



HANES SUPPLY, INC.
55 JAMES E. CASEY DRIVE
BUFFALO, NY 14206
Phone: (716) 826-2636
Fax: (716) 826-4412
Website: www.hanessupply.com

INVOICE

Customer Copy

Number	356573
Date	07/16/12
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Bill To: 8317751765	Jim Scholfield MBARI 7700 Sandholdt Road Moss Landing, CA 95039	Ship To: SAME	Jim Scholfield MBARI 7700 Sandholdt Road Moss Landing, CA 95039
		Ord By:	I/S: ERK

Reference #	Shipped	Salesperson	Terms	Tax Code	Doc #	Wh	Freight	Ship Via
	07/10/12	HSE HOUSE ACCT	DEPOSIT APPLIED	CA	R01088	01	PREPAID	U.P.S. GROUND

Item	Description	Ordered	Shipped	Backordrd	UM	Price	UM	Extension
FIT15302	W416-7 250 CC WIRELOCK EPOXY KIT CROSBY 1039604 MADE IN USA FIT15302 IS TAXABLE	3.00	3.00	.00	EA	76.900	EA	230.70

FREIGHT: 12.54
TOTAL DUE: 243.24
PAYMENTS:
Deposit Applied 243.24
DEPOSITS:
Deposit 243.24
Applied -243.24

Remaining Dep .00

TRACKING NUMBER S:
1Z119521035 5685257

INVOICE

Merchandise	Misc	Discount	Tax	Freight & Handling	Total Due
230.70			.00	12.54	.00

"THANK YOU FOR YOUR ORDER "

HANES SUPPLY, INC. BUFFALO, NEW YORK
TERMS AND CONDITIONS OF SALES AGREEMENT

1. Sales Term and Conditions to Control: No Material Alterations permitted. The following Terms and Conditions of Sale are hereby made a part of all quotations, contracts or sales made by Hanes Supply, Inc. ("Seller"). Any proposal for additional or different terms by buyer or any attempt by buyer to vary in any degree, any of the terms and conditions set forth herein shall not operate as a rejection of those terms and conditions, but shall be deemed an attempted material alteration thereof, and these terms and conditions of Seller shall be deemed accepted by Buyer without said additional or different terms. These terms and conditions constitute the terms and conditions upon which Seller offers to sell. If these terms and conditions should be construed as an acceptance of a prior offer by buyer to purchase, such acceptance of Seller is expressly conditional on Buyer's assent to the terms and conditions set forth herein.

2. Terms of Payment. Terms of payment are as specified on the order acknowledgment or purchase order. If terms of payment are not specifically stated to be otherwise, they are to be Net 30 days. In the event payment by the Buyer is not made when due, Buyer shall pay interest on any overdue amount at the rate of 1.5 per cent per month from the due date until payment without prejudice to any other rights of Seller. Buyer shall pay all costs of collection, including reasonable attorney's fees. Buyer shall not have the right to set off or recoup any present or future claims that Buyer may have against Seller against any amounts that become due from Buyer to Seller under this Agreement.

3. Prices. Prices do not include any sales, use, excise, occupational or other similar federal, state or local taxes, which may apply to the sale. Any such taxes are buyer's responsibility. All prices are F.B.O. Seller's place of business, unless specifically stated otherwise. Stenographic and clerical errors are subject to correction by Seller.

4. Delivery/Risk of Loss. Time is not of the essence of this contract. Shipment commitments are based upon the best expectation of Seller's ability to fulfill the contract or order, but Seller is not responsible for damages or losses caused by delays in delivery due to any cause. Risk of loss shall pass to buyer as soon as the items are deposited with the carrier for shipment.

