

Order Number: 127588

Bill To Address darknetllc Demetrius Comes 10862 E. Solina Ave Mesa, AZ 85212 USA	Ship To Address darknetllc Demetrius Comes Floor 2nd ,Building#C , No.163 Wu Chang Road, Yu Hang District Hang Zhou CHINA 310023
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Backorder option: Allow Backorders, ship items as they are available (partial orders, may incur additional shipping fee). Purchase Order: F201906170052 Ship Method: DHL Express Worldwide	Terms: CreditCard Cardholder Name: Demetrius Comes Card Type: Visa Card Number: 4147 **** * 8961 Expire Date: 05/22
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Mfg Part Number	Mfg	Ship Date	Est. Delivery	Qty Ordered	Price	Line Total
LDL112D33R	ST Microelectronics	In Stock Ships TODAY, July 9th	Deliver by July 11th	1,200	\$0.2500	\$300.00
					Sub Total:	\$300.00
					Freight:	\$44.95
					Tax (CA only):	\$0.00
					Total:	\$344.95

☒ I Agree to the Quest Components Terms and Conditions.

TERMS AND CONDITIONS OF SALE
Orders: No contract exists until Buyer places an order for delivery and such order is accepted in writing by Quest and Quest issues its invoice based on the accepted order, as supplemented by the Quest invoice.
Price: All prices are in U.S. dollars. Prices are subject to change at any time prior to Quest's acceptance of any order. Prices are for Products only and do not include taxes, shipping charges, freight, duties and other charges or fees. Buyer is responsible for all Additional Fees.
Cancellations: Buyer may not change, cancel or reschedule accepted orders for standard Products without Quest's consent. All orders for Products identified by Quest as non-standard or "NCNR" may not be cancelled, revoked, rejected (unless non-conforming, as confirmed by Quest) or returned.
Delivery: Any estimates of time for delivery made by Quest are made in good faith based on information then available, but not guaranteed, and Buyer acknowledges and agrees that Quest assumes no liability for any loss, underlying general damages, special damages or consequential damages due to any delays or changes. All orders over the amount of US \$100.00 shall be subject to an insurance fee payable by Buyer, unless Buyer has supplied Quest with a current insurance binder with Buyer's transit policy limit and with Quest named as an additional insured. All shipments shall be F.O.B. at the originating shipping point. In the absence of specified instructions approved by Quest, Quest shall select the shipper. Title to the material shall pass to Buyer upon delivery thereof by Quest to the shipper or delivery service. All risk of loss passes to Buyer upon delivery to carrier or shipper. Upon such delivery by Quest to the shipper, Buyer shall assume all risk. Quest reserves the right to over and/or under ship not more than two percent (2%) of the specified quantities of Product in an approved Purchase Order.
Use of Product: No Products supplied by Quest shall be used in the design, development, production, utilization, maintenance or operation of, or otherwise incorporated into: (1) any weapons (Weapons of Mass Destruction (nuclear, chemical or biological weapons or missiles) or conventional weapons); (2) goods or systems specifically designed or intended for military end-use or military end-users; or (3) goods or systems that are to be redirected or resold to nations or organizations subject to U.S. export embargos or restrictions.
No Critical Applications: Products sold by Quest are not authorized for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life or serious property damage. If Buyer uses or resells the Products for use in any such applications or fails to comply with the manufacturer's product specifications, Buyer acknowledges that such use, resale or non-compliance is at Buyer's sole risk. Buyer indemnifies Quest against all claims made by third parties against Quest arising out of such personal injury, loss or damage and agrees to defend Quest against any such claims and pay all defense costs, including reasonable attorneys' fees, incurred in connection therewith.
Warranty: Quest makes no warranty with regard to the fitness of any Product for Buyer's particular or intended use, or that Products sold will be compatible with Buyer's circuit or product designs. Buyer acknowledges and agrees that Quest disclaims any implied warranty of merchantability. Buyer further acknowledges and agrees that there are no warranties that extend beyond any express, limited warranties that may be set forth herein.
Warranty Only For Buyer: Any limited warranties extend only to Buyer, as the original purchaser of the Product.
Warranty Terms: Quest warrants that any Product sold by Quest will be free from defects in form, fit and function for a limited period of one hundred eighty (180) days from the original invoice date (the "Warranty Period"). The limited warranty does not apply to any Product that: (i) has been subject to abuse, misuse (including, without limitation, static discharge), neglect, accident or modification; (ii) is otherwise not capable of being tested;

- (iii) has been installed in an unsuitable installation environment for the Product;
- (iv) has been used for purposes other than for which it was designed; or
- (v) has been damaged by heat, moisture, electrostatic discharge or similar causes.

