



# Terms and Conditions of Sale

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All quotations and sales by Richardson RFPD, Inc. its subsidiaries or affiliates (“Richardson RFPD”) are subject to these terms and conditions; provided, however, that in the event that you, the customer, have a written contractual agreement with Richardson RFPD, regarding your purchase of Richardson RFPD products, then the terms and conditions contained in that agreement (supplemented by the non-conflicting terms contained in these Terms and Conditions) shall govern the quotations and sales of products purchased from Richardson RFPD

1. Except as otherwise set forth on the front of an Richardson RFPD invoice or acknowledgment, terms of payment are net 30 days from invoice date; prices are FOB Richardson RFPD’s facility (as defined in the Uniform Commercial Code); and prices do not include any taxes, freight, handling, duty or other similar charges, payment of which will be the sole responsibility of customer. Prices are conditioned upon timely payment and any past due balance will accrue interest at the monthly rate of one and one-half percent. Freight charges may be constructed on the basis of standard carrier tariffs and may not reflect actual transportation costs. Richardson RFPD reserves the right to modify terms prior to shipment, require payment in advance, or delay or cancel any shipment or order by reason of customer’s creditworthiness or should customer fail to fulfill any obligation when due. You may receive an e-mail or mechanized document from Richardson RFPD describing your order details. That e-mail/document legally suffices as your purchase order. It will also represent Richardson RFPD’s confirmation of your order. Richardson RFPD may revoke its acceptance of such purchase order for any reasonable reason, including your inability to provide Richardson RFPD with adequate comfort that you (i) will comply with all relevant laws, such as export regulations, or (ii) are, in Richardson RFPD’s sole discretion, credit worthy.

2. In the absence of prior agreement as to shipping, Richardson RFPD may select a carrier. Richardson RFPD's responsibility for any loss or damage ends, and title passes, when products are delivered to the carrier, to customer, or to customer's agent (including, without limitation, any test house or value added service provider), whichever occurs first. Customer will pay for storage charges if Richardson RFPD holds products at customer's request pending instructions or rescheduled delivery.
3. Richardson RFPD warrants those products assembled or customized by it against defects caused solely by faulty assembly or customization for 90 days after delivery. All other products, and the components and materials utilized in any assembled or customized products, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by Richardson RFPD or the manufacturer. Customer's exclusive remedy, if any, under these warranties is limited, at Richardson RFPD's election, to any one of (a) refund of customer's purchase price, (b) repair by Richardson RFPD or the manufacturer of any products found to be defective, or (c) replacement of any such product. Customer acknowledges that except as specifically set forth or referenced in this paragraph, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE) BY RICHARDSON RFPD OR ANY OTHER PERSON, EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS, THEIR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. RICHARDSON RFPD ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR MANUFACTURER'S PRODUCT SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO RICHARDSON RFPD BY OR ON BEHALF OF CUSTOMER. Use of the customer's part number on any document or on any products is for convenience only and does not constitute any representation by Richardson RFPD with respect to the performance, specifications, or fitness of any part for any purpose.
4. Richardson RFPD retains a purchase money security interest in all products sold by Richardson RFPD to customer, and in the proceeds of any resale of such products, until the purchase price and any other charges due to Richardson RFPD have been

paid in full. Upon any breach by customer of these terms and conditions, Richardson RFPD will have all rights and remedies of a secured party under applicable law, which rights and remedies will be cumulative and not exclusive. Customer is responsible for all costs and expenses incurred by Richardson RFPD in collecting any sums owing by customer (which may include, but are not limited to, collection agency and reasonable attorneys' fees). Richardson RFPD shall have the right to offset any sum owed by Richardson RFPD or any Richardson RFPD subsidiary to Customer against any sum owed by Customer to Richardson RFPD or any Richardson RFPD subsidiary. All transactions are governed by the laws of the State of New York. The parties waive any right to trial by jury.

