



Pulse Electronics, Inc.
15255 Innovation Drive Ste. 100
San Diego, 92128 US
Phone: 858-674-8100
Fax: 858-674-8262
Web: <http://www.pulseelectronics.com>

Quote - QU00263770

Ship To Account: APULSA000CZX

To: ANY DISTY

Effective Date: 06/ 06/ 2023

Address: NT, 1
USA

Expire Date: 06/ 05/ 2024

From: Imelda Armas

Rep Contact:

Rep Email:

Currency: USD

Customer Ref No.:

Incoterms: FCA SAN DIEGO

Disty Customer: NPI STOCK

End Customer: NPI STOCK

Disty Address: ...

End Address: ...

Payment Terms:

Product Number #	Cust Product #	Qty	Unit Price	MOQ	Prod Status	Pan Size	Mfg. Lead Time	Tariff Service Charge
PMG3045NLT		1,000	1.20000	250	Standard	250	08-10 Weeks	17.50%

Comments:

Special Notes

1. Shipment schedules not to exceed 120 days from date of quote.
2. Minimum order quantity is binding per purchase order.
3. Minimum amount is USD 1000 per line item.
4. This quote is subjected to Pulse terms and conditions of sales.
5. Lead time may be subject to change at time of order.
6. Terms and conditions for a valid purchase agreement supersede conditions above .
7. Pulse reserves the right to amend this offer at any time.

Please do not hesitate to contact us if we may be of any further assistance.

Imelda Armas
For and on behalf of Pulse Electronics
Phone:
Email: imelda.armas@yageo.com

TERMS AND CONDITIONS OF SALE

CUSTOMER'S TERMS AND CONDITIONS

Products and services furnished by Seller are sold only on the terms and conditions stated herein, notwithstanding any different or additional terms or conditions stated on Customer's purchase order or other documents, which are expressly rejected hereby by Seller. Seller's performance of any contract is expressly made conditional on Customer's agreement to the terms and conditions stated herein unless otherwise specifically agreed to in writing by Seller. In the absence of such agreement, commencement of performance and/or delivery shall be deemed to be for Customer's convenience only and shall not be deemed or construed to be acceptance of Customer's terms and conditions or any of them. Further, customer's acceptance of any product or service shall be deemed acceptance of the terms and conditions stated herein. The sale of products delivered by Seller in North America, Asia and Europe shall be governed by the laws of the State of Delaware (U.S.A.), Singapore and England, respectively, notwithstanding any conflict of laws principles. The United Nations Conventions on Contracts for the International Sale of Goods shall not apply.

PRICES

All prices are subject to the terms and conditions stated herein as well as any additional terms and conditions that may appear on the face hereof. In the case of a conflict between the terms and conditions stated herein and those appearing on the face hereof, the latter shall control.

Seller's prices are subject to change without notice. Unless otherwise stated in writing by Seller, all prices shall be exclusive of transportation, insurance, taxes (including, without limitation, any sales, use, value added, excise or similar tax, and any tax levied on or assessed to Seller after product delivery by reason of Seller's retention of title as provided herein) license fees, customs fees, duties, premiums, fees and other charges. Any such taxes, fees and charges will at Seller's option be added to the price, paid directly by the Customer or reimbursed by customer if paid by Seller.

Prices are for products only and do not include equipment, tools, dies, technical data, proprietary rights of any kind, patent rights, qualification tests, environmental tests or other tests (except Seller's standard tests) or packaging (other than Seller's standard packaging), unless expressly agreed to in writing by Seller.

Prices are for a specified print and revision, or if not so stated, the applicable Seller's part number and current revision shall govern. Any changes in specified customer print shall require quotation for price and delivery.

