

TEKTRONIX WORLDWIDE TERMS AND CONDITIONS OF SALE

- 1. PRODUCTS AND PARTIES.** As used in these Tektronix Worldwide Terms and Conditions of Sale (these "Terms"), "Product(s)" means the hardware; software; and standard warranty services, standard installation and training services ("Services") specified on the quotation, acknowledgement, pro forma or invoice issued by Tektronix ("Order Document"). Such Product(s) are sold or licensed (or in the case of a quotation, offered for sale or license) by the Tektronix entity there specified ("Tektronix") to the customer there specified ("Customer").
- 2. CUSTOMER'S ORDER FORMS.** These Terms shall apply to the sale or license of the Product(s) by Tektronix to Customer to the exclusion of any additional or different terms and conditions, including any terms or conditions which Customer may purport to apply under any Customer request for quotation, purchase order or similar document, or which Customer may purport to offer in response to these Terms. All such additional or different terms and conditions are expressly rejected by Tektronix. Customer's acceptance of delivery of the Product(s) constitutes Customer's assent to these Terms, and only these Terms. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms. If a written contract signed by both parties is in existence covering the sale of the Product(s), the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.
- 3. PRICES: VALIDITY OF QUOTATIONS.** The price(s) for the sale or license of the Product(s) and the currency of payment are as stated on the face of the Order Document. Quotations supplied by Tektronix are valid for 30 days unless a different validity period is stated on the quotation.
- 4. RESCHEDULING, CANCELLATION AND RETURNS.** Customer may submit a request to Tektronix to reschedule or cancel an order. All such requests must be in writing and are subject to acceptance or rejection by Tektronix. Any request to reschedule or cancel any order which request is received by Tektronix less than 30 days before the then-scheduled shipping date, if accepted, may be subject to payment of a rescheduling or cancellation fee in the amount of 5% of the net order value of the Product(s) affected.
- 5. SHIPMENT.** Tektronix will make commercially reasonable efforts to ship the Product(s) by the estimated ship date shown on the applicable acknowledgement. Tektronix may make partial shipments unless Customer specifically objects in writing. Shipment shall be in accordance with Incoterms 2020 per the specific Incoterm stated on the Order Document, except (a) Tektronix will not be liable for any delay or failure to perform its obligations under the applicable Incoterm resulting from circumstances beyond Tektronix's reasonable control or which would cause Tektronix to incur unreasonable expense to avoid, and (b) risk of loss shall pass in accordance with Section 6 of these Terms.
- 6. TITLE AND RISK OF LOSS.** Title to all Products other than software shall pass at the same time as the risk of loss. Title to software shall remain with Tektronix and/or its licensors. For Products shipped to a Customer location in the country where the Tektronix selling entity is incorporated, risk of loss shall pass at the later of (i) the point provided in the applicable Incoterm or (ii) when the shipment leaves the country where the shipment to the Customer originates.
- 7. ACCEPTANCE.** Acceptance of Products occurs as follows:

For Products where installation is not provided by Tektronix, at the time of shipment.

For Products where installation is provided by Tektronix, at the time the Products pass Tektronix installation and testing procedures, and in all cases no later than thirty (30) days after delivery.

For Software:

- a. Software-as-a-Service (SaaS): when Customer's subscription becomes active.
- b. License keys: when Tektronix has provided any and all license key(s) needed to download, install or activate the software to Customer.
- c. Pre-installed on Product: in accordance with the applicable statement for Products above in this Section 7.

- 8. TAXES AND OTHER CHARGES.** All prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, including by way of example only value-added tax, duties, and charges (collectively, "Charges") of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all Charges; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, Tektronix' income, revenues, gross receipts, personal or real property, or other assets. If sales to Customer are exempt from any Charges, Customer shall furnish to Tektronix a certificate of exemption prior to shipment.
- 9. INVOICES AND PAYMENT.** Upon each shipment, Tektronix will issue an invoice to the Customer. Payment terms and currency of payment are as stated on the Order Document. Customer shall not be entitled to make any deduction in respect of any set-off or counterclaim. For Products other than software shipped to a location in the United States, Tektronix shall hold a security interest in such Products until receipt of full payment. For Products other than software shipped to a location outside of the United States, if Customer is past due on payment for any such Product, Tektronix shall have the right to take possession of that Product and sell it, applying the proceeds of any sale to the balance due on the Product. Without prejudice to its other rights hereunder, Tektronix may charge interest at