

The Broadest Selection of RF & Microwave Products
 PO Box 16759
 Irvine, CA, 92623
 Web: www.pasternack.com
 Phone: 949-261-1920
 Fax: 949-261-7451
 Email: sales@pasternack.com

Sales Order No	Date
W164346	5/18/2015
Page(s)	1

Federal ID #55-0887695
 Cage Code #53919

ORDER ACKNOWLEDGEMENT

PLEASE REMIT PAYMENT TO: Pasternack Enterprises, Inc., PO Box 848911, Los Angeles, CA 90084

Bill To: MBARI
 7700 Sandholdt Road
 Moss Landing, CA 95039
 USA

Ship To: MBARI
 Mark Chaffey
 7700 Sandholdt Road
 Moss Landing, CA 95039
 USA

Sales Person	Date Ordered	Shipment Date	Ship Via	F.O.B.	Terms	Payment Due
Amber Valenzuela	5/18/2015	5/18/2015	Ground	Irvine, CA	VISA	

Freight Terms	Contact	Email Address	Phone No.	Fax No.	Customer No.	Purchase Order No
Prepaid	MARK CHAFFEY	chma@mbari.org	831 775 1708		86707	W164346

Item No.	Cable UOM	Description	HTS No.	UOM	Quantity	Unit Price	Total Price
PE33412-7.5	IN	75 Ohm BNC Male to 75 Ohm BNC Male Right Angle Cable Using 75 Ohm RG179 Coax	8544.42.2000	EA	1	48.22	48.22
PE33412-8.5	IN	75 Ohm BNC Male to 75 Ohm BNC Male Right Angle Cable Using 75 Ohm RG179 Coax	8544.42.2000	EA	1	48.39	48.39
PE4610		75 Ohm BNC Male Right Angle Connector Crimp/Solder Attachment For RG179, RG187	8536.69.4010	EA	2	19.10	38.20
PE35015-20	IN	MINI 75 Ohm SMB Plug Right Angle To 75 Ohm BNC Male For RG179B/U	8544.42.2000	EA	2	50.10	100.20

Paid in full/Balance due \$00

Cables are Non Cancelable & Non Returnable

Products shipped are to the most current specifications, which are available on the Pasternack website www.pasternack.com. Pasternack offers terms to qualified customers for online purchases. Please contact our sales department for details.



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Buyer agrees that it will not ship or divert for use in any country or countries, any of the products identified on the face of this document in contravention of the Export Administration Regulations, the International Traffic in Arms Regulations or U.S. economic sanctions laws (including without limitation, exporting or re-exporting any product to Cuba, Syria, Iran, Sudan or North Korea or the respective governments of those countries). Buyer also agrees that it will not use these products in connection with the proliferation of weapons of mass destruction, including missiles, nuclear, chemical or biological weapons.

By placing an order for products from Pasternack, or by accepting delivery of products described on the applicable packing slip, bill of lading and/or invoice received with the products, you agree to be bound by and accept Pasternack Terms and Conditions of Sale.

Subtotal:	235.01
Total Sales Tax:	17.92
Freight:	0.00
Total:	252.93



April 1, 2013

TERMS AND CONDITIONS OF SALE

The following are the terms and conditions ("Terms and Conditions") for the sale of products ("Products") by Pasternack Enterprises, Inc. ("Pasternack") to Pasternack's customers ("Customers"). Please read this agreement carefully. Any different or additional terms set forth in customer's purchase order or similar communication are objected to and shall not be binding on the company unless a separate agreement has been signed by an authorized officer of the company. By placing an order for products from the company, or by accepting delivery of the products described on the applicable packing slip, bill of lading and/or invoice received with the products, you agree to be bound by and accept these terms and conditions of sale.

