

Budgetary Quote

Attn:	Michele Williams	Quotation Date:	February 17, 2023
Company:	Sig Sauer	Quotation Number:	A13836
Tel:	(603) 610-3191	Quote Expiration Date:	March 19, 2023
E-mail:	Michele.Williams@sigssauer.com	Subject:	PCBA Quotation
Quote Copied To:			

Shipment Terms:	FOB Woodinville, WA		
Destination:			

Project/Model:

PN/Description	Reference File/Number	EAU Qty	Build Qty	Lead Time	Price Ea (US\$)
Romeo 0 Gen II 7404337-01 or -02	7404337Project Outputs.zip	TBD	1,000	9-10wks	\$24.12
"	"	"	3,000	"	\$22.77
"	"	"	10,000	"	\$21.70
IC programming and functional test included in each price.					

NRE & Tooling Charges

Type	Description	Qty	Cost Ea (US\$)	Total (US\$)
NRE	PCB NRE (Prototype)	1	\$1,100.00	\$1,100.00
NRE	Assy NRE (Prototype)	1	\$1,900.00	\$1,900.00
NRE	Assy NRE (Production)	1	\$12,000.00	\$12,000.00

Note:

- 1) Quoted as per customer supplied Gerber Files and BOM's.
- 2) All Components included in quote.
- 3) Materials: Turn Key.
- 4) Unit price excludes excess materials cost.
- 5) Unit price includes IC programming and functional test.
- 6) Unit price **excludes ICT testing**.
- 7) Unit price excludes additional engineering costs, if applicable.
- 8) All prices are subject to final review of customer requirements and specifications.
- 9) Components are subject to confirmation of price and lead time at time of order placement.
- 10) Please note Quotation Terms and Conditions below.
- 11) Lead time: Initial delivery is 9-10 weeks after receipt of necessary components.
- 12) All deliveries must be taken within 50 days of first delivery.

Thank you for the opportunity to quote this project.

Herb Hammond

UMC Global Inc

hhammond@umcglobal.com

UMC GLOBAL INC

QUOTATION TERMS AND CONDITIONS

1. GENERAL

The terms and conditions of sale contained herein shall apply to all quotations and offers made by and purchase orders accepted by UMC Global Inc. hereafter referred to as (Seller). An order constitutes a contract between Seller and Buyer when accepted in writing by Seller at its home office as shown on the face hereof. The terms and conditions set forth below, together with those appearing on the face hereof, are the complete and exclusive statement of all the terms of agreement between Seller and Buyer. Any terms and conditions contained on purchase orders or other forms of correspondence which are contrary or in addition to the provisions set forth herein are expressly rejected by Seller and shall have no force or effect irrespective of whether or not Seller has shipped goods under such purchase orders, correspondence, or forms. This agreement may be modified only in writing that is duly signed by authorized representatives of both parties. No changes in the type, specifications or quantity of goods ordered by Buyer will be made unless and until Seller has consented in writing to such changes and adjusted or reconfirmed prices.

2. PRICES; FREIGHT; CHANGE NOTICES

Prices quoted are F.O.B. Woodinville, WA. Prices do not include any domestic or foreign import duties, foreign forwarding agent or brokerage fees, or fees for any other necessary documents required by the United States or country of destination, all of which shall be at Buyer's expense. Prices are exclusive of any and all Federal, State and Local sales, use excise, and similar taxes and Buyer shall hold Seller harmless from such taxes. If Seller, in its sole discretion, chooses to make any such tax or duty payments, Buyer shall reimburse Seller in full upon demand. Pricing is based on continuous production and linear delivery of the quoted volume. Any change notices by Buyer may affect both the price and delivery schedule of product therefore Buyer agrees to pay any additional charges resulting from change notices at Seller's standard rates. This quotation is based on the current US currency exchange rate as of the quotation date. In the event that the US currency exchange rate increases 10% or more at time of order placement, quoted prices are subject to change.

