

**POSITRONIC INDUSTRIES INC.**

www.connectpositronic.com

P.O. BOX 8247 * 423 N. CAMPBELL AVE. * SPRINGFIELD, MO 65806 USA

TOLL FREE 800-641-4054 * FAX 417-866-4115 * PHONE 417-866-2322

us_service@connectpositronic.com

**QUOTATION
03363**

Customer MONTEREY BAY AQUARIUM RESEARCH
Attn MARK SIBENAC
Address 7700 SANDHOLDT ROAD
City, State, Zip MOSS LANDING, CA 95039-9644
Phone 831-775-2028 **Fax** 831-775-1646
E-Mail sib@mbari.org

We appreciate your
inquiry and are pleased
to offer this Proposal

DATE	YOUR REQUEST NO.	F.O.B.	TERMS
12/22/03		SHIP POINT	NET 30 W.A.C.

ITEM	POSITRONIC PART NO.	CUSTOMER PART NO.	QUANTITY	UNIT PRICE	EST. SHIP DATE A.R.O.
1	PLC09F0000		5	\$2.270	1 WEEK ARO
2	PLB12F0000		10	\$1.990	1 WEEK ARO
3	PLA04F0000		10	\$1.470	1 WEEK ARO
4	PLC09M3N0A1		5	\$6.260	4 WEEKS ARO
5	PLC09M300A1 WITHOUT PUSH-ON FASTENER		5	\$4.560	1 WEEK ARO
6	PLB12M3N0A1		10	\$6.120	4 WEEKS ARO
7	PLB12M300A1 WITHOUT PUSH-ON FASTENER		10	\$4.680	1 WEEK ARO
8	PLA04M3N0A1		10	\$4.170	4 WEEKS ARO
9	PLA04M300A1 WITHOUT PUSH-ON FASTENER		10	\$2.440	1 WEEK ARO

Comments:

Prices of gold plated parts are protected to a gold cost of \$400.00 per troy ounce. Should the cost of gold exceed \$400.00, there may be a surcharge at the time of shipment. Gold cost is defined as the cost of fabricated gold salts on the day of shipment as quoted by Englehard.

The above items are quoted to Positronic part number or customer drawing as listed. Price and delivery does not include any terms, conditions, or quality clauses not stated within this quotation. Terms and conditions received after order placement will not be considered binding to the contract.

Any purchase order resulting from this quotation is accepted as non-cancelable, non-returnable unless authorized in writing by a Positronic representative.

THIS PROPOSAL WILL REMAIN FIRM FOR 30 DAYS.

TOTAL ORDER MUST BE A MINIMUM OF \$150.00.

Delivery is based upon our best estimate of factory scheduling at time proposed and may be subject to change at time order is placed.

All prices listed are in US dollars.

Connector Excellence

An ISO 9001 Certified Company

Arnold Technical Sales
Phone (408)245-0400

District Manager
Territory Number 2

Dorothy Ragozzine
Extension 2293
dragozzine@connectpositronic.com

Sales Administrator

WARRANTY INFORMATION

Orders are shipped as transactions between merchants under the provisions of the Missouri Uniform Commercial Code with the modifications set out below:

- 1 There are no warranties as to the goods which extend beyond the description of the face thereof.
- 2 The warranty of merchantability applies only in the case of goods manufactured by us to the requirements of a specifically identified military or industry specification and is limited to a warranty of conformance to the performance requirements thereof.

The provisions of this paragraph may only be modified by writing specifically stating the modification.

- 3 There is no warranty of fitness of the goods for a particular purpose.
- 4 The exclusive remedies of buyer of any subsequent user of the goods (in case of nonconformance or defectiveness of the goods) are limited to:

- (1) Return of the goods at buyer's expense and repayment of the price.
- (2) Repair or replacement of the goods

Buyer is under a duty to inspect the goods promptly after delivery and report immediately and claimed defect or nonconformity. Such report must be made prior to inclusion of the goods as a part of any other product or to their resale by buyer.

IN NO EVENT IS SELLER LIABLE OR OTHERWISE RESPONSIBLE FOR CONSEQUENTIAL DAMAGES SUFFERED OR CLAIMED BY BUYER OR ANY SUBSEQUENT USER OF THE GOODS. THE EXCLUSIVE AND SOLE REMEDIES OF BUYER AND ANY SUBSEQUENT USER ARE THOSE SET FORTH IN THIS PARAGRAPH.