

Product Order Form

Please email the completed order form to admin@usb.org.

Company Name:

Member

Non-Member

Product Code:	Description:	Quantity	Member Price:	Non-Member Price:	Extended Price:
QM2	QuadraMAX 2 USB Type-C® and USB PD Tester *Note: This item can only ship to USA*		\$55,000.00 USD	\$59,000.00 USD	
QUADRAMAX	USB Type-C™ and USB PD Tester		\$1800.00 USD	\$2200.00 USD	
USBAUTH	USB Type-C Authentication Compliance		\$250.00 USD	\$550.00 USD	
USB4CVST	USB4 CV Host System		SOLD OUT	SOLD OUT	
USBFSTD	Full Speed Functional Compliance Test Device		\$250.00 USD	\$300.00 USD	
USBSHARK	USB4® V2 Evaluation Dock *Note: This item can only ship to USA*		SOLD OUT	SOLD OUT	
			Total Payment Due:		

Check here if you will be paying with check or wire transfer

Check here if you will be paying with Visa, MasterCard, Discover, Amex, or PayPal

- **In submitting this Product Order Form, your company is agreeing to the attached or enclosed Terms and Conditions. Any terms or conditions in any company purchase order or other acknowledgment or communication that are additional or different from these Terms and Conditions are hereby rejected and do not become part of this agreement.**
- **Shipping and Handling Fees are not included in the prices above and are to be paid by the purchaser.**
- **Insurance, Duties, customs and other taxes are not included within the above prices. It is your company's responsibility, and not that of USB-IF, to pay these taxes and fees.**
- **For complete product information, please visit <http://www.usb.org/developers/estoreinfo/>**

Shipping Information:

Orders must contain a complete shipping address and phone numbers for items to be fulfilled. No P.O. Boxes.

Ship Attention To:

Company

Name:

Address 1:

Address 2:

City:

State/Province:

Zip / Postal Code:

Country:

Payment Options and Information:

Payment in full is required before items will ship.

The USB-IF does NOT consider receipt of a purchase order to be payment in full.

The USB-IF accepts credit card, check, ACH transfer, PayPal, and wire transfer. All funds must be in USD.

Remittance Address:

USB Implementers Forum

3855 SW 153rd Drive

Beaverton, OR 97003

Credit Card or PayPal: The USB-IF accepts VISA, MasterCard, Discover, American Express and PayPal. To pay using a credit card or PayPal, please contact us at admin@usb.org. You will be sent a link to securely make your payment online.

Check: Please make checks (drawn/payable from a United States Bank only) payable to USB Implementers Forum.

Wire/ACH Transfer: If you wish to conduct a wire/ACH transfer, please contact us at admin@usb.org

The sender is responsible for wire fees charged by the transferring bank and must include sufficient funds for payment of these fees in the amount transferred.

Please ensure that your company name, the contact person's name and PO number (if applicable) are included on all payments to ensure that your request can be efficiently processed. **Payment in full is required before items will ship.** The USB-IF does not consider receipt of a purchase order to be payment in full.

Terms and Conditions

ACCEPTANCE OF TERMS.

By submitting this Product Order Form, Buyer agrees to be bound by these Terms and Conditions. These Terms and Conditions constitute the entire agreement between Buyer and USB Implementers Forum, Inc. ("USB-IF") with respect to the purchase or use of Products. ANY TERMS OR CONDITIONS IN BUYER'S PURCHASE ORDER, ACKNOWLEDGMENT, INVOICE, OR OTHER DOCUMENT THAT ARE ADDITIONAL TO OR DIFFERENT FROM THESE TERMS AND CONDITIONS ARE HEREBY REJECTED AND WILL NOT BECOME PART OF THIS AGREEMENT, REGARDLESS OF WHEN RECEIVED AND REGARDLESS OF WHETHER USB-IF EXPRESSLY OBJECTS TO SUCH TERMS. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by an authorized representative of USB-IF. USB-IF's acceptance of payment, shipment of Products, or failure to object to Buyer's forms will not constitute acceptance of any terms other than these Terms and Conditions.

NO WARRANTY AND ASSUMPTION OF RISK.

