



Order Confirmation

To: Paul Larson
Tel: 214-567-6486
Fax:
plarson@ti.com

PO Number: Credit Card
PO Date: 8/20/2007

This is to confirm orders received at Marcel Electronics International. Your order number is 65848. Please reference this number in any further correspondence.

Please review this order carefully. This confirmation represents your order with MEI. If you should find any discrepancies, please contact us immediately.

Release 1

Table with 7 columns: Part Number, Rev, Due Qty, Dock Date, Unit Price, Extended Price. Includes rows for DAC5682Z EVM with sub-items (Part Price, Test, NRE) and a Release Total of \$7,546.00.

Bill To: Texas Instruments - TX
12500 TI Blvd
Dallas, TX 75243 USA

Ship To: Texas Instruments.
12500 TI Blvd, MS 8755
Dallas, TX 75243 USA
Attention : Jim Seton

Total Order Price \$7,546.00

Notes: FR-4 170TG, .078, 10-layers, 5.0 X 6.10, Red soldermask, Impedance +/- 5%, ENIG

Send 1 solder sample & TDR report if Impedance board.
Ship FED-XP1 Account # 1313-8317-7

Please confirm the receipt of this order by phone (714) 279-1728, by fax (714) 974-0930 or by e-mail kfirth@mei4pcbs.com

Keith Firth

Thank you for placing your order with MEI. Please take a minute to visit our web site @ http://www.mei4pcbs.com and complete our Customer Satisfaction Survey, we look forward to hearing from you.

