

## Order Form: *Inside the Hitachi/STMicroelectronics SH-4/ST40 and SH-5/ST50*

Please note: Purchases are subject to BDTI Terms and Conditions of Sale as printed on this order form; terms and conditions printed on buyer's purchase order will not apply. Contact BDTI for details.

I have read and agree to the BDTI Terms and Conditions of Sale: \_\_\_\_\_  
Signature

### Buyer and Shipping Information

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Company Division

\_\_\_\_\_  
Address (Note: Federal Express cannot deliver to P.O. boxes.) Mail Stop

\_\_\_\_\_  
City/State/Zip or Postal Code/Country

\_\_\_\_\_  
E-mail Tel Fax

<u>Description</u>	<u>Qty</u>	<u>Price</u>	=	\$	
First copy:	1	\$1,500	=	\$	1,500.00

Additional copies*:	_____	\$650	=	_____
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\*Contact BDTI for additional discounts on volume orders.

Shipping and handling (No charge for U.S.; \$75 for international.)	=	_____
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California orders please add sales tax	=	_____
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TOTAL	=	_____
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Shipping Information: U.S. orders are shipped by FedEx 2-Day service.  
International orders are shipped by FedEx International Priority service.

### Method of Payment:

International orders must be prepaid in U.S. dollars. Checks must be drawn on a US bank account.

Check enclosed, payable to Berkeley Design Technology, Inc.

Purchase order attached, number: \_\_\_\_\_ (Purchase orders accepted only for U.S. orders, with prior approval.)

Wire transfer (Contact BDTI for instructions.)

Charge my  VISA  MasterCard  American Express

Cardholder Information:

\_\_\_\_\_  
Card Number Expiration Date Cardholder Signature

\_\_\_\_\_  
Name (as shown on card) Telephone number

\_\_\_\_\_  
Cardholder Billing Address

\_\_\_\_\_  
City State/Province Zip/Postal Code Country

Fax or mail completed form to: **Berkeley Design Technology, Inc.**  
**2107 Dwight Way, Second Floor**  
**Berkeley, CA 94704 USA**  
**Fax: +1 (510) 665-1680**

## BDTI Terms and Conditions of Sale

These Terms and Conditions are subject to change without prior written notice at any time, at BDTI's sole discretion.

Buyer agrees to be bound by and accept these Terms and Conditions as the sole agreement applicable to Buyer's purchase of product(s) from BDTI. By accepting delivery of the product(s) described on BDTI's invoice, Buyer agrees to be bound by and accepts these Terms and Conditions. Any terms and conditions printed on Buyer's Purchase Order will not apply.

Definitions. "Buyer" means the entity or person that accepts these Terms and Conditions. "BDTI" means Berkeley Design Technology, Inc., a California Corporation, having principal place of business at 2107 Dwight Way, Second Floor, Berkeley, California 94704.

Payment. Payment must be made via wire transfer, check drawn on US bank, or valid credit card. If credit terms have been agreed to by BDTI, payment must be received within the terms stated on BDTI's invoice. Late payments will incur interest at 18% per annum or the maximum rate permitted by California law, whichever is lower.

Pricing and Returns. All sales are final. Prices for each product are as listed on the order form or as provided by BDTI on its invoice. BDTI reserves the right to change pricing at any time. If the purchased product is a report, BDTI will replace any report damaged in shipment or containing a manufacturing defect upon return of the damaged or defective report.

Shipping Charges; Taxes. For orders shipped within the U.S., there is no charge for shipping. For international shipments, a separate charge for shipping will be stated on BDTI's invoice.

Applicable sales tax will be stated on BDTI invoices for shipments within California. Buyer is solely responsible for all taxes and duties of whatever nature (including but not limited to sales, use, value-added, excise, and similar other taxes) associated with Buyer's purchase of BDTI's products, except taxes based on BDTI's income. In addition, Buyer will pay, on BDTI's behalf, any withholding taxes that are required to be paid under applicable law and will furnish BDTI with written documentation of such payments, including but not limited to receipts, of any and all such taxes paid by the Buyer in connection with these Terms and Conditions.

Delivery. BDTI will ship via FedEx or other express carrier. BDTI will not be liable for delays in delivery.

Not For Resale. Buyer agrees and represents that it is buying for its own internal use only, and not for resale.

Warranty. ALL MATERIALS, WORK PRODUCT, AND DELIVERABLES PROVIDED BY BDTI TO BUYER ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. BDTI FURTHER DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Liability. IN NO EVENT WILL BDTI BE LIABLE TO THE BUYER OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS ORDER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. BDTI'S TOTAL LIABILITY TO BUYER UNDER THIS AGREEMENT WILL BE LIMITED TO THE PAYMENTS RECEIVED FROM BUYER UNDER THIS AGREEMENT.

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Export. United States laws and international treaties may prohibit the export of some material contained in BDTI's products to certain countries. Buyer will not transfer BDTI's products to countries other than those disclosed to BDTI at time of sale without receiving written authorization from BDTI. Buyer will not export or re-export, directly or indirectly, BDTI's products without complying with U.S. export laws and regulations.

Customer List: Buyer agrees that BDTI may include Buyer's name on BDTI's published customer list.

Governing Law; Severability. These Terms and Conditions shall be construed in accordance with the laws of the State of California, without regard to conflicts of laws. Any actions arising hereunder shall be adjudicated before a court of competent jurisdiction located in San Francisco County, California, and the prevailing party shall be entitled to its costs and fees (including reasonable attorneys' fees). If any provision of these Terms and Conditions is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect.

Entire Agreement. These Terms and Conditions constitute the complete and exclusive understanding and agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of these Terms and Conditions will be effective only if in writing and signed by the parties hereto. Any terms and conditions on Buyer's purchase order which are in addition to or inconsistent with these Terms and Conditions will be deemed stricken from such Purchase Order.

Acceptance; Authority. By signing the Order Form which states that Buyer has read and understood these Terms and Conditions, Buyer agrees that Buyer has read, understands and agrees to abide by these Terms and Conditions, and Buyer represents and warrants that Buyer has full power and authority to enter into this legally binding contract.

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