



FAULHABER

Invoice No.
90050944

APPLY TO
See Line

Invoice Date:
08/07/2020

Cust. No.
102357

Invoice

Page
1 of 3

REMIT TO:
FAULHABER MICROMO LLC.
Dept. CH 17984
Palatine, IL 60055-17984
(800) 807-9166

Physical Address:
14881 Evergreen Ave.
Clearwater, FL 33762-3008
Phone: (727) 572-0131
accounts.receivable@micromo.com

Ship To

MONTEREY BAY AQUARIUM
Attn: Gene Massion
7700 SANDHOLDT RD
MOSS LANDING CA 95039-9644

Bill To

MONTEREY BAY AQUARIUM
AKA: MBARI
ACCOUNTS PAYABLE
7700 SANDHOLDT RD
MOSS LANDING CA 95039-9644

Payer

MONTEREY BAY AQUARIUM
AKA: MBARI
ACCOUNTS PAYABLE
7700 SANDHOLDT RD
MOSS LANDING CA 95039-9644
Account # 102357

	Your Reference No. Your reference # on line	Ship Via: UPS GND		F.O.B. Origin		Terms PREPAY		
Buyer Gene Massion		Due Date: 08/07/2020	Location	Account Rep Ryan Ramsland			Territory	
Item No.		Description		Org	Qty Order	Qty Ship	Unit Price	Extension
3000003415		2232S012BX43692-3830		DE	1	1.000	165.80 EA	165.80
		Sales Order / Line : 31999 / 10		Your PO# / Line #:: GM080520-1				
3000005931		MCBL3002SRS		DE	1	1.000	251.40 EA	251.40
		Sales Order / Line : 31999 / 20		Your PO# / Line #:: GM080520-1				
3000006477		650100085		DE	1	1.000	21.40 EA	21.40
		Sales Order / Line : 31999 / 30		Your PO# / Line #:: GM080520-1				
3000006501		650100121		DE	1	1.000	69.80 EA	69.80
		Sales Order / Line : 31999 / 40		Your PO# / Line #:: GM080520-1				
		Note: Based on Deliveries: 80065986						
		Tracking Number: 1Z3690670399711601						
		Line Prepaid Freight						
		20.52						

A service charge of 1.5% per month will be charged on all past due amounts over 30 days. All returns and/or cancellations are subject to a minimum 15% restocking charge, depending on product. All claims and returns must be accompanied by this invoice number. See Sales Terms and Conditions on reverse side.

FAULHABER GROUP



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14881 Evergreen Avenue
Clearwater, FL 33762

Toll Free: (800) 807-9166
Local: (727) 572-0131

Sales Terms and Conditions

A. Acceptance/Agreement

All orders are subject to factory acceptance. FAULHABER MICROMO LLC rejects any requirements for FAR and DFAR compliance, unless expressly accepted as part of an annual Representation and Certification signed by an authorized officer of the company. Additional or different terms or any attempt by the Buyer to vary, in any degree, any of the terms of this sales agreement form shall be deemed material and are objected to or rejected, but this sales agreement form shall not operate as a rejection of the Buyer's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods.

Warranty

FAULHABER MICROMO LLC expressly warrants that the materials covered by this sale will conform to the specifications, drawings or other descriptions specified by the Buyer or if none are so specified, to FAULHABER MICROMO LLC's standard specifications for such material. The materials will be new and unless specified to the contrary on the order acknowledgment or invoice, will be free of all liens and encumbrances and will conform to any affirmation of fact made on the container or label. THIS WARRANTY IS THE ONLY WARRANTY MADE BY FAULHABER MICROMO LLC WITH RESPECT TO THE GOODS SOLD UNDER THIS AGREEMENT. THERE IS NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FAULHABER MICROMO LLC shall not be liable for any incidental or consequential damages, losses or expenses directly or indirectly arising from the sale. In any event FAULHABER MICROMO LLC's liability hereunder is expressly limited to the repair or replacement (at FAULHABER MICROMO LLC's option) of non-conforming goods or at FAULHABER MICROMO LLC's election, to the repayment or crediting of Buyer with the purchase price of such goods.

