

Contact Information

Company	Peter Test		
Contact	First	Last	
Email		Phone	

Part & Pricing Information

Agreed upon pricing will be applicable to orders of quantity 10 or more of a product. Orders for quantities 1-9 will be sold at Standard List Price regardless of any agreement. Customers have the option to "lock" the firmware version on their PMD ICs. This option, referred to as "Version Locking" require PMD to ship all ICs to the customer with a static firmware version thereby preventing the shipment of the IC with any changes in the firmware (i.e. a new version release). Version locking incurs increased administrative and technical costs on the part of PMD and is therefore implemented with a price increase of 10%. ICs with version locked firmware are identified by a part number suffix; a non-version locked IC has no suffix (e.g. Non-version locked/standard IC part number: MC58110. Version locked IC part number: MC581101.3)

PMD Part #	Version Locked	Customer Part #	Quantity	Price/Unit	Start Date	Expiration Date
	<input type="checkbox"/>					
	<input type="checkbox"/>					
	<input type="checkbox"/>					
	<input type="checkbox"/>					
	<input type="checkbox"/>					
	<input type="checkbox"/>					

Pass Through Pricing Agreement

Agreed-upon pricing as listed on here can be shared with Contract Manufacturers at the OEM's discretion. Providing the Contract Manufacturer(s) who shall receive the agreed-upon pricing is solely for informational purposes. Performance Motion Devices, Inc. (PMD) will update the files of the Contract Manufacturers listed below with the agreed-upon pricing ending upon the expiration date listed above. OEMs are responsible for communicating current pricing to Contract Manufacturers. PMD is not responsible for notifying Contract Manufacturers of changes or updates to agreed-upon pricing and reserves the right to request updated Orders with agreed upon pricing.

Contract Manufacturer(s) Approved for PTPA (only one contact is needed per Contract Manufacturer)

Company: Contact: Email: Phone:	Company: Contact: Email: Phone:
PMD Approval: Name Date <i>mm/dd/yyyy</i> Signature	Customer Approval: Name Date <i>mm/dd/yyyy</i> Signature

Reset Form

Please save a copy of this form for your records and send the completed, signed form back to PMD.



Pricing Agreement Form

The Terms and Conditions stated below ("Standard Terms & Conditions") shall apply to all Orders ("Orders," or singularly an "Order") of equipment, products, parts, materials, and/or services" from Performance Motion Devices, Inc. ("PMD") by a third party ("Customer"). These Standard Terms & Conditions shall also apply to Contract Manufacturers ("CMs"). These Standard Terms & Conditions shall be binding upon the Customer unless otherwise stated in writing by PMD. If Customer objects to any of PMD's Standard Terms & Conditions, such objections must be expressly stated and brought to the attention of PMD in writing. Incorporation of any additional or different terms or conditions by Customer into a resulting Order shall constitute non-acceptance of these Standard Terms & Conditions, releasing PMD from any obligation or liability with respect to the Order. Acknowledgment of the receipt of an Order shall not constitute acceptance by PMD of any additional or different terms or conditions, nor shall PMD's actions in fulfilling an Order, be construed as acceptance of additional or different terms and conditions contained in an Order.

1. Orders and Deliveries. All Orders shall, at all times, be subject to acceptance and approval in whole or in part by PMD, which may at any time decline to make any shipment or delivery except after receipt of payment or other terms and conditions of payment satisfactory to PMD. Acceptance and approval of an Order will be evidenced by PMD's acknowledgement of a purchase order via an order confirmation ("Order Confirmation"). PMD may request updated Orders for reasons including, but not limited to, incorrect part numbers, incorrect pricing and addition of fees or freight prior to Order Confirmation. No Orders that have been received by PMD may be canceled by the Customer without the prior written consent of PMD and unless cancellation charges (including recovery of lost profit) are borne by the Customer for all work done by PMD and for any obligations incurred by PMD in connection with the Order. PMD will make commercially reasonable efforts to fulfill Orders on or before the delivery dates specified in the Order Confirmation. PMD shall have no liability for delays in delivery. Unless otherwise indicated in the Order and agreed to by PMD, all deliveries will be made directly to Customer and by the method and route of PMD's choosing. Shipping and/or Freight costs and other associated fees may be applied to an Order as necessary. PMD must be notified of any Order received with incorrect or damaged parts within 15 days of receipt of any such shipment. If said notice is not provided to PMD within fifteen (15) days, the Order will be considered to have been accepted as received. The Minimum Order Quantity is 10; excluding development materials. Orders with expedited delivery requested within the Standard Lead Time will be subject to a fee of \$250 per line item.

