
Total:					USD 6,950

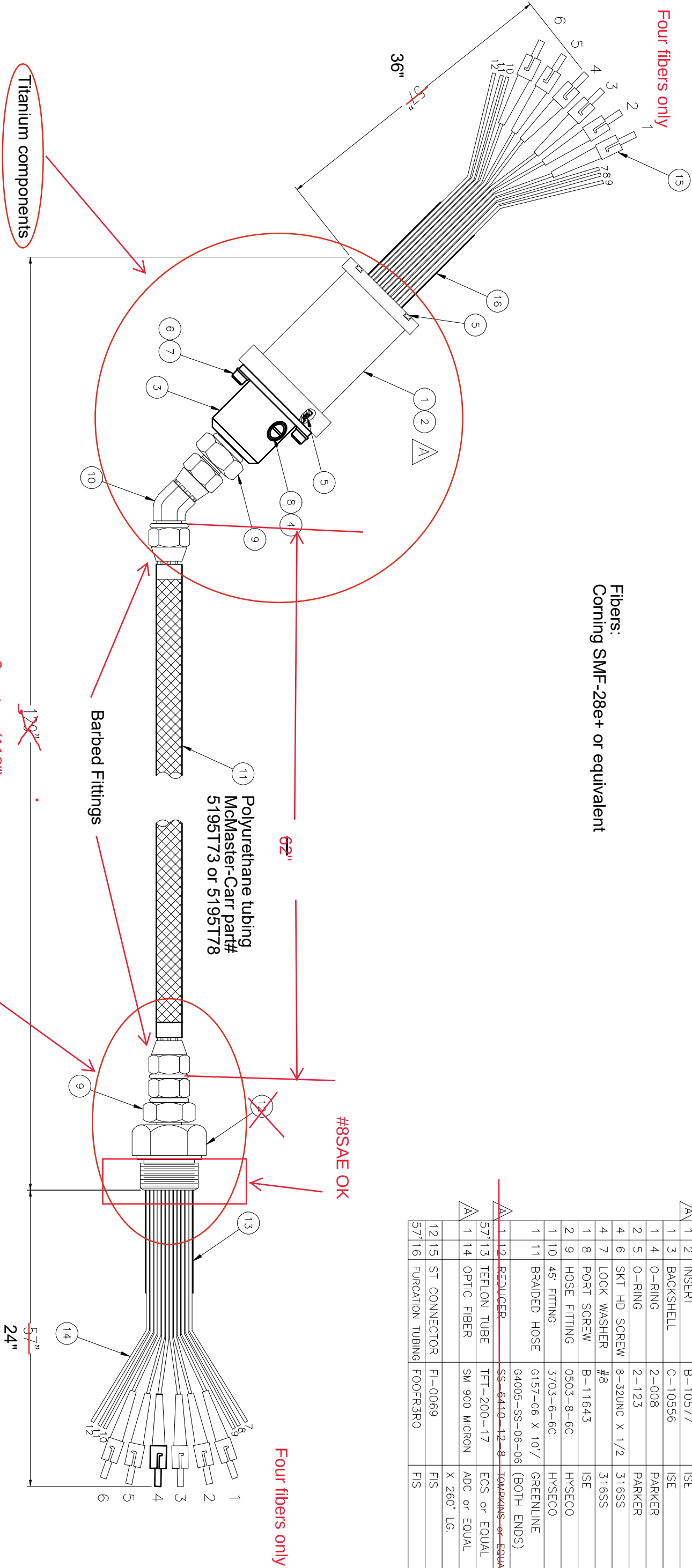
Terms:

Shipping Terms: EXW ISE Port Coquitlam, B.C., Canada
Price Valid for 30 days
50% Due ARO, 50% Upon Readiness to Ship
Subject to Export Restrictions, Permits, and Any Applicable Fees
Price Does Not Include Taxes, Duties or Customs Fees
ISE Standard 1 year warranty

Quoted by: Lara Smith

This quotation and any files transmitted with it are confidential and solely for the use of the individual or entity to which they are addressed. If you have received this quotation in error please notify the sender immediately by email.
If you are not the intended recipient you are notified that disclosing, copying or taking any action in reliance on the contents of this information is strictly prohibited.