1. ACCEPTANCE AND CANCELLATION OF ORDERS

All orders are subject to acceptance by Pasternack in writing by a duly authorized agent of Pasternack; any written acknowledgement of receipt of an order shall not, in and of itself, constitute such acceptance. Orders accepted and processed by Pasternack may not be cancelled by Customer except as covered by the Limited Warranty, all sales are final. Cable Assemblies and Non-Standard Products are also Non-Cancelable/Non-Refundable ("NC/NR"). Non-Standard Parts are defined as Products which are special orders, custom orders, orders for non-standard products, products not customarily in stock or orders for value-added products. In the event of cancellation or other withdrawal of an order for any reason and without limiting any other remedy which Pasternack may have as a result of such cancellation or other withdrawal, reasonable cancellation or restocking charges, which shall include all expenses then incurred and commitments made by Pasternack, shall be paid by Customer to Pasternack. Customer requests to reschedule are subject to acceptance by Pasternack in its sole discretion. Orders may not be rescheduled after the order has been submitted by Pasternack to the shipment carrier.

2. PRICES

Orders are billed at the prices (in US dollars) in effect at the time of shipment. Prices will be as specified by Pasternack and will be applicable for the period specified in Pasternack's quote. If no period is specified, quoted prices will be applicable for thirty (30) days. The catalog reflects the latest pricing information available at the time of printing. Prices shown in the catalog are subject to change without notice. Prices are subject to change in the event of a change in Pasternack's costs or other circumstances beyond Pasternack's reasonable control. Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, bank fees, consular fees, document fees and import duties.

3. TERMS OF PAYMENT

All payments must be in US Dollars, or will be converted to US Dollars using the available exchange rate at the time of purchase.

Credit cards accepted are MasterCard, VISA, Discover, and American Express credit cards, purchase cards and major bank debit cards. Payment via net thirty (30) days is available to businesses, schools and agencies or as otherwise specified by Pasternack subject to approved credit.

For International Orders

Credit cards accepted are MasterCard, VISA, and American Express. Payment via open credit account with Net thirty (30) days can be established for companies having three U.S. references. Prepaid Wire Transfer: You can wire the funds to our bank. We will contact you with the total amount which will include shipping charges and a \$40 wire transfer fee. Orders will not be accepted until funds have been received in full and Purchase Order (PO) has been received. Customer is responsible for duties and taxes.

4. SALES TAX

Only California residents need to remit sales tax. Pasternack does not remit sales tax to states other than California. Any sales tax due that is not collected by Pasternack is the responsibility of the customer.

5. TOLERANCES

All coaxial cable assemblies displayed in the Pasternack catalog and website have a standard cable length tolerance of $\pm 1.5\%$ or $\frac{3}{16}$ inches (0.375"), whichever is greater. Cable Assemblies in excess of this tolerance factor are eligible for repair and / or replacement under the terms of the Pasternack Limited Warranty.

6. DELIVERY AND TITLE

Shipping or freight charges and insurance will be paid by the customer. All sales are made FCA Shipping Point (as defined by the INCOTERMS 2000) in Irvine, CA USA. Shipping or freight charges from Pasternack's Irvine, CA facility are prepaid and added to the invoice, or billed collect. Subject to Pasternack's right of stoppage in transit, delivery of the Products to the carrier will constitute delivery to Customer and title and risk of loss will pass to Customer. Pasternack will make reasonable efforts to initiate shipment and schedule delivery as close as possible to Customer's requested delivery date(s). Customer acknowledges that delivery dates provided by Pasternack are estimates only and that Pasternack will not be liable for failure to deliver on such dates. Selection of the carrier and delivery route will be made by Pasternack unless specifically designated by Customer. Pasternack reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle Customer to cancel any other installment(s). Delivery of any installment of Products within thirty (30) days after the date requested will constitute a timely delivery. Delivery of a quantity which varies from the quantity specified shall not relieve Customer of the obligation to accept delivery and pay for the Products delivered.