3. PAYMENT

Unless otherwise agreed, all orders that require purchase of electronic components by Seller will require advanced payment from Buyer, or an agreed payment schedule by Seller, prior to order commencement. All Tooling and Non-Recurring Engineering charges are due at time of order placement. Unless otherwise agreed, all payments are to be made in U.S. currency. Terms for the remainder of the order shall be net thirty (30) days from date of shipment, subject to approval and continuation of such approval of credit by Seller. Buyer agrees to submit such financial information from time to time as may be required by Seller for the establishment and/or continuation of credit terms. Failure of Buyer to make timely payment will be considered a breach by Buyer of this agreement. Any amount not paid by Buyer when due will bear interest at the lesser of one and one-half percent (1.5%) to accrued interest. In the event that Seller is required to bring legal action to collect on delinquent accounts, Buyer will be responsible for payment of attorney fees and any and all other costs incurred in the collection of payment. Seller may accept partial payments from Buyer without waiving any rights to collect the unpaid balance from Buyer. No partial payment will be regarded as a settlement or compromise of Seller's claim against Buyer unless expressly agreed to in writing by Seller. Partial shipments are invoiced separately and are due and payable subject to Seller's regular Terms and Conditions.

4. TITLE, RISK OF LOSS

Unless otherwise agreed, title of goods, including risk of loss or damage to product, is transferred to Buyer, by Seller, at the designated destination point. All shipping and cargo insurance shall be paid by Buyer. Buyer shall have the responsibility for resolving problems or issues with the carrier in the event of carrier's mishandling, loss, or damage to product.

5. DELIVERY

Shipping and delivery dates are based upon prompt receipt of all necessary information, supporting documentation, furnished material, and authorization from the Buyer. Shipments are scheduled only after acceptance of an order in accordance with the buyer's requirements. Orders are shipped as close as possible to the requested date and the Buyer will be advised in a timely manner in the event of a delay or potential late delivery. Buyer shall provide Seller a six (6) month delivery forecast and provide Seller with purchase orders at least sixty (60) days prior to forecasted delivery date of goods. Seller shall not be liable for delays in delivery or any other occurrence, contingency, or problem beyond its reasonable control and not be liable for any special, incidental, or consequential damages caused by any delay in delivery or failure to produce delivery, while performing under this agreement. The Seller shall not be liable for any damage or penalty for delivery delay due to force majeure, acts of God, act of civil or military authority, war, riots, concerted labor action, or any other causes beyond the reasonable control of the Seller. The anticipated delivery date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.

6. ACCEPTANCE

Goods will be considered accepted unless Buyer notifies Seller of a nonconformance within thirty (30) days of receipt of each shipment. Prior to the return of goods for nonconformity the Buyer must obtain a Return Material Authorization (RMA) number from Seller.

7. WARRANTIES

Except as specified below, goods sold to Buyer shall conform during the warranty period to Buyer's product specification or other specification accepted in writing by the Seller. Unless otherwise agreed by the Seller, the warranty period for goods is ninety (90) days from the date of delivery to the Buyer and is applicable only to the original purchaser of the goods. These remedies are provided on condition that: (i) Seller is promptly notified in writing of the particular defects within the warranty period; (ii) Seller's examination of such goods discloses that alleged deficiencies actually existed within the warranty period; and (iii) Buyer provides goods to Seller, at Seller's designated location, at Buyer's risk and expense. Seller reserves the right to perform an inspection to determine that the goods have not been altered or repaired, not been subject to misuse, improper maintenance, negligence, improper handling, inadequate packaging or accident, or otherwise had its serial number or any part altered, defaced or removed. Buyer's failure to permit such inspection will constitute a waiver of Buyer's claim and will relieve Seller of any liability for such claim. Upon inspection and determination by the Seller that the goods are defective due to Seller's negligence in designing or manufacturing the goods, at Seller's option, Seller will (i) repair, (ii) promptly replace (with new or functionally operative parts) any defective goods, or (iii) refund the purchase price of goods or credit Buyer's account for future deliveries. Any tools, designs, schematics, or software delivered to Buyer by the Seller are not warranted. The warranty set forth above may not be extended, altered, or modified except by written, signed amendment to this Agreement. The foregoing warranty and remedies are exclusive to the goods listed. Buyer accepts the responsibility of verifying that the goods acquired will meet the buyer's specific requirements and perform as warranted, except as specifically set forth herein, seller disclaims all warranties, express and implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and those arising from a course of dealing.

8. LIMITATIONS OF LIABILITY

The Seller is not liable for any indirect, incidental or consequential damages, or for loss of profits, revenue or data, whether in an action in contract, tort, product liability, statute or otherwise, even if advised of the possibility of those damages. The Seller will not be liable for direct damages caused by late delivery, product defect, or any other cause except as expressly provided in a separate contract. In no event will Seller's liability exceed the purchase price for such goods. Seller is performing services per specifications provided by the Buyer and therefore shall not be liable for safety or regulatory compliance of the goods, including but not limited to ensuring that said goods meet applicable government or responsible agency regulations.