TERMS AND CONDITIONS

1. **Entire Agreement.** The provisions contained in these Terms and Conditions, as well as on the face of this document, constitute the entire agreement between MEI and the Buyer for the sale of the goods identified in this Document (the "Goods"). No course of prior dealings between MEI and Buyer or trade usage may supplement or explain any term used in this Agreement. MEI rejects any terms or conditions which conflict with or in any way limit this Agreement. MEI's acceptance of the Buyer's purchase order pertaining to the Goods is expressly made conditional on Buyer's assent to these terms and conditions, which assent may be in writing or by implication, such as by acceptance of the Goods. This Agreement may be modified only by a writing signed by MEI and Buyer or their duly authorized agents. This Agreement supersedes any prior agreements, promises, representations, or warranties by MEI or its agents relating to the subject matter of this Agreement, and, unless an affirmation, representation, or warranty made by an agent is specifically included within this written Agreement, it does not constitute a part of the basis of this bargain and shall not in any way be enforceable. Any term used in this Agreement not specifically defined shall have the meaning assigned to it in the California Commercial Code. If any provision in this Agreement is held by a Court of competent jurisdiction to be void or invalid, the remaining provisions shall continue in effect. The terms and conditions of This Agreement shall survive its expiration or earlier termination.
2. **Payment.** Payment is due within thirty (30) days from the date of shipment. A late charge of 18% per annum (1.5% per month) will be charged on all amounts not paid when due. Buyer may not deduct from or set-off the price of the Goods, or any other amount due under this Agreement, against any sums due and payable from MEI to Buyer. If Buyer cancels the order before delivery, Buyer shall pay to MEI a cancellation fee which shall be calculated as a percentage of the total invoice, based on the percentage of completion of manufacture at the time of cancellation (e.g., if Buyer cancels the order midway in the manufacturing process, Buyer will pay MEI fifty percent (50%) of the total purchase price). If the order is manufactured in lots, the cancellation fee shall apply to each lot separately.
3. **Packaging; Delivery.** Unless Buyer furnishes to MEI written instructions for special packaging in sufficient time to permit MEI to complete packaging before delivery, MEI shall package the Goods in its usual manner. MEI shall deliver the Goods to the address for Buyer which appears on this Agreement. Unless otherwise agreed in writing, MEI may deliver the Goods in one or more shipments, provided the Goods arrive within the delivery time specified in this Agreement. Buyer may not refuse to accept the Goods if they are delivered within a reasonable time after the delivery date specified in the Agreement, and MEI shall not be liable for any loss or damage that Buyer may suffer as a result of MEI's failure to deliver on the date specified. Prior to MEI's completion of the manufacture of the Goods, Buyer may request that MEI suspend manufacture of the Goods by delivering a written request, setting forth the reason for and the duration of the requested suspension. Buyer shall be limited to one (1) suspension per purchase order for a period not to exceed two (2) weeks per suspension. At the end of such suspension, MEI may (a) complete manufacture and delivery of the Goods pursuant to its original invoice, as extended by the suspension period, or (b) if Buyer refuses to provide reasonable written assurance that it will accept and pay for the Goods as agreed, deliver the unfinished Goods to Buyer and invoice Buyer for the unfinished Goods as if Buyer had cancelled the order. (See Par. 2 above.) If the goods are lost or destroyed before shipment for any reason, and regardless of fault, MEI shall undertake to deliver in accordance with the terms of this contract, but shall be allowed an additional thirty (30) days for delivery.
4. **Force Majeure.** Notwithstanding any other provision of this Agreement, MEI shall not be liable to Buyer for any damages, consequential or otherwise, for any loss that Buyer may sustain arising from or in connection with any failure by MEI to perform MEI's obligations hereunder as a result of any of the following: (a) a labor dispute; (b) a shortage of materials or supplies; (c) any willful or negligent act of the Buyer or the carrier; (d) any failure or refusal of Buyer to furnish to MEI information or otherwise to cooperate with MEI; or (e) any other event, act, or cause beyond MEI's reasonable control.
5. **Identification; Risk of Loss; Title.** Identification of the Goods under Commercial Code Section 2501 shall occur as of the date that MEI delivers this Agreement to Buyer, and risk of loss of the Goods shall pass to Buyer on their identification. Notwithstanding the foregoing, MEI shall retain full legal and equitable title in the Goods until MEI receives full payment of all amounts due and owing to it for the Goods.
6. **Warranties and Disclaimer of Warranties.** MEI warrants that the Goods sold under this Agreement are as described in this Agreement. No affirmation by MEI or MEI's agents, whether by words or action, shall be a warranty. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, MEI DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES THAT THE GOODS SOLD UNDER THIS AGREEMENT ARE OF MERCHANTABLE QUALITY OR THAT THEY ARE FIT FOR ANY PARTICULAR PURPOSE.
7. **Nonconforming Goods.** For a period of fifteen (15) days after delivery to Buyer, Buyer shall have the right to inspect and test the Goods to determine whether they conform to the Agreement before accepting them (the "Inspection Period"). If Buyer decides to return the Goods because they do not conform to this Agreement, Buyer must notify MEI in writing within ten (10) days after expiration of the Inspection Period of Buyer's decision to return the Goods, and Buyer may return such non-conforming Goods to MEI at MEI's expense, provided Buyer follows MEI's instructions for their return. Failure to notify MEI of Buyer's election to return the Goods within the time limit set forth in this Paragraph shall be deemed an acceptance. After their return, if MEI determines that the Goods are nonconforming, MEI shall have the option, in its sole discretion and at its expense, to (a) re-work any nonconforming Goods and re-ship them to Buyer within a reasonable time after their receipt from Buyer, (b) replace the nonconforming Goods, or (c) reimburse to Buyer the price paid for the nonconforming Goods. BUYER AGREES THAT THE PROVISIONS OF THIS SECTION ARE ADEQUATE TO PROTECT BUYER, CONTAIN BUYER'S EXCLUSIVE REMEDY FOR NONCONFORMING GOODS WHICH BUYER RIGHTFULLY REJECTS, AND THAT, AFTER ACCEPTING THE GOODS, BUYER MAY NOT REVOKE ACCEPTANCE.
8. **Remedies.** Buyer agrees that the remedies provided in this Agreement constitute Buyer's sole remedies against MEI and that Buyer shall not be entitled to recover any incidental or consequential damages for any breach or repudiation by MEI. In any action or proceeding arising out of or relating to this Agreement, the prevailing party, in addition to its other remedies, shall be entitled to its reasonable attorneys fees and costs.
9. **Indemnity.** Buyer, acknowledging that this provision is a material condition to this Agreement, agrees to defend, indemnify, and save harmless MEI and its agents, employees, officers, directors, and affiliates from and against any claims, damages, liability, and costs, including attorneys fees, that MEI may incur arising out of or relating to any charge that the Goods infringe on the intellectual property rights, including trademark, of any other party.
10. **Waiver.** No failure by MEI to exercise, and no delay in exercising, any right hereunder shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.
11. **Assignment Prohibited.** Buyer may not assign any right or interest in this Agreement or the Goods delivered hereunder without the prior written permission of MEI.
12. **Promises Also Conditions.** Buyer's performance of each of its promises and obligations under this Agreement shall be conditions to MEI's performance.
13. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of California effective and in force as of the date of this Agreement, except its laws governing conflict of laws. Any action brought to enforce or interpret this Agreement, or arising out of or relating to this Agreement, shall be brought in a court of competent jurisdiction in the County of Orange, State of California.