TERMS OF PAYMENT

Unless credit is specifically granted in writing by Seller, payment in full is due upon delivery. All payments for products released and shipped on approved credit accounts shall be due in full and in legal tender of the United States (unless otherwise indicated by Seller on the invoice) thirty (30) days from the date of invoice. Payment of each of Seller's invoices, whether or not such invoice covers Customer's entire order shall be made in accordance with the terms of the invoice. If Customer fails to perform the terms of payment of any invoice or if the financial condition of Customer shall become impaired or unsatisfactory to Seller, or if necessitated by any act, or requirement of any governmental authority, Seller in its sole discretion, reserves the right to change the terms of payment, require payment in advance or security or a guaranty satisfactory to Seller and/or defer or discontinue further shipments without prejudice to any other lawful remedy available to Seller. Seller also reserves the right in the case of any of the foregoing events to cancel all of Customer's orders, in which event Customer shall fully compensate Seller for any commitments, obligations, expenditures, expenses and costs that Seller may have incurred in connection with the orders (e.g., conversion charges, restocking charges). Unless otherwise specified on the face hereof, Seller shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale and payment shall become due therefore, in accordance with the terms of payment of the related invoice. A delinquency charge of 1-1/2% interest per month overdue will be charged on past due accounts but in no event will the delinquency charge be greater than the maximum rate permitted by law. Customer shall pay all fees and expenses (including attorneys' fees) incurred by Seller in the enforcement of Seller's rights hereunder. Title for financial security purposes shall remain with Seller until Customer has made payment in full in accordance with the terms hereof. Customer shall defend, indemnify and hold Seller harmless from any and all liability, claims, losses, damages, costs and expenses (including reasonable attorney's fees and costs) arising from Customer's breach of these terms and conditions of sale.

TRANSPORTATION AND RISK OF LOSS

Transportation will normally be in accordance with Customer's shipping instructions, but Seller reserves the right to ship products freight collect and to select the means of transportation and routing. Unless otherwise advised, Seller may insure the full value of the products or declare full value thereof to the transportation company at the time of delivery and all freight and insurance costs shall be for Customer's account. Risk of loss or damage shall pass to Customer upon delivery of the products to the transportation company at the EXW (Ex Works) point. Confiscation or destruction of, or damage to products shall not release, reduce or in any way affect the liability of Customer to make payment therefor. Notwithstanding any defect or nonconformity, or any other matter, such risk of loss or damage shall remain in Customer until the products are returned at Customer's expense to such place as Seller may designate in writing. Customer, at its expense, shall fully insure products against all loss or damage until Seller has been paid in full thereof, or the products have been returned to Seller. All products must be inspected upon receipt and claims must immediately be filed with the transportation company and Seller when there is evidence of shipping damage, either concealed or external. Unless otherwise specified by Seller in writing as used in the clauses appearing herein or attached hereto, "delivery" shall occur when the product is delivered at the EXW (Ex Works) point, which shall be the point of manufacture. Customer is responsible for compliance with applicable export laws and obtaining the appropriate export licenses when reselling the products.

PERFORMANCE

Delivery and shipment dates are estimates only, and Seller does not guarantee delivery or shipment on or by such dates. Seller will make reasonable efforts to observe its dates indicated for delivery or other performance. However, Seller shall not be liable in any way because of any delay in performance hereunder due to unforeseen circumstances or to causes, beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary to order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order. Performance shall be deemed suspended during and extended for such time as any such circumstances or causes delay its execution. When such circumstances or causes have been remedied, Seller will make and Customer shall accept performance hereunder. Seller reserves the right, in its sole discretion, to determine manufacturing location, allocate inventories and current productions and substitute suitable materials, when, in its opinion, such allocation or substitution is necessary or legally required due to such circumstances or causes. As used herein, "performance" shall include, without limitation, fabrication, assembly, shipment, delivery, testing and warranty repair or replacement as applicable.