Cancellation/Termination

Upon written notice of cancellation or termination for the Buyer's convenience of standard catalog items, for standard product only, the Buyer is subject to a minimum 15% charge on the remaining balance and a charge reflecting reversion to the quantity pricing of items actually delivered. In the event that the goods are special, non-standard or custom the Buyer may terminate this order in whole or in part for its convenience upon written notice to FAULHABER MICROMO LLC in which event FAULHABER MICROMO LLC shall be entitled to termination charges consisting of a percentage of the order price reflecting the percentage of the work performed prior to termination plus actual direct costs resulting from termination.

Confidential Information

All drawings, diagrams, specifications and other materials furnished by FAULHABER MICROMO LLC and identified as confidential, relating to the use and service of articles furnished hereunder and the information therein, are proprietary to FAULHABER MICROMO LLC. Buyer may not reproduce or distribute such materials except to buyer's employees who may use the articles as part of their duties. FAULHABER MICROMO LLC will treat drawings, specifications or data furnished by Buyer as confidential, when identified as such, in connection with this purchase.

Delivery

FAULHABER MICROMO LLC will endeavor to ship for Delivery on FAULHABER MICROMO LLC's acknowledged delivery date (#Acknowledged Date#). #Delivery# occurs when FAULHABER MICROMO LLC places Product at Customer's or Customer's representative's disposal at the named place agreed to by FAULHABER MICROMO LLC. FAULHABER MICROMO LLC may make partial deliveries, which may be separately invoiced. Delivery delay will not relieve the Customer of its obligation to pay for Products or to accept subsequent deliveries. If FAULHABER MICROMO LLC cannot meet the Acknowledged Date, Customer and FAULHABER MICROMO LLC agree to alternative arrangements. In the absence of such agreement, Customer's sole remedy is to cancel any order or portion of an order that FAULHABER MICROMO LLC cannot deliver in compliance with the Acknowledged Date.

In the event of shipment errors, such as wrong Product, quantity, or shipment to the wrong location, Customer must notify FAULHABER MICROMO LLC within thirty (30) days from invoice date. FAULHABER MICROMO LLC will then verify the claim and ship replacement parts or correct the error, as appropriate.

B. Patent or Trademark Infringement

FAULHABER MICROMO LLC warrants that the goods delivered hereunder do not infringe on anyone else's patent and agrees to indemnify the Buyer against possible action subject to the following: 1) The Buyer notifies FAULHABER MICROMO LLC promptly in writing of any claim. 2) FAULHABER MICROMO LLC shall have sole control of the defense in any action arising from such a claim. The Buyer will indemnify and hold FAULHABER MICROMO LLC harmless from any claim of patent infringement if such claim relates to either use or sale by Buyer or any of FAULHABER MICROMO LLC's products in any combination, method or process or compliance to specifications furnished by the Buyer.

C. Claims/Notice of Defects

Failure of the Buyer to object in writing to any merchandise shipped to it by FAULHABER MICROMO LLC within 30 days after receipt thereof will constitute complete acceptance by Buyer of such merchandise. Rejected material must be returned to FAULHABER MICROMO LLC within 45 days after receipt and prior authorization from FAULHABER MICROMO LLC. FAULHABER MICROMO LLC may (at its option) recondition or replace the rejected material to meet Buyer's specifications within a reasonable time period after receipt. Claims for shipping damage must be made with the carrier.