ALL PRODUCTS AND DOCUMENTS OFFERED FOR SALE BY USB-IF ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITATION, THERE IS NO WARRANTY OF NON- INFRINGEMENT, NO WARRANTY OF MERCHANTABILITY, AND NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES ARE EXPRESSLY DISCLAIMED.

Buyer acknowledges that the Products are specialized electronic test equipment involving electrical components, high temperatures, and other potential hazards. Buyer has had the opportunity to review all product documentation, safety notices, and specifications prior to purchase. BUYER EXPRESSLY ASSUMES ALL RISKS ASSOCIATED WITH THE STORAGE, TRANSPORTATION, HANDLING, AND USE OF THE PRODUCTS, INCLUDING WITHOUT LIMITATION ANY RISKS OF ELECTRICAL SHOCK, FIRE, BURNS, PROPERTY DAMAGE, DATA LOSS, OR PERSONAL INJURY. Buyer acknowledges that USB-IF has provided adequate warnings regarding the hazards associated with the Products and that Buyer's assumption of risk is a material inducement for USB-IF to sell the Products at the stated price.

IN NO EVENT WILL USB-IF BE LIABLE FOR ANY ACTUAL, DIRECT, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM SUCH USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Without limiting the foregoing, USB-IF will have no liability for damage to devices under test, host systems, test fixtures, power supplies, cables, or other third-party equipment used with the Products.

THE SALE OF PRODUCTS AND TESTING COMPONENTS THROUGH THIS ORDER FORM DOES NOT IMPLY SUCH PRODUCTS AND TESTING COMPONENTS ARE CERTIFIED AND/OR ENDORSED BY USB-IF. THESE PRODUCTS ARE FOR TESTING PURPOSES ONLY AND NOT FOR RESALE.

Buyer's assumption of risk and any release of liability set forth in this Agreement will apply to the maximum extent permitted by applicable law. To the extent such assumption or release is limited by law, Buyer agrees that USB-IF's liability will be reduced in proportion to Buyer's comparative fault, assumption of risk, or misuse of the Products.

To the extent any limitation of liability or exclusion of damages set forth in this Agreement is determined to be unenforceable under applicable law, USB-IF's liability will be limited to the maximum extent permitted by law, and in no event will USB-IF be liable for damages in excess of the amount paid by Buyer for the specific Product giving rise to the claim.

QUALIFIED USERS AND COMPLIANCE WITH INSTRUCTIONS.

Buyer represents and warrants that the Products will be installed, operated, maintained, and stored only by qualified personnel who: (a) have appropriate technical training and expertise in the use of electronic test equipment; (b) have read and understood all safety instructions, warnings, Quick Start Guides, and operating procedures provided by USB-IF; and (c) are familiar with and will observe all applicable Electrostatic Discharge (ESD) precautions. USE OF THE PRODUCTS BY UNQUALIFIED PERSONNEL WILL VOID ANY RETURN, REPAIR, OR REPLACEMENT RIGHTS AVAILABLE UNDER THESE TERMS AND CONDITIONS AND WILL RELEASE USB-IF FROM ANY AND ALL LIABILITY ARISING FROM SUCH USE. Buyer will be solely responsible for ensuring that all users meet these qualifications.

Buyer agrees to comply, and to ensure that all users comply, with all safety instructions, warnings, and operating procedures provided by USB-IF, including but not limited to those set forth in the Important Safety Notice, Quick Start Guide, and any other documentation accompanying the Products. Such instructions include, without limitation: (a) proper grounding and electrical connection requirements; (b) ESD precautions; (c) temperature and ventilation requirements; (d) prohibitions on use near flammable materials; and (e) power supply requirements. FAILURE TO COMPLY WITH ANY SAFETY INSTRUCTION OR WARNING WILL: (i) IMMEDIATELY VOID ALL WARRANTIES; (ii) BAR ANY CLAIM AGAINST USB-IF FOR DAMAGES ARISING FROM SUCH NON-COMPLIANCE; AND (iii) CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT.

USE RESTRICTIONS; NO TRANSFER.