MATERIALS/COMPONENTS FOR ONE UNIT			
QTY	REF	DESCRIPTION	PART NUMBER MANUFACTURER
1	1	PEN. SHELL	C-10557 ISE
1	2	INSERT	B-10577 ISE
1	3	BACKSHELL	C-10556 ISE
1	4	O-RING	2-008 PARKER
2	5	O-RING	2-123 PARKER
4	6	SKT HD SCREW	8-32UNC X 1/2 316SS
4	7	LOCK WASHER	#8 316SS
1	8	PORT SCREW	B-11643 ISE
2	9	HOSE FITTING	0503-8-6C HYSECO
1	10	45° FITTING	3703-6-6C HYSECO
1	11	BRAIDED HOSE	G157-06 X 10' / GREENLINE G4005-SS-06-06 (BOTH ENDS)
△ 1 12 REDUCER SS-6410-12-8 TOMPAKINS or EQUAL			
△ 57 13 TEFLON TUBE TFT-200-17 ECS or EQUAL			
△ 1 14 OPTIC FIBER SM 900 MICRON ADC. or EQUAL			
		12 15 ST CONNECTOR FI-0069 FIS	X 260' LG.
		57 16 FURCATION TUBING FOOFR3RO FIS	



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DSN	PL	Y/M/D	
DRN	JO	02/05/16	
CHK	RS	02/05/21	
APV	JS	02/05/21	
PROJECT: OCEANEERING		PROJECT #:	
TITLE: FIBRE-OPTIC CABLE ASSEMBLY			

NEXT ASSY DWG.		SCALE	DWG.No./PART No.	REV
		NTS	B-17732	1 of 1 - A

ISE STANDARD TERMS AND CONDITIONS

Clause 1 – Definitions

As used herein: “Seller” means International Submarine Engineering Ltd., 1734 Broadway Street, Port Coquitlam, BC, Canada, V3C 2M8. “Buyer” means the party purchasing Product from Seller. “Product” or “Products” means any and all articles, materials, work or services offered by Seller and described in the accompanying quotation, proposal, offer, or other Seller form (“Seller Offer”). “Order” means any purchase order or contract issued by Buyer for a Product pursuant to the Seller Offer. “Terms and Conditions” means these Seller standard terms and conditions of sale.

Clause 2 – Governing Terms; Acceptance of Terms and Conditions

All purchases of Products by Buyer from Seller will be governed exclusively by the Seller Offer, the Order, and these Terms and Conditions (collectively, “this agreement”). Any conflicting terms contained in a discussion or another document (including but not limited to the Order) shall not apply unless mutually agreed to and confirmed in writing. If these Terms and Conditions are provided with any Seller Offer, Buyer’s acceptance of such Seller Offer is hereby expressly limited to these Terms and Conditions. Seller does not accept any additional or differing terms contained in any acceptance of such Seller Offer.

Any of the following constitute Buyer’s unqualified acceptance of these Terms and Conditions:

- (a) issuance of an Order for the Product;
- (b) acceptance of any Product under the Order; or
- (c) payment for any Product under the Order.

Additional or different terms or conditions proposed by Buyer shall be void and of no effect unless accepted in writing by Seller’s authorized representative. No change in, modification of, or revision to these Terms and Conditions shall be valid unless in writing and signed by an authorized representative of Seller and of Buyer.

Clause 3 – Delivery, Payment Terms and Prices

Deliveries shall be EXW as per Inco terms 2010, Port Coquitlam, British Columbia, Canada, either freight collect on Buyer’s account or prepaid by Buyer. Delivery dates are set forth in Seller’s applicable Seller Offer. After receipt of order, time periods commence only upon receipt of the Order with down payment (if applicable) at Seller’s facilities. All delivery dates are approximate only and are given to the best of Seller’s knowledge based on conditions existing at the time of giving the Seller Offer but are not guaranteed. Failure to make delivery as scheduled is not cause for cancellation of this agreement or for damages of any nature. All sales are net thirty days from the date of invoice unless the Seller Offer requires scheduled payment milestones in advance or upon delivery. Payment shall be made in United States currency in accordance with specific instructions contained in the invoice. Late payments will accrue interest on the outstanding balance at the rate of 1.5% per month. In the event of a failure by Buyer to pay an invoice in accordance with the terms hereof, Seller shall have the right to withhold shipment under the applicable Order or any other Order.

Prices quoted by Seller apply only if the quantity of Product ordered is released within twelve months and deliveries made to Buyer within twelve months of Seller’s receipt of Buyer’s Order. Otherwise, Seller may terminate this Order by written notice to Buyer. Buyer shall be responsible for immediate payment of all costs incurred by Seller in connection with said termination, as well as cancellation charges and a reasonable profit thereon.

Clause 4 – Shipment

Title and risk of loss passes to Buyer upon delivery of the Product at the delivery point, in accordance with the EXW rule.