5. Products are deemed accepted by customer unless customer notifies Richardson RFPD in writing within 10 days of delivery of product shortages, damage or defect. No returns may be made for any reason without a Return Authorization Form issued by Richardson RFPD. If customer refuses to accept tender or delivery of any products or returns any products without authorization from Richardson RFPD, such products will be held by Richardson RFPD awaiting customer's instruction for 20 days, after which Richardson RFPD may deem the products abandoned and dispose of them as it sees fit, without crediting customer's account.
6. Richardson RFPD will not be liable for any failure or delay in its performance or in the delivery or shipment of products, or for any damages suffered by customer by reason of such failure or delay, when such failure or delay is caused by, or arises in connection with, any fire, flood, accident, riot, earthquake, severe weather, war, governmental interference or embargo, strike, shortage of labor, fuel, power, materials or supplies, delay in delivery by Richardson RFPD's suppliers or any other cause or causes beyond Richardson RFPD's reasonable control. Richardson RFPD reserves the right to cancel without liability any order, the shipment of which is or may be delayed for more than 30 days by reason of any such cause. Richardson RFPD reserves the right to allocate in its sole discretion among customers or potential customers, or defer or delay the shipment of, any product which is in short supply.
7. This document, and not any purchase order or other customer document (which, if construed to be an offer is hereby rejected), will be deemed an offer or counteroffer

and is a rejection of any other terms or conditions. Customer, by accepting any products, making any payments or ordering any products having previously received these terms and conditions, will be deemed to have assented to these terms and conditions, notwithstanding any terms contained in any prior or later communication from customer and whether or not Richardson RFPD will specifically or expressly object to any of customer's terms. Richardson RFPD's failure to object to any document, communication or act of customer will not be deemed a waiver of any of these terms and conditions. Any addition or change to these terms and conditions must be specifically agreed to in writing by a duly authorized officer of Richardson RFPD before becoming binding on Richardson RFPD

8. If customer's order is placed under a contract with the United States Government, Richardson RFPD agrees to comply only with those contract provisions and regulations with which, pursuant to law, it must comply and of which customer has, at the time of order placement, placed Richardson RFPD on written notice. In no event will United States Government Cost Accounting Standards apply. All rights in technical data and software owned or licensed by Richardson RFPD or the manufacturer are hereby reserved and deemed restricted or limited. Unless specifically otherwise agreed in writing by Richardson RFPD, customer acknowledges that products sold by Richardson RFPD are not intended for and will not be used in life support systems, human implantation, nuclear facilities or systems or any other application where product failure could lead to loss of life or catastrophic property damage. Customer will indemnify and hold Richardson RFPD harmless from any loss, cost or damage resulting from customer's breach of the provisions of this paragraph.
9. Products may be subject to export or resale restriction or regulation, and customer acknowledges that it will comply with such restrictions and regulations. Any statement as to product country of origin, Export Control Classification Number, or compliance with applicable law (including, without limitation, that products are lead-free or RoHS compliant) is as provided to Richardson RFPD by its suppliers, and Richardson RFPD does not warrant its accuracy and will not be liable for any error with regard to same. Customer uses such information at its own risk. Customer understands that the commodities, software, and/or technology it purchases may be subject to export, re-export, or other restrictions under the laws of the country of

manufacture, the country of the seller/distributor, and the country in which the Customer resides. Therefore, Customer, on behalf of itself, its subsidiaries and affiliates, warrants and agrees to abide by all applicable laws and regulations relating to the export and re-export of such commodities, software, and/or technology and the direct products thereof in relation to goods obtained by Customer and its subsidiaries and affiliates. In particular:

- a. You understands that U.S. origin commodities, software, and/or technology, exported from the U.S., and/or foreign manufactured products made with U.S. origin technology or more than de-minimis U.S. component content are subject to U.S. re-export laws. In the event of re-export, You agree to ensure that the required permissions (license, license exception, etc., as applicable) will be obtained.
- b. You certify that the commodities, software, and/or technology will not be used, sold, re-exported or incorporated into products used directly or indirectly, in the design, development, production, stockpiling, or use of chemical or biological weapons, nuclear programs (including activities related to nuclear explosive devices, nuclear reactors, and nuclear fuel-cycle activities), missiles (including cruise and ballistic missile systems, space launch vehicles, sounding rockets, target drones, remotely piloted vehicles, and reconnaissance drones), and maritime nuclear propulsion projects except as authorized under applicable laws and regulations relating to the export and/or re-export of these items.
- c. You certify that the commodities, software, and/or technology will not be sold, re-exported or incorporated into products for use by military, police, or intelligence entities, or for any space applications except as authorized under applicable laws and regulations relating to the export and/or re-export of items to such entities.
- d. You certify that the commodities, software, and/or technology will not be used directly or indirectly, sold, re-exported or incorporated into products for the foreign vessels or aircraft except as authorized under applicable laws and regulations relating to the export and/or re-export of these items.
- e. You certify that the commodities, software, and/or technology will not be used directly or indirectly, sold, re-exported or incorporated into products for the