2. Prices and Taxes. Unless otherwise acknowledged by PMD in writing: (i) all prices are subject to change without notice; (ii) goods will be billed at the prices in effect at the time of shipment; (iii) prices are quoted Ex Works PMD's factory (Incoterms 2010); (iv) prices on the items set forth in the Order Confirmation are exclusive of all city, state, provincial and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, occupation, use and similar taxes. Whenever applicable, any taxes, fees or other charges will be added to the Order Confirmation as a separate charge. Customers may arrange a fixed pricing agreement with PMD for a period of time not lasting longer than three years. CMs will pay Standard PMD List Prices. CMs may use the Customer's pricing only if the Customer has agreed to such an arrangement and provided PMD with a signed agreement (see "12. Pass Through Pricing"). Customers are responsible for communicating price changes to CMs. PMD reserves the right to reject Orders with historical pricing and/or request an Order with correct pricing prior to Order Confirmation.

3. Payment. Payment for all Orders will be net payable within thirty (30) days from the date of invoice unless otherwise agreed to by PMD in writing. Any dispute concerning an invoice should be reported to PMD's Customer Service department immediately following receipt of the invoice. Each payment shall be accompanied by a remittance identifying the specific items paid, invoice number and amount. Any amount not paid within thirty (30) days from date of invoice shall bear interest from the date of invoice at the rate of one and one-half percent (1.5%) per month. Upon Customer's continuing failure to pay as required, PMD may, at its option, delay the production, shipments and delivery of pending Orders, require that future shipments be paid for in advance and make any other credit arrangements satisfactory to PMD.

4. Cancellations and Rescheduling. Orders with delivery dates scheduled within standard lead times are not cancellable and will be invoiced at the full amount. Orders cancelled with delivery dates outside of standard lead times may be assessed a fee of 20% for any remaining quantity on the Order. No cancellations or returns will be accepted after an Order Confirmation has been issued for any custom hardware orders. Changes to Confirmed Orders may be subject to additional fees and an updated purchase order recording the requested changes and any fees ("Change Order") may be requested by PMD prior to PMD's acceptance of the requested order changes ("Change Order Confirmation"). PMD reserves the right to reject a Change Order request for any reason. A partial or full rescheduled Order for a delivery date later than originally agreed upon ("push out") is subject to a fee of \$25.00 per line item. Orders cannot be pushed out more than one calendar year from the original order date or may be subject to additional fees at the discretion of PMD. Custom Hardware Orders may not be pushed out. A partial or full rescheduled order for an earlier delivery date than originally agreed upon ("pull in") may be subject to a fee of \$25.00 per line item. An Order pulled in to a delivery date within the standard lead time may be subject to a fee of \$250 per line item. No fee shall be applied to Change Orders pulled in outside of the standard lead time. PMD reserves the right to request a Change Order for any requested changes to an existing Order prior to the issuance of a Change Order Confirmation and may hold the Order until said Change Order has been received and a Change Order Confirmation has been issued.

5. Blanket Purchase Orders. Orders placed with partial releases to be shipped on future dates ("Blanket Orders") are permitted. The full quantity of the Blanket Order must be shipped within one calendar year of the initial release unless otherwise agreed upon in writing. Any quantity of a Blanket Order not shipped within one calendar year is subject to cancellation and may be subject to a fee of 20% of the total remaining quantity. Releases must be greater than 1/12th of the total blanket order. Blanket Orders requesting Tape and Reel Packaging are subject to a \$250/line item handling charge for each release requesting such packaging. Tape and Reel Packaging must be specified on the Order and any release requiring such packaging; Tape and Reel Packaging is not available for all IC products. A revised or updated Order is required for all releases and must reference the original Blanket Order. Release requests made by email, in person, on the phone or any other method than an Order will not be accepted.

6. Indemnity. Customer agrees to hold PMD harmless from any and all liability, and to pay all costs and attorney's fees, for injury or damage to persons or property caused in any manner by material covered by the Purchase Order Acknowledgment while in possession or under the control of Customer's or Customer's successor in interest.

7. Indemnity for Infringement of Intellectual Property Rights. PMD shall have no liability for infringement of any patents, trademarks, copyrights, trade dress, trade secrets or similar rights. If a claim is made against PMD and is based on information provided by Customer or if the design for an item sold by PMD to Customer is specified in whole or in part by Customer, Customer shall defend and indemnify PMD for all costs, expenses or judgments resulting from any claim that such item infringes any patent, trademark, copyright, trade dress, trade secret or any similar right.

8. Installation, Initial Operation and Service. The installation of any equipment or parts in connection with an Order will be at the expense of Customer. Should Customer request the services of PMD and PMD agrees to provide services, such services shall be rendered and charged at the established rate at the time of performing said service, plus all other expenses including travel, hotel bills and living expenses.