If for any reason Buyer fails to accept delivery of the Product on the date fixed pursuant to Seller's notice that the Product has been delivered at the delivery point, or if Seller is unable to deliver the Product at the delivery point on

such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Product shall pass to Buyer; (ii) the Product shall be deemed to have been delivered; and (iii) Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

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

Seller shall use reasonable efforts to meet any performance dates agreed to by Seller, and any such dates shall be estimates only.

Clause 5 – Delays

Seller shall not be liable or responsible to Buyer, nor be in breach of this agreement, for any delay or failure in fulfilling or performing any term of this agreement when and to the extent such delay or failure is caused by or results from acts or circumstances beyond the reasonable control of Seller including, but not limited to, acts of God, acts of government, national emergency, acts of civil or military authority, acts of Buyer, application of government priorities, government delays or refusals in granting export licenses or similar permissions, fires, strikes, lockouts, other labour disputes (whether or not relating to either party's workforce), floods, war, terrorism threats or acts, riot or other civil unrest, delays in transportation, restraints or delays affecting carriers, inability or delay in obtaining labour or supplies of adequate or suitable materials, telecommunication breakdown, or power outage. In the event of any such delay, the date of delivery shall be extended for a reasonable period of time, which shall be at least equal to the time lost by reason of the delay.

Clause 6 – Changes

Once an Order has been accepted or acknowledged by Seller, Buyer may not make any changes to that Order (including without limitation changes in quantity, type of Products ordered, designs or specifications, method of shipment or packaging, or time or place of delivery) without Seller's written consent, which may be withheld at Seller's sole discretion. Notwithstanding the foregoing, in no event shall Buyer request (nor shall Seller consent to) any changes (a) requested within ninety days of the scheduled delivery date, or (b) to Orders for custom or made-to-order Products.

If any accepted change causes an increase or decrease in the cost or the time required for the performance of this agreement, an equitable adjustment shall be made in the price or delivery schedule, or both and this agreement shall be modified in writing accordingly.

Clause 7 – Inspection and Acceptance

Any review of items that are subject to Buyer source inspection shall be limited to final test data on a non-interference basis. Products delivered to Buyer will be deemed finally inspected and accepted by Buyer unless Buyer delivers to Seller written notice of non-conformance within ten days after the date of delivery. Buyer's notice must include reasonable details of the non-conformance.

Clause 8 – Tooling and Designs

All tooling, molds, fixtures, specifications, drawings, designs, data, information, methods, patterns, descriptions, programs, software, ideas, or inventions made, used, conceived, developed or acquired by Seller in, or incidental to, its performance under this agreement and all patent, trade secret, know-how, copyright or other proprietary rights therein, shall be the sole and exclusive property of Seller and no part of the purchase price for Products shall include or be applicable to the foregoing items and rights.

Clause 9 – Security Interest

Seller shall have a security interest in the Products delivered under this agreement and in the proceeds (including insurance proceeds) from the sale or disposition of the Products, until Buyer has paid in full for such Products. This security interest constitutes a purchase money security interest under the British Columbia Personal Property Security Act. Seller has the right to repossess and re-sell Products delivered under this agreement, wherever located, if Buyer fails to make timely payment for such Product.

Clause 10 – Taxes

Prices of Products do not include sales tax, goods and services tax, harmonized sales tax, value added tax, excise tax, duties, or other governmental taxes or charges on any amounts payable by Buyer under this agreement or resulting from this transaction or the manufacture, sale, ownership, possession, or use of the Products, all of which Buyer shall be responsible for and must be paid by Buyer unless Buyer is in possession of a tax exemption certificate acceptable to the taxing authorities. However, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel, or assets.