9. INDEMNIFICATION

Buyer warrants that goods to be produced by Seller do not infringe any patent, trademark, or copyright. Buyer warrants that it has the right to grant the licenses required for Seller's performance hereunder and has the right to provide all information, material and parts furnished hereunder. Buyer will defend, at its expense, any action brought against Seller: (i) which alleges that goods developed, manufactured or supplied hereunder infringe a United States patent or copyright, or misuse of another's trade secret; or (ii) resulting from Seller's compliance with Buyer's specifications; and shall pay all damages and costs attributable to such action. Seller will provide reasonable assistance necessary to defend or settle such claim and agrees to provide Buyer prompt notice in writing and furnish a copy of each communication, notice or other action relating to the alleged action. Nothing contained herein shall be construed as granting or implying any rights by license, estoppel or otherwise. The foregoing states the sole and exclusive rights and liabilities of the parties hereto for patent and copyright infringement and is in lieu of all conditions or warranties, express, implied or statutory, in regard thereto.

10. CONFIDENTIALITY

The Buyer agrees to treat any information gained from Seller in the course of the parties' relationship as confidential, and shall not divulge, directly or indirectly, to any other person, firm, corporation, association, or entity, for any purpose without written consent. Buyer also agrees not to make use of any information gained from the Seller except for the purpose of evaluating and fulfilling its terms under the Parties' agreements.

11. CANCELLATION

Buyer may not cancel or defer orders without written notice to Seller 90 days prior to scheduled ship date unless Seller consents thereto in writing. Buyer shall accept delivery of all finished goods at the time of a cancellation and accept financial responsibility for all work-in-progress, material inventory, material on-order, labor, design and engineering services, and other charges incurred in connection with or in reasonable anticipation of performance hereunder. Work-in-progress at the time of a cancellation shall be paid by Buyer at a price based on the percentage of completion applied to the price of the finished product. Non-cancelable items are Semi-standard, Semi-custom; Custom parts, Non-Recurring Engineering/Tooling charges and all other orders labeled as non-cancelable.

11.1 CANCELLATION FOR DEFAULT Any order may be cancelled in whole or in part on written notice by Buyer because of Seller's failure to deliver goods in accordance with the terms of the Parties' agreements, which failure is not due to any of the reasons set forth in Section 5 above.

11.2 CANCELLATION FOR INSOLVENCY The Seller shall have the right to cancel any unfilled order without notice to Buyer in the event that Buyer: (i) becomes insolvent; (ii) is adjudicated bankrupt; (iii) petitions for or consent to any relief under any bankruptcy reorganization statutes; or (iv) becomes unable to meet its financial obligations in the normal course of business.

12. MISCELLANEOUS

A. In the event of any voluntary proceedings in bankruptcy or insolvency by or against Buyer, or in the event of appointment, with or without Buyer's consent, of an assignee for the benefit of creditors of a receiver, Seller shall be entitled to cancel any unfilled part hereof without any liability.

B. Any assignment of this Agreement or any of the rights hereunder by the Buyer shall be void without written consent of the Seller.

C. The waiver of any term, condition, or provision of this Agreement by Seller, shall not be construed as a waiver of any other term, condition or provision, nor shall such waiver be deemed a waiver of any subsequent breach thereof.

D. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the State of Washington. All actions or proceedings relating to this Agreement shall be maintained in a court located in King County, State of Washington, and the parties hereto consent to the exclusive jurisdiction of said court and waive any objection in such venue. At the Seller's option, disputes between the parties may be resolved through arbitration proceedings. No legal action arising out of, or in any way connected with this agreement, the goods sold hereunder, any services rendered by Seller or any purchase order of Buyer may be brought by Buyer more than one (1) year after the cause of action has first accrued.

E. In the event of any dispute or litigation arising hereunder, the prevailing party will be entitled to recover its reasonable attorneys' fees and court costs. To the full extent permitted by applicable law, Buyer shall reimburse Seller for any and all other costs or fees incurred by Seller in collecting any past due amounts owing by Buyer.

F. Other than nondisclosure agreement terms between the Parties, these terms and conditions and the terms contained in Seller's quotations represent the entire understanding and agreement of the Parties and supersedes all prior communication, agreements, and understandings. In the event any of these provisions are judged legally invalid, they shall automatically be severed herefrom and the remaining provisions shall continue in force; provided that should such invalidity substantially alters the right of either Party, the Parties shall promptly renegotiate such severed provisions. Nothing herein shall grant to any party the right to make commitments of any kind for or on behalf of any other party without the prior written consent of that Party.