5. Inspection. Buyer acknowledges that Three (3) Days provides Buyer with a reasonable amount of time to inspect the Articles and the Articles shall be subject to final inspection and acceptance by Buyer within Three (3) Days after receipt by Buyer. Buyer's failure to inspect within such time shall constitute a waiver of Buyer's right of inspection and rejection. Upon inspection of the Articles within said three (3) days, Buyer shall immediately notify Seller in writing as to any Articles that Buyer intends to reject and particularize in detail all defects therein. If, upon inspection, Buyer fails to immediately notify Seller as to which Articles it intends to reject, such failure to notify shall be deemed an acceptance of the Articles by Buyer. Upon Seller's receipt from Buyer of a timely notice to reject, Seller may, at its option, cure within a reasonable amount of time. Any Article properly rejected by Buyer shall be returned to Seller upon written approval of Seller and at Buyer's risk and expense plus applicable transportation charges. All Articles not properly rejected hereunder shall be deemed conforming.

6. Cancellation. Cancellation by Buyer of all or part of this Sales Agreement is subject to reasonable charges based upon costs already incurred and commitments made by Seller.

7. Security. In the event that Seller determines that Buyer's credit is unsatisfactory, Seller may require payment or security before delivering any shipment hereunder. Buyer's failure to provide such payment or security as demanded by Seller shall cause Buyer to be immediately liable for full payment for the Articles already processed or in the course of being processed or already ordered or obtained by Seller to fulfill Buyer's order, as the case may be, and Seller may, at its option, decline to complete manufacture or delivery.

8. Warranty. Seller warrants that all materials and equipment provided under this Sale shall be new, unless otherwise specified. With respect to any components or other items of equipment provided by Seller as to which the manufacturer provides a written warranty, Buyer shall rely on said warranty. This warranty excludes any damage or defect caused by abuse, modifications, improper or insufficient maintenance, improper operation or normal wear and tear. Buyer's sole and exclusive remedy for a breach of this warranty shall be the repair or replacement of the materials or equipment at sole election of Seller.

9. EXCLUSION OR LIMITATION OF LIABILITY. SELLER SHALL HAVE NO LIABILITY FOR INDEMNITY OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR INJURY TO THE PERSON OR PROPERTY OF BUYER, WHETHER THE ASSERTED LIABILITY ARISES FROM BREACH OF WARRANTY, NEGLIGENCE OF SELLER, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL THEORY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING LIMITATION, SELLER SHALL NOT BE LIABLE FOR INJURY TO PERSON, PROPERTY, DAMAGES OR LOSS OF USE, LOSS OF TIME, LOSS OF SALES, LOSS OF PROFITS, OR INCOME, OR CONTINGENT CLAIMS OF ANY KIND ARISING FROM LOSS OF PRODUCTIVITY AND/OR LOSS OF PRODUCTION FOR ANY CAUSE; OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.

SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, APPLICABLE TO ANY ITEMS. ANY SUCH WARRANTIES INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY SELLER.

10. Merchant. Buyer hereby agrees that it is a merchant as such term is defined in the Uniform Commercial Code.

11. Governing Law. This agreement shall be governed by the laws of the State of New York. Buyer and Seller agree that any suit, action or proceeding arising from this Agreement shall be subject to the jurisdiction and venue of the Supreme Court, State of New York, County of Erie.

12. Statute of Limitations. Any action arising out of this Agreement shall be commenced within one (1) year after the cause of action has accrued.

13. No Modification. No terms, conditions, or warranties other than those stated herein and no agreement or understanding, oral or written, in any way modifying these terms or conditions, whether contained in buyer's purchase order or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by one of its executive officers.

14. Severability. If any provision of the terms and conditions of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.

15. Waiver. The failure of Seller to enforce at any time the provisions of these terms and conditions shall in no way be construed as a waiver by Seller of such provision or in any way effect the validity of these terms and conditions or the right of Seller to enforce each and every term and condition. No waiver by Seller of any breach of these terms and condition shall be held to be a waiver of any other breach.

16. Entire Agreement. The provisions set forth herein are the entire agreement and understanding of the parties and may not be waived, changed, modified, discharged, or rescinded except by a writing signed by an authorized officer of the party charged with such waiver, change, modification, discharge or rescission. This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors and administrators.