Clause 11 – Warranty

- a) Seller warrants that the Products will be free from defects in material and workmanship and conform substantially to Seller's applicable specifications (or other specifications mutually agreed to by the parties in writing) for a period of one (1) year from the date of delivery ("Warranty Period"), when operated under normal conditions and in accordance with their applicable specifications. For any breach of this warranty, Seller will, as its sole obligation, and as Buyer's exclusive remedy, at Seller's option and expense, repair, replace, credit, or refund any defective Product returned to Seller during the Warranty Period, provided that an examination by Seller discloses to Seller's reasonable satisfaction that a defect is covered by this warranty. This warranty does not apply to any Product that has been:
 - (i) subject to misuse, neglect, or abuse,
 - (ii) improperly installed, stored, operated, used, or maintained, or
 - (iii) repaired or altered by anyone other than Seller.
- b) Seller grants no warranty to Buyer in respect of machinery, equipment, fittings, goods, or other items that are not manufactured or produced by Seller but are supplied by Seller or are contained in, incorporated into, or attached to a Product. Seller shall use reasonable efforts to obtain from each supplier of machinery, equipment, fittings, goods, or other items a warranty in favour of each of Seller and Buyer as good as or better than, and for as long or longer than, the warranty otherwise provided in this clause 11.
- c) Seller's liability for warranty under this clause 11 shall not extend beyond the Warranty Period, and all claims upon and all liability whatsoever of Seller under this clause 11 arising from defects occurring or discovered after the expiration of the Warranty Period shall be absolutely unenforceable and at an end.
- d) If a Product does not conform to the foregoing warranty, it may be returned to Seller only if Buyer obtains Seller's prior written authorization. All such Products returned to Seller must be separately packaged, freight prepaid, and marked to clearly identify the shipment. In no event shall Seller be responsible for damage to or malfunction of interface of associated equipment or for costs of packing, inspection, labour charges or any other related costs in connection with returned Products. Failure to adequately identify particular shipments, or to prepay freight, or to give Seller written notice of the defect within one year of the date of delivery of the Product to Buyer, shall terminate any and all of Seller's obligations with regard to the Product.
- e) The warranty period for Products repaired or replaced under this warranty shall be limited to the components repaired or replaced and shall run for a period of ninety days from the date of delivery or the balance of the original one year Warranty Period (excluding the time the Products were out of service and in Seller's plant), whichever is longer.
- f) EXCEPT AS SET FORTH IN THIS CLAUSE 11, SELLER MAKES NO CONDITION OR WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ANY (i) CONDITION OR WARRANTY OF MERCHANTABILITY; (ii) CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

Clause 12 – Intellectual Property Rights

Seller retains all intellectual property rights in the Products and any technical data provided to Buyer. No license, express or implied, in such property rights or data is granted under this agreement.

Clause 13 – Export Compliance

Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Products under this agreement or any resale of the Products by Buyer. Buyer assumes all responsibility for shipments of Products requiring any government import clearance.

Without limit the preceding provisions of this clause 13, all shipments under this agreement shall at all times be subject to the export control laws and regulations of Canada and any amendments thereto. Buyer agrees that it shall not dispose of any Product purchased from Seller, by way of trans-shipment, re-export, diversion or otherwise, other than in and to the ultimate country of destination specified on the Order or declared as the country of ultimate destination on Seller's invoices, except as Canadian laws and regulations may expressly permit. Buyer shall indemnify and hold Seller harmless from and against any liabilities, claims, demands or expenses (including lawyers' or other professional fees) arising from or relating to Buyer's noncompliance with export laws. Buyer shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expenses of Seller including settlement and court costs arising from any act or omission of Buyer, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

Seller, at its sole discretion, may obtain a Canadian export license or other appropriate Canadian export authorization on behalf of Buyer. If Seller determines to obtain such export authorization on behalf of Buyer it may be based upon Buyer using a freight forwarder designated by Seller or paying an additional mutually agreed fee to Seller for obtaining such authorization. Buyer agrees to provide to Seller the necessary end-user statements and other required information for the license application. Seller shall not be liable or responsible if any government authorization or permit is delayed, denied, revoked, restricted, or not renewed.

Clause 14 – Excluded Parties

Buyer shall immediately notify Seller in writing if it, or any of its officers or employees, is or becomes listed on the United States Government's Specially Designated Nationals and Blocked Persons List, Denied Parties List, Entry List, Debarred Persons Lists, or other similar list of an agency of the United States government, or if Buyer's export privileges are denied, suspended or revoked.

Clause 15 – Overtime and Bonus Time

If Buyer shall at any time request in writing that Seller's employees work in such a manner or at such times as will entitle them to be paid overtime or bonus time at Seller's established rates, and if Seller agrees, the charges for such overtime or bonus time shall constitute a sum owing by Buyer to Seller in addition to the contract price and shall be payable within thirty days after the mailing of Seller's invoice in respect thereof.

Clause 16 – Seller's Power of Resale

If Buyer fails to make any payment which is payable by it under this agreement for a period of fifteen days after receiving written notice that such payment is due and payable, or fails within seven days after receiving written notice that the Product is ready for delivery to pay any part of the contract price which is payable immediately prior to the delivery, Seller may(a) declare the whole of the balance of the contract price to be immediately due and payable, (b) sue Buyer for such balance together with interest thereon at the rate of 18% per annum from the time the payment became due until actual receipt of payment and for any loss which Seller may sustain by reason of Buyer's default, and (c) sell or otherwise dispose of the Product.