benefit of certain Chinese, Russian, Indian, Pakistani or any other persons named by the U.S. government on the Entity List at Part 744 of the Export Administration Regulations, or to persons designated by the U.S. government as Specially Designated Global Terrorists (SDGTs), Specially Designated Terrorists (SDTs), Foreign Terrorist Organizations (FTOs) on the Specially Designated National (SDN) list, or to persons on the SDN List followed by the suffix FRYM (relating to U.S. sanctions on the Federal Republic of Yugoslavia and Montenegro).

- f. You certify that the commodities, software, and/or technology will not be used directly or indirectly, sold, re-exported or incorporated into products that constitute general purpose microprocessors for military end-uses or military end-users except as authorized under applicable laws and regulations relating to the export and/or re-export of items to such items.
  - g. You certify that no commodities, software, and/or technology obtained from Richardson RFPD, Inc., its subsidiaries and/or affiliates, or of U.S. origin will be exported or re-exported (directly or indirectly), diverted, or transhipped to or via any country in violation of U.S. unilateral or U.N. economic embargo.
  - h. Richardson RFPD also reserves the right to cancel any order, the shipment of which would require an export license.
10. Richardson RFPD certifies that it complies with all applicable requirements of Sections 6, 7 and 15 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.
11. Except for the warranty coverage referenced in paragraph 3, above, NEITHER RICHARDSON RFPD NOR ITS SUPPLIERS WILL HAVE ANY LIABILITY OR OBLIGATION TO CUSTOMER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE INADEQUACY OF ANY PRODUCTS FOR ANY PURPOSE, BY ANY DEFICIENCY OR DEFECT IN ANY PRODUCT (WHETHER OR NOT COVERED BY ANY WARRANTY), BY THE USE OR PERFORMANCE OF ANY PRODUCTS OR BY ANY FAILURE OR DELAY IN RICHARDSON RFPD'S PERFORMANCE HEREUNDER, OR FOR ANY SPECIAL, DIRECT, INDIRECT,

INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR LOSS OF BUSINESS OR PROFIT, WHETHER OR NOT CUSTOMER WILL HAVE INFORMED RICHARDSON RFPD OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES.

12. The performance of any value added service may void the manufacturer's warranty and render products nonreturnable. Orders incorporating such services are, accordingly, noncancelable and the products are nonreturnable. Any third party value added service provider is deemed to be an agent of customer.
13. Any software or other intellectual property included in or relating to products is supplied by its manufacturer or licensor. Richardson RFPD makes no representation or warranty with respect thereto and will have no liability in connection therewith. Customer agrees to comply with all requirements with regard to proprietary and similar rights in and to any intellectual property (including any requirement to enter into a separate license agreement and prohibitions against duplicating or disclosing the same), even if Richardson RFPD has broken the seal on any "shrink wrapped" software. If Customer provides Richardson RFPD with any intellectual property, Customer warrants that it has all necessary legal rights to such property. Customer will indemnify Richardson RFPD against and hold it harmless from any and all liability, cost or expense arising from a breach or purported breach of the requirements described in this section.
14. Richardson RFPD may assign accounts receivable to a Richardson RFPD affiliate. In order to defray the cost of customer account administration, any credit balance or other sum owed to customer which remains unclaimed by customer for a period of twelve months will become the property of Richardson RFPD.
15. No order or Customer obligation may be cancelled, rescheduled, reconfigured, or assigned without Richardson RFPD's prior written authorization and, in such event, customer will be liable to Richardson RFPD for any additional costs and expenses incurred by Richardson RFPD. Prices are subject to change by Richardson RFPD upon customer rescheduling or reconfiguration of orders. Prices are also subject to change in response to supplier price increases or if a price has been quoted in error, whereupon, customer may cancel the undelivered portion of any affected order by

delivering written notice to Richardson RFPD prior to the shipment thereof and within 10 days of its receipt of notice of the price increase.

RICHARDSON RFPD, Inc.