9. Custom Products. Any custom hardware, tooling, or software designed or produced by PMD in the manufacture of any product sold to Customer shall remain the sole and exclusive property of PMD, unless otherwise agreed to in writing by an officer of PMD. All custom or special chipsets scheduled to ship within the standard lead times are Non-Cancellable Non-Refundable (NCNR); no cancellations or returns will be accepted after the order has been confirmed.

10. End of Life, Date Codes, Part Number Changes and Regular/Limited Availability Products. Regular Availability (RA) parts include the current generation and some previous generation parts and are available in unlimited quantities. RA ICs will have Date Codes within four years of the shipment date to the customer. PMD does not track date codes for non-IC parts. Limited Availability (LA) parts include some older generation and discontinued parts and are available for customer purchase for up to ten years based on the current consumption rate. LA Date Codes are not guaranteed within four (4) years. End of Life (EOL) parts include some older generation or discontinued parts. EOL Date Codes are not guaranteed to be within four (4) years. PMD will notify affected Customers in writing when a product reaches LA or EOL status. PMD may redefine part numbers as needed and will notify customers of these changes; part number changes are generally administrative and will not affect quality or functionality of parts.

Performance Motion Devices

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Pricing Agreement Form

11. Version Locking (IC products only) Customers can request to maintain the same software and IC hardware version through a Version Locking Agreement signed by both PMD and the Customer. Although PMD makes every effort to maintain products at those versions, hardware and/or software changes by the Customer may be required if version locked products reach EOL status.

12. Pass Through Pricing. Customers have the option to extend their PMD pricing agreements to their CMs. A Pass Through Pricing Agreement (PTPA) must be signed by both PMD and the Customer on which the CMs to whom the pricing is extended must be listed. Such a PTPA may cover a multiyear time period and may be updated periodically by either party. All changes made by either PMD or the Customer must be agreed to and signed by both parties. PMD reserves the right to increase pricing after PTPAs have expired and if no new PTPA is in place.

13. Limited Warranty. PMD warrants that upon delivery, the Orders sold to Customer shall be as described in the Order Confirmation and shall be free from defects in materials and workmanship. For Card and Drive products, only PMD warrants that upon delivery, the Cards and Drives sold to Customer shall be free from defects in materials and workmanship for a period of 12 months from the date of shipment.

THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO ITEMS SOLD TO CUSTOMER BY PMD. PMD MAKES NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND WHATSOEVER. ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE USAGE, OR COURSE OF DEALING ARE HEREBY DISCLAIMED. NOTWITHSTANDING THE FOREGOING, THERE ARE NO WARRANTIES WHATSOEVER ON ITEMS BUILT OR ACQUIRED, WHOLLY OR PARTIALLY, TO CUSTOMER'S DESIGNS OR SPECIFICATIONS.

14. Limitation of Remedy. PMD's LIABILITY ARISING FROM OR IN ANY WAY CONNECTED WITH THE ITEMS SOLD TO CUSTOMER BY PMD SHALL BE LIMITED EXCLUSIVELY TO REPAIR OR REPLACEMENT OF THE ITEMS SOLD OR REFUND OF THE PURCHASE PRICE PAID BY CUSTOMER, AT PMD'S SOLE OPTION. IN NO EVENT SHALL PMD BE RESPONSIBLE FOR OR LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS ARISING FROM OR IN ANY WAY CONNECTED WITH ITEMS SOLD TO CUSTOMER BY PMD, WHETHER ALLEGED TO ARISE FROM BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, OR IN TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, FAILURE TO WARN OR STRICT LIABILITY OR ARISING FROM CUSTOMER INABILITY TO USE THE PRODUCTS EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR FROM ANY OTHER CAUSE.

15. Software Programs. Computer software or firmware programs that may be included in any Orders have been designed to perform a given set of tasks as defined in the documentation provided and are offered AS IS. It is Customer's responsibility to determine if the features of the software or firmware programs are suitable for Customer's requirements and to confirm that the software or firmware programs operate correctly. Customer understands that such software or firmware programs are of such complexity that they may have inherent defects and that PMD makes no warranty that all software or firmware features will perform correctly as supplied. For PMD's software or firmware utilizing automation servers, improper reading and writing data to the automation server can cause the automation server software to malfunction and may cause the automation server and/or the program writing to the automation server to crash. Improperly reading and writing data to an automation server may cause the device controlled by that automation server to malfunction. PMD shall not be responsible for damage to any device or damage caused by any device due to the improper reading and/or writing of data to an automation server.