Clause 17 – Confidential Information of Seller

Any non-public information provided to Buyer by Seller shall be “Confidential Information” of Seller, shall remain the sole property of Seller, and shall be used by Buyer solely for performing this agreement and using the Product. Confidential Information shall include, without limitation, Seller’s trade secrets; financial information, including pricing; technical information, including research, development, procedures, algorithms, data, designs and know-how; business information, including operations, planning, marketing interests, and products; the existence of the Seller Offer, the Order, or these Terms and Conditions; any information designated as confidential in writing or identified as confidential at the time of disclosure if such disclosure is verbal or visual; and any copies of the prior categories or excerpts included in other materials created by Buyer. Buyer agrees to comply with the terms of any Nondisclosure Agreement with Seller or a third party which covers Seller’s Confidential Information, and to comply with all proprietary information markings and restrictive legends applied by Seller to anything provided under this agreement to Buyer. If no such Non-disclosure Agreement exists or is no longer applicable, the following terms shall apply: Buyer shall use the same means it uses to protect its own confidential and proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information. Buyer shall not disclose the Confidential Information without the prior written consent of Seller. This provision shall not apply to Confidential Information which is (a) already known by Buyer without an obligation of confidentiality, (b) publicly known or becomes publicly known through no unauthorized act of Buyer, (c) rightfully received from a third party (other than an affiliate or customer of Seller) without an obligation of confidentiality, (d) approved by Seller in writing for disclosure, or (e) required to be disclosed pursuant to a requirement of a governmental agency or law so long as Buyer provides Seller with timely prior written notice of such requirement.

Clause 18 – Limitation of Liability

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, FOR LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, FOR LOSS OF USE, OR FOR DAMAGE TO ASSOCIATED EQUIPMENT OR GOODS, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, ARISING OUT OF OR RELATING TO ANY DEFECT IN ANY PRODUCT OR ANY BREACH OF THIS AGREEMENT (WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY SELLER), AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER.

Clause 19 – Termination

In addition to any remedies that may be provided under these Terms and Conditions, Seller may terminate this agreement with immediate effect upon written notice to Buyer, if Buyer (a) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part, after Seller has given Buyer 30 days written notice thereof; or (b) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

Clause 20 – Governing Law and Venue

All matters arising out of or relating to this agreement are governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the Province of British Columbia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of British Columbia. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this agreement.

Clause 21 – Arbitration

All disputes arising out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, shall be referred to and finally resolved by arbitration under the International Commercial Arbitration Rules of Procedure of the British Columbia International Commercial Arbitration Centre. The appointing authority shall be the British Columbia International Commercial Arbitration Centre. The case shall be

administered by the British Columbia International Commercial Arbitration Centre in accordance with its Rules. The place of arbitration shall be Vancouver, British Columbia, Canada. The award and determination of such arbitration shall be binding upon the parties hereto and their respective successors and permitted assigns.

Clause 22 – Notices

Each party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this agreement (each, a “Notice”) in writing and addressed to the other party at the addresses set forth in the Seller Offer and the Order (or to such other address that may be designated by the receiving party from time to time in accordance with this clause). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email of a PDF document (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this clause 22.

Clause 23 – General

No waiver of any of the provisions of these Terms and Conditions shall be effective unless it is expressly agreed in writing to be a waiver by the waiving party. Any waiver or failure to enforce any provision of these Terms and Conditions on one occasion will not be a waiver of that provision on any other occasion. Failure of a party to insist upon strict performance of any provision of this agreement or the failure of a party to exercise any right or remedy to which it is entitled under this agreement shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this agreement.

The Seller Offer, the Order, and these Terms and Conditions constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior agreements, understandings, and communication, whether written or oral. The parties do not rely upon any representation, warranty, statement, or writing not expressly included in this agreement.

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this agreement or the subject matter hereof, shall be made by Buyer without the prior written approval of Seller.

Buyer shall not publish, distribute, or use any information developed under or about the existence of this agreement, or use Seller’s name, logos, trademarks, service marks, or trade dress for the purpose of advertising, making a news release, creating a business reference, creating website content or to endorse products or services, without prior written approval of Seller.

If any provision of this agreement is or becomes invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement or invalidate or render unenforceable such provision in any other jurisdiction.

This agreement shall be binding on the parties and their respective successors in interest. Buyer shall have no right to assign this agreement without Seller’s prior written consent. Any purported assignment in violation of this clause is null and void.

The titles to the clauses of this agreement have been inserted for convenience only and shall not be considered in the interpretation of this agreement.