These Products are for testing purposes only and not for resale. Buyer may not resell, lease, sublicense, lend, or otherwise transfer possession of any Product to any third party without the prior written consent of USB-IF. Any attempted transfer in violation of this provision will be void. If USB-IF consents to any transfer, such consent will be conditioned upon: (a) the transferee's written agreement to be bound by all terms and conditions of this Agreement, including all safety warnings, use restrictions, warranty disclaimers, and limitations of liability; and (b) Buyer's delivery to the transferee of all safety documentation and operating instructions provided by USB-IF. Notwithstanding any permitted transfer, Buyer will remain jointly and severally liable with the transferee for all obligations under this Agreement.

WAIVER OF CLASS ACTIONS.

ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PRODUCTS MAY BE BROUGHT SOLELY IN BUYER'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, CLASS MEMBER, OR REPRESENTATIVE IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. BUYER HEREBY WAIVES ANY RIGHT TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING AGAINST USB-IF. Any arbitration or litigation may be conducted on an individual basis only, and no arbitration or litigation may be consolidated with any other proceeding involving any other party.

If the waiver of class, collective, consolidated, or representative actions set forth above is held to be

unenforceable as to any particular claim or form of relief, such waiver will remain enforceable as to all other claims and forms of relief to the maximum extent permitted by law, and any such claim will be severed and proceed, if at all, only on an individual basis to the fullest extent allowed.

EXCLUSIVE REMEDY.

BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE PRODUCT, AND USB-IF'S SOLE AND EXCLUSIVE LIABILITY, WILL BE LIMITED TO, AT USB-IF'S SOLE OPTION: (a) REPAIR OF THE DEFECTIVE PRODUCT; (b) REPLACEMENT OF THE DEFECTIVE PRODUCT WITH A CONFORMING PRODUCT; OR (c) REFUND OF THE PURCHASE PRICE PAID FOR THE DEFECTIVE PRODUCT. This exclusive remedy is subject to the return procedures set forth herein, including the requirement that Buyer obtain a Return Authorization (RA) number and return defective Products within thirty (30) days of receipt. This exclusive remedy will not be deemed to have failed of its essential purpose so long as USB-IF is willing to provide repair, replacement, or refund as set forth herein. No other remedy (including but not limited to damages for lost profits, business interruption, or any other incidental, consequential, special, or punitive damages) will be available to Buyer.

PURCHASING/RETURN POLICY.

If you wish to purchase products described on the usb.org web site, you will be asked to supply certain information, including but not limited to credit card or other payment information. You agree all information you provide to the USB-IF will be accurate, complete and current. You agree to pay all charges incurred by authorized users of your account and credit card or other payment mechanism at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes, insurance, and shipping and handling charges relating to your purchases.

Non-Defective Products

We will not accept returns on non-defective products.

Defective Products

Defective products may be returned for either exchange or repair (at the discretion of the USB-IF) within 30 days from the shipment date.

No defective product will be accepted without a return authorization (RA) number. To request a RA number, please contact a USB-IF Customer Service Specialist; please see the contact information below. RA numbers are valid for ten business days after issue. Your RA number(s) must appear clearly on the shipping label of the return shipment. Affix a label to the box:

PLEASE DO NOT MARK THE BOX ITSELF IN ANY WAY.

GENERAL.

Headings are for convenience only and do not affect the interpretation of this Agreement.

Nothing in this Agreement may be deemed to create any partnership, joint venture, agency, or fiduciary relationship between the parties. This Agreement is for the sole benefit of the parties and confers no

rights or remedies upon any third party.

The failure of USB-IF at any time to enforce any provision of these Terms and Conditions will not be deemed a waiver of future enforcement of that or any other provision.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision will be enforced to the maximum extent permissible under applicable law, and the remaining provisions of this Agreement will remain in full force and effect. Any invalid, illegal, or unenforceable provision will be deemed modified so as to be valid and enforceable to the fullest extent permitted by law while preserving the intent of the parties.

All provisions of this Agreement which by their nature should survive acceptance, delivery, use, transfer, or termination of the Products—including without limitation warranty disclaimers, limitations of liability, assumption of risk, and use restrictions—will survive.

USB-IF may not be liable for failure or delay in performance due to causes beyond its reasonable control.

USB-IF CONTACT INFORMATION.

If you have questions, please contact us at:

USB Implementers Forum
3855 SW 153rd Dr.
Beaverton, OR 97003
Phone: 1-503-619-0426
Fax: 1-503-644-6708
Email: admin@usb.org