16. Export Compliance. PMD may provide information about customers, end use of PMD products and any related data or products that are subject to export controls under various export control regulations of the United States Government, including, but not limited to, the Export Administration Regulations of the U.S. Department of Commerce and the International Traffic in Arms Regulations of the U.S. Department of State (ITAR). PMD will remain in compliance with export regulations, including any registration requirements under the ITAR, through any necessary means including disclosure of customer information. Customers must provide PMD with end-customer and end-use information as requested and agree that Customer will not transfer and controlled products or technical data to foreign persons, in the U.S. or abroad, without written notification to PMD. PMD reserves the right to refuse or cancel any Order for non-disclosure of end-customer/end-use information and/or end-use involving restricted items as determined by the above listed agencies.

17. Force Majeure. PMD shall not be liable for any delay in performance or in the delivery of Orders, or for any damages suffered by Customer or its customers by reason of such delay, if such delay is, directly or indirectly, caused by, or in any manner arises from, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause (whether or not similar in nature to any of these hereinbefore specified) beyond its control.

18. Conditions. Fulfillment of Orders is subject to PMD's ability to obtain the necessary raw materials, and delivery of such Orders is subject to PMD's current manufacturing schedules and governmental regulations, orders, directives and restrictions that may be in effect from time to time. Special orders will be subject to review by PMD and may incur additional fees and processing time. Such orders include, but are not limited to, Tape and Reel Packaging which requires an additional ten business days to the Standard Lead Time and a handling fee of \$250 per line item per order. Tape and Reel Packaging must be specified on the Order and is not available for all IC products.

19. Assignment. Customer shall not assign, subcontract, delegate or transfer in any way an Order, in whole or in part, without the prior written consent of PMD and any such assignment, subcontract, delegation or transfer without PMD's prior written consent shall be void. Customer shall not be relieved of any of its obligations under an Order notwithstanding any such written consent by PMD.

20. Non-Waiver by PMD. Waiver by PMD of a breach of any of the Standard Terms & Conditions herein shall not be construed as a waiver of any other breach.

21. Governing Law. These Standard Terms & Conditions shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, exclusive of the conflict of law provisions thereof. If any provision of these Standard Terms & Conditions is held invalid or unenforceable under the laws of the United States or of any state, county or political subdivision thereof, such holding shall not invalidate any of the other provisions of the Terms and Conditions. The Convention on Contracts for the International Sale of Goods shall not be applicable to these Standard Terms & Conditions. No actions arising out of the sale of products, other than an action by PMD to recover the purchase price of such material or products, may be brought by either party more than two (2) years after the cause of action accrues.

Schedule of Fees

Cancellations

Within Standard Lead Time	Not Cancellable
Outside Standard Lead Time ²	20% of Remaining Open Quantity

Rush/Expedite Orders

New Order Within Standard Lead Time	\$250/line item
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Change Order

Change Order Pull In Outside of Standard Lead Time	\$250/line item
Push Out Within Standard Lead Time ²	\$25/line item
Push Out Outside of Standard Lead Time ^{2,3}	\$25/line item
Pull In Within Standard Lead Time	No charge
Pull In Outside of Standard Lead Time	\$250/line item

Blanket Orders

Full quantity of a blanket order must be shipped within one calendar year of initial Purchase Order release³

Remaining Quantity Not Shipped After 1 Calendar Year	20% of Remaining Open Quantity
Cancellation	20% of Remaining Open Quantity

Shipping and Handling

FedEx Ground On-Call Pickup Charge	\$5/shipment ⁴
Tape and Reel Packaging	\$250/line item ⁵
Orders Without Customer's Carrier Account # (i.e. UPS, FedEx, DHL)	Varies ⁶

¹Standard Lead Time may vary depending on part and/or quantity but is no less than five business days from order date.

²Push out cannot exceed 1 calendar year from original order date

³Or unless negotiated otherwise

⁴FedEx Ground On-Call Pickup Charge is charged to PMD by FedEx Ground and applies to all FedEx Ground pickups. The On-Call Pickup Charge is separate from any shipping charges billed to the customer by FedEx.

⁵Tape and Reel orders require one week in addition to Standard Lead Time; Blanket Orders requesting Tape and Reel Packaging are subject to a \$250/line item handling charge for each release requesting such packaging. Tape and Reel Packaging must be specified on the Order and any release requiring such packaging; Tape and Reel Packaging is not available for all IC products

⁶Orders submitted without a specified preferred shipping carrier or customer's carrier account number will be shipped UPS Ground (Domestic) or UPS Worldwide Expedited (International) and included on the invoice at the time of shipment.