April 1, 2013

7. PASTERNAK'S LIMITED WARRANTY

All products are covered by a LIMITED WARRANTY for a period of one (1) year from the date of shipment when purchased from Pasternack Enterprises, Inc. Customer must notify Pasternack within one (1) year from date of shipment of any defective product. An approved Return Materials Authorization (RMA) number must first be obtained from Pasternack prior to the return of any merchandise to Pasternack for inspection under warranty. Shipping charges for all materials returned under this Limited Warranty are to be prepaid by the Customer. This warranty is limited to the original purchaser. Pasternack's liability arising out of any sale of products to Customer is expressly limited to either 1) Credit for the purchase price paid by Customer for such products (without interest), or 2) Repair and/or replacement of such products, found to be defective after inspection by Pasternack, and such remedies shall be exclusive and in lieu of all others. This warranty is in lieu of any and all other warranties, whether oral, written, expressed, implied or statutory. Further, no warranty will apply if the Product has been subject to misuse, neglect, accident or modification, or has been soldered or altered in any way.

All returns must be shipped to: Pasternack Enterprises, Inc.
17802 Fitch
Irvine, CA 92614-5417 USA

8. LIMITATION OF LIABILITIES

In no event shall Pasternack be liable for any special, incidental or consequential damages of any nature including, but not limited to, damages resulting from loss of profit or revenue, recall costs, claims for service interruptions or failure to supply downtime, testing, installations or removal costs, costs of substitute products, property damage, personal injury, death or legal expenses. Customer's recovery from Pasternack for any claim shall not exceed the purchase price paid by Customer for the goods, irrespective of the nature of the claim, whether in warrant, contract or otherwise. CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD PASTERNAK HARMLESS FROM ANY CLAIMS brought by any party regarding products supplied by Pasternack and incorporated into the customer's product.

9. STATEMENTS AND ADVICE

If statements or advice, technical or otherwise, are offered or given to Customer, such statements or advice will be deemed to be given as an accommodation to Customer and without charge and Pasternack shall have no responsibility or liability for the content or use of such statements or advice.

10. EXPORT CONTROL

Products purchased or received under these Terms and Conditions are subject to export control laws, restrictions, regulations and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export, any product to any prohibited or embargoed country, including but not limited to The Balkans, Belarus, Burma, Cote d'Ivoire, Cuba, the Democratic Republic of the Congo, Iran, Iraq, North Korea, Sudan, Syria, and Zimbabwe, or to any denied, blocked, or designated person or entity as mentioned in any such United States or foreign law or regulation. Customer represents and warrants that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons List (as identified by the [U.S. Treasury Office of Foreign Asset Control \(OFAC\)](http://www.treasury.gov) and by the [U.S. Department of Commerce, Bureau of Industry and Security \(BIS\)](http://www.bis.gov)), or any other United States or other government list of prohibited persons; and otherwise prohibited by United States or other law from purchasing the products or services hereunder. Customer shall be solely responsible to obtain any license to export, re-export or import as may be required.

11. GENERAL

The Terms and Conditions may not be modified or cancelled without Pasternack's written agreement. Accordingly goods furnished and services rendered by Pasternack are sold only on the terms and conditions stated herein. The Terms and Conditions will be governed by and construed in accordance with the laws of the State of California and the applicable laws of the United States of America. If Customer chooses to access the Pasternack Web Site from outside the United States, Customer does so on their own initiative and is responsible for compliance with all applicable local laws.

12. INTELLECTUAL PROPERTY

The drawings, text, product depictions, logos, content, product descriptions, and organization and taxonomy of Pasternack's catalog and website and of the described content within the catalog and website are proprietary to Pasternack and protected by intellectual property laws, including but not limited to United States Copyright law and United States Trademark law. Pasternack owns copyrights in these referenced works as well as the selection, arrangement, coordination and structure of the arranged content and works within their catalog and website. Use of this catalog/website does not give you any right to modify, reproduce, transmit, publish, publicly display, adapt, or create derivative works or in any way exploit any of the materials and content of Pasternack's catalog or website.