ACCEPTANCE

Seller reserves the right and Customer agrees that the Seller has the right to ship orders complete with yield quantities and/or first level packaging limitations plus or minus five percent (5%). Justified reject parts within yield quality limits shall be credited to Customer's account and shall not be replaced unless reordered. Each product furnished by Seller shall be deemed accepted by Customer unless written notice of defect or nonconformity is received by Seller within ten (10) days of delivery thereof. Notwithstanding the foregoing, use of any such product by Customer, its agents, employees or licensees, for any purpose after delivery thereof, shall constitute acceptance of the product by Customer. All products accepted shall be paid for regardless of any claim relating to other deliveries or undelivered products.

CANCELLATION, SUSPENSION OR MODIFICATIONS BY CUSTOMER

Customer's order as indicated on the face hereof can be cancelled, suspended or modified only with Seller's prior written consent.

PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS

Engineering, consulting or development services provided by Seller to customer ("Development Services") that result in any idea, invention, concept, discovery, work of authorship, patent, copyright, trademark, trade secret, know-how or other intellectual property shall be the sole property of Seller. Seller will defend Customer and pay any settlement amount or judgment resulting from any claim that the design or manufacture of any product in Seller's commercial line of products or manufactured to specifications set by Seller and furnished hereunder constitutes an infringement of any United States patents; provided that (a) Seller is notified promptly in writing of such claim of infringement and is given full authority, information and assistance in settling and defending such claim and (b) Seller shall have no liability whatsoever with respect to (i) any claims settled by Customer without Seller's prior written consent, (ii) any modification of products, or (iii) any use or combination of products with products not furnished by Seller. In the event of such a claim, Seller will, in its sole discretion and at its own expense, either procure for Customer the right to continue using said product, replace it with a non-infringing product, or remove it and refund the selling price thereof. THIS SHALL CONSTITUTE SELLER'S ENTIRE LIABILITY RELATING TO ANY CLAIM BASED UPON OR RELATED TO ANY ALLEGED INFRINGEMENT OF ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS. Customer shall defend and hold Seller harmless against any expense, loss, costs or damages resulting from any claim of infringement of patents, trademarks or other intellectual property rights arising out of compliance by Seller with Customer's designs, specifications, or instructions and any or all of the matters described above in subsections (a) or (b).

QUALITY ASSURANCE

Quality assurance provisions applicable to the product(s) specified herein shall be in accordance with Seller's standard practices and procedures unless otherwise specified by mutual written agreement.

TITLE TO EQUIPMENT AND TOOLING

Any equipment (including jigs, dies, tools, molds or fixtures, referred to in any order) which Seller constructs or acquires for use in production of goods ordered hereunder, shall be and remain Seller's property and in Seller's sole possession and control. Any charges made by Seller therefore, shall be only for the use of such equipment and shall confer on Customer no rights of any kind with respect to such equipment.

SET OFF

Seller shall have the right at any time and without notice, to set off any liability or obligation of Customer to Seller against any liability or obligation of Seller to Customer.

LIMITED WARRANTY

Seller warrants for a period of one (1) year from the date of purchase, only to the original purchaser, that each product delivered shall be free from defects in material or workmanship at time of shipment, and that each product delivered will meet the published specifications for that product or any specifications agreed by Seller in writing. This warranty does not extend to any of the Company's products which have been subject to misuse, adverse conditions, abuse, neglect, or accident, or which have been installed in the circuit or application, which has been altered or repaired outside of Seller's factory, or which has not been used strictly in accordance with all manuals and instructions. OTHER THAN THE WARRANTIES SET FORTH ABOVE, SELLER MAKES NO OTHER

WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AS TO THE CONDITION, DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OF THE PRODUCTS, OR AS TO ANY OTHER MATTER, AND THE WARRANTIES SET FORTH ABOVE SHALL SUPERSEDE ANY ORAL OR WRITTEN WARRANTIES OR REPRESENTATIONS MADE OR IMPLIED BY SELLER OR ANY OF SELLER'S EMPLOYEES OR REPRESENTATIVES OR IN ANY OF SELLER'S BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS. IN ALL CASES, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S SOLE OBLIGATION FOR ANY BREACH OF THE WARRANTIES CONTAINED HEREIN SHALL BE LIMITED TO, AT SELLER'S OPTION, CREDIT FOR THE DEFECTIVE PRODUCT OR THE REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT, PROVIDED THAT SAID PRODUCT IS RETURNED TO THE COMPANY ACCORDING TO THE PROCEDURE DESCRIBED BELOW, AND PROVIDED THAT UPON THE COMPANY'S EXAMINATION, THE PRODUCT, WHEN TESTED WITHIN THE SPECIFIED RATINGS AND IN ACCORDANCE WITH GOOD ENGINEERING PRACTICE, DOES NOT MEET THE WARRANTY CONTAINED HEREIN, AS SELLER IN ITS SOLE DISCRETION SHALL DETERMINE. SELLER AND CUSTOMER AGREE AND UNDERSTAND THAT THE PRICE STATED FOR THE PRODUCTS AND SERVICES HEREIN DESCRIBED IS IN CONSIDERATION FOR THE LIMITATION OF SELLER'S LIABILITY FOR A BREACH OF THE ABOVE DESCRIBED EXPRESS WARRANTY AND THAT SUCH LIMITATION REPRESENTS A VALID AND REASONABLE ALLOCATION OF COMMERCIAL RISK BETWEEN THE PARTIES.

WARRANTY REPLACEMENT AND ADJUSTMENT

All claims under warranty must be made in writing promptly after the occurrence of circumstances giving rise thereto and must be received within the applicable warranty period by Seller or its authorized representative. Each claim must include the product type and serial numbers or date code and a full description of the circumstances giving rise to the claim. Before any products are returned for repair and/or adjustment, written authorization from Seller or its authorized representative for the return and instructions as to how and where the products should be shipped must be obtained. Any product returned to Seller for examination shall be sent prepaid via the means of transportation indicated as acceptable by Seller. Seller reserves the right to reject any warranty claim not promptly reported and any warranty claim on any item that has been altered or has been shipped by non-acceptable means of transportation. When any product is returned for examination and inspection, or for any other reason, Customer shall be responsible for all damage resulting from improper packing and handling and for loss in transit, notwithstanding any defect or nonconformity in the product. In all cases Seller has sole responsibility for determining the cause and nature of failure, and Seller's determination with regard thereto shall be final. If it is found that Seller's product has been returned without cause and is still serviceable, Customer will be notified and the product returned at Customer's expense. In addition, a charge for testing and examination may, in Seller's sole discretion, be made on products so returned.

LIMITATION OF LIABILITY

THE MAXIMUM LIABILITY, IF ANY, OF SELLER RELATING TO PRODUCTS SOLD HEREUNDER, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM SELLER'S BREACH OF THESE TERMS AND CONDITIONS OF SALE, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT WITH RESPECT TO THE PRODUCTS, OR ANY SERVICES IN CONNECTION WITH THE PRODUCTS, SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF SUCH PRODUCTS. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT LIABILITY OR OTHERWISE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUES AND PROFITS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

DISPUTES

Customer, if the products are delivered by Seller in North America, irrevocably consents to the exclusive jurisdiction and venue of the courts of Delaware, U.S.A., or the United States District Court for the District of Delaware in all matters arising out of or relating to the sale of products and/or services hereunder. For products delivered by Seller in Asia or Europe, Customer irrevocably consents to jurisdiction and venue of the courts of Singapore and England, respectively. Customer further irrevocably consents to service of process by certified or registered mail, return receipt requested, at Customer's address set forth herein. No action, regardless of form, arising out of, or in any way connected with, the products or services furnished by Seller, may be brought by Customer more than one (1) year after the date of the Customer's purchase order. If any part of the terms and conditions stated herein is held void or unenforceable, such part, to the extent void or unenforceable will be treated as severable, leaving valid the remainder of the terms and conditions which shall be deemed revised so as to remain enforceable to the greatest extent possible consistent with such holding.