



DFW Test Incorporated
 601 N. Glenville, Suite 155
 Richardson, TX 75081

Quotation

Quoted To: Intersil_Dallas
 1301West President George Bush Highway
 Richardson TX 75080

Quote ID 49730
Expire Date 03/23/2013

Salesrep	RG	FOB	ORIGIN	Currency	USD
Lead Time	0	Ship Via	DFW TEST DELIVERY	Effective Date	02/21/2013

Description P/N ISL85150EVAL1Z Rev A QTY 50

OPTION 1:

Quoted Items

<u>No.</u>	<u>Part ID</u>	<u>Description</u>	<u>Promise Date</u>	<u>Qty</u>	<u>U/M</u>	<u>Unit Price</u>	<u>Line Amt</u>
1	ASSEMBLY	ISL85150EVAL1Z Rev A - Assembly Standard Turn ASSEMBLY 5 DAY TURN - QTY 50 BOARDS		50		\$27.00	\$1,350.00

Quote Total: 1,350.00

Seller agrees to sell to Buyer, and Buyer agrees to accept from Seller, the goods described in this Quotation in accordance with the terms and conditions included with this Quotation. Buyer shall confirm acceptance of this Quotation by giving written or electronic notice to Seller of its acceptance.

TERMS AND CONDITIONS OF QUOTATION

1. General Terms:

- (a) The pricing in this Quotation is subject to change based on final input data.
- (b) The delivery time is subject to availability when the Quotation is accepted. The turn-around time starts after all inputs are received from Buyer.
- (c) Buyer shall pay all shipping and delivery costs.
- (d) Modifications to engineering specifications and other modifications requested by Buyer after acceptance of this Quotation may result in increases in pricing and cycle time.
- (e) Buyer may cancel this Quotation after acceptance, but Seller may charge and collect from Buyer a price which is prorated based on the price in this Quotation and the percentage completion at the time of cancellation.
- (f) This Quotation expires, and Seller withdraws its contract offer, if this Quotation is not accepted by Buyer within thirty (30) days after the date stated in this Quotation.
- (g) This Quotation is governed by the internal laws applicable in the State of Texas.
- (h) Buyer shall pay to Seller the price described in this Quotation at the office of Seller in Dallas County, Texas.
- (i) This Quotation, together with any other documents related to the design and fabrication of the goods described in this Quotation, constitutes the entire agreement of Seller and Buyer as to the subject matter of this Quotation and may not be contradicted by evidence of any prior agreement or any contemporaneous oral agreement.

2. PCB Design Terms

- (a) Design completion is defined as delivery of routed check-plots, not approval.
- (b) Deliverables include standard documentation packages (Design Database, Fabrication and Assembly Drawings, and, with additional fees, Customer-Specific Documentation Formatting [if requested]).

3. PCB Fabrication Terms

- (a) Final fabrication costs and cycle times are determined after design completion. Estimates provided prior to design completion are subject to change.

4. Assembly Terms

- (a) Turn-around time is subject to availability of parts.
- (b) Unless Seller and Buyer otherwise agree in writing, completed assemblies will conform to IPC 610 Class 2 standards.

5. Component Sourcing Terms

- (a) If Buyer changes parts or waives the installation of parts, these actions may result in delays in delivery, and Buyer shall pay any cancellation or restocking charges incurred by Seller from the supplier of the parts which were ordered by Seller but not used, even if Buyer cancels this Quotation.
- (b) If Seller must buy certain minimum quantities of parts to complete the devices, Seller may charge Buyer for the charges for the parts not used in completing the devices described in this Quotation.

6. Warranty and Liability Terms.

- (a) Buyer must give written notice to Seller of any claim for breach of any express or implied warranty within ninety (90) days after receipt by Buyer of the goods regarding which Buyer has a claim as a condition precedent to any right to pursue any legal remedies against Seller under this Quotation.
- (b) Seller disclaims any express or implied warranty, including any warranty of merchantability or fitness for a particular purpose, for any goods sold by Seller to Buyer under this Quotation if any modifications or repairs are made to the goods by anyone except Seller. If Buyer has a claim regarding any goods sold by Seller to Buyer under this Quotation, Buyer shall give written notice to Seller promptly after learning of the claim, describing specifically the nature of the claimed defect, and shall give Seller a reasonable opportunity to repair or replace the goods which Buyer claims to be defective.
- (c) The sole remedy by Buyer for breach of this Quotation by Seller, including any breach of any express or implied warranty, and particularly including any breach of any warranty of merchantability or fitness for a particular purpose, is, at the election of Seller, (1) the repair by Seller of the goods claimed to be defective, (2) the replacement by Seller of the goods claimed to be defective, or (3) the refund of the sales price paid by Buyer to Seller for the goods claimed to be defective. If Seller is unable or unwilling to repair or replace any goods claimed to be defective, the sole remedy by Buyer is the refund of the sales price paid by Buyer to Seller for the goods claimed to be defective. SELLER EXCLUDES LIABILITY FOR ANY CONSEQUENTIAL DAMAGES FROM ANY GOODS SOLD BY SELLER TO BUYER WHICH BUYER CLAIMS TO BE DEFECTIVE.