Warranty Remedies: Buyer's sole remedy for any breach of the limited warranty set forth herein shall be one of the following remedies, as selected by Quest in its sole discretion:

- (i) the replacement of the non-conforming Product; or
- (ii) the refund of the purchase price paid for the non-conforming Product within the Warranty Period, in accordance with Quest's return policy.

Returns / Rejections: All Products shall be inspected by Buyer at the time of Buyer's receipt and all non-conforming Products must be returned within fifteen (15) days of initial receipt. No Product shall be accepted for return without Quest's written authorization. Such returns must be shipped via "least cost" method and will not be accepted if COD.

Limitation of Liability: Quest shall have no liability for special, general or consequential damages of any kind or from any cause whatsoever. Quest's liability shall be limited, in Quest's sole discretion, to one of the following:

- (i) the replacement of non-conforming Product; or
- (ii) the refund of the purchase price of the non-conforming Product, conditioned on Quest's receipt of the non-conforming Product within the Warranty Period, in accordance with Quest's return policy.

In no event shall Quest be liable for damages or expenses caused by the use of the non-conforming Product.

Terms of Payment: Quest offers the following payment methods: check, MasterCard, VISA, American Express, C.O.D. and prepaid by wire transfer, as well as Net Terms to qualified Buyers, as determined by Quest, in writing. Payment must be made in U.S. dollars. Quest reserves the right to require payment in advance of a requested C.O.D. payment request and shall have the right to otherwise modify credit terms. When partial shipments are made, payments for such partial shipments shall become due in accordance with designated terms upon issuance of Quest's invoices for such partial shipment.

Right To Alter: Quest may, at any time, alter or suspend credit, refuse shipment, or cancel unfilled orders when, in its sole discretion, Quest concludes that the financial condition of Buyer is such that there is an unacceptable risk of non-payment.

Service Charge: Payments not made when due shall be subject to a service charge of 1.5% per month, "18% per annum," to compensate for loss due to delay in receiving payment.

Legal Fees: Buyer agrees to pay all fees (i.e., collection fees, reasonable attorneys' fees, court costs, or any other associated costs, etc.) incurred by Quest as a result of Buyer's failure to pay Quest's invoice within the terms set forth therein.

Incoterms: All international shipments are Ex-Works Quest's location.

Governing Law / Jurisdiction: These Terms and Conditions and associated invoices shall be governed by the laws of the State of California. Buyer agrees that all legal proceedings concerning disputes regarding the Invoice, including non-payment, these Terms and Conditions and Buyer's Purchase Order shall be commenced in the Superior Court of California, County of Los Angeles and consents to the jurisdiction of such court to resolve any such disputes.

Assignment: Orders entered into Quest's books cannot be countermanded absent Quest's written consent and upon terms that indemnify Quest against all loss and expense. Buyer shall not assign any warranty, guaranty or other rights, if any, set forth in these Terms and Conditions and the associated invoice, nor shall any subsequent buyer or user of the Products be entitled to any rights or benefits granted to Buyer as provided herein.

Modification of Invoice: Any modification of this Invoice or additional provisions beyond those stated in these Terms and Conditions and the associated invoice shall be binding only if evidenced in a writing signed by Buyer and Quest.

Entire Agreement: This Invoice constitutes the entire agreement between the parties relating to the Terms and Conditions of sale of the Products identified in any approved Purchase Order. Any conflicting terms or provisions contained in any Purchase Order shall not be binding on Quest. Any prior understanding or representation of any kind relating to the Terms and Conditions of sale preceding the date of this Invoice shall not be binding on Quest, except to the extent expressly set forth in this Invoice.