D. Force Majeure

Fulfillment of this order is contingent upon the availability of materials. FAULHABER MICROMO LLC shall not be liable for any delay in delivery or for non-delivery in whole or in part caused by the occurrence of any contingency beyond the control of either FAULHABER MICROMO LLC or suppliers to FAULHABER MICROMO LLC including but not limited to war, sabotage, acts of civil disobedience, failure or delay in transportation, act of any government or agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake or acts of God, shortage of labor, fuel, raw material or machinery or technical failure where FAULHABER MICROMO LLC has exercised ordinary care in the prevention thereof.

Payment Terms

FAULHABER MICROMO LLC's payment terms are net 30 days unless special written arrangements have been made. FAULHABER MICROMO LLC may, at any time, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to FAULHABER MICROMO LLC when, in FAULHABER MICROMO LLC's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action. FAULHABER MICROMO LLC reserves the right to assess late charges on accounts due past 30 days at the rate of 18% per annum. All goods delivered by FAULHABER MICROMO LLC shall remain the property of FAULHABER MICROMO LLC until the Buyer has paid in full for these goods. All goods are shipped FOB Clearwater, FL.

Remedies in the Event of Cancellation or Default

In the event the Buyer cancels this order, or becomes overdue on its account payable to FAULHABER MICROMO LLC by failing to pay for this order when due in accordance with the terms hereof, in addition to the charges assessed to the Buyer pursuant to Paragraphs C and I of this Agreement, the buyer shall be required to pay all costs of collection, including, whether suit be brought or not, attorney fees, court costs, collection expenses and other expenses which FAULHABER MICROMO LLC may incur or pay in the prosecution of defense of its rights hereunder, whether in judicial proceedings at law or in equity, including bankruptcy court and appellate proceedings, or whether out of court.

General Provisions

Any cause of action arising from this agreement, or breach of it, must be commenced within one year after the cause of action occurs. FAULHABER MICROMO LLC reserves the right to correct any stenographical or clerical errors in any of the writings issued by it. The terms and conditions of sale and any description on the face of FAULHABER MICROMO LLC's writings constitute a complete and exclusive statement of the terms and conditions of the sale of the goods by FAULHABER MICROMO LLC to Buyer. Buyer may not assign any rights to, or delegate any performance owed under the agreement without the written consent of FAULHABER MICROMO LLC.



Dear Valued Customer,

At FAULHABER MICROMO LLC., We have changed our banking relationship from SunTrust Bank to HSBC Bank.

**** Please update your records by March 31st 2020, to ensure your payments are received. ****

We prefer all payments to be sent electronically. To comply with our Electronic Payment Policy, please use the following banking information provided below to make all your future payments by ACH/EFT or Wire Transfer. Please note, we will continue to accept payments through our new Lockbox address.

If you have any questions or concerns, please contact me at 727-572-0131 ext.158 or via email at jessica.means@faulhaber.com.

Remittance email A/R: accounts.receivable@micromo.com

Account Name:	FAULHABER MICROMO LLC. Federal ID #59-2116649
Mail Address:	Lockbox 17984 (for FedEx, UPS, and DHL express payments) 5505 N Cumberland Ave, Suite 307 Chicago, IL 60656-1471
Lockbox Address:	Dept. CH 17984 Palatine, IL 60055-17984
Bank Name:	HSBC Bank USA, NA
Bank Address:	1200 S Pine Island Rd Plantation, FL 33324
Bank Contact:	Christian Fedrigotti
Phone:	1-305-539-5044
Email:	christian.m.fedrigotti@us.hsbc.com
Bank Account:	892000414
Bank ABA/Routing:	022000020 (ACH/EFT)
Bank Address:	HSBC Bank USA NA Buffalo, NY
FED:	021001088 (Wire Transfers)
Bank SWIFT:	MRMDUS33
Bank Address:	HSBC Bank USA NA 452 5th AVE New York, NY 10018

Please note, you are responsible to pay any transaction fees involved with an ACH or Wire transfer.

Thank you for your business,
Jessica Means
Accounts Receivable 727-572-0131 ext. 158
Finance Dept. - FAULHABER MICROMO LLC.
jessica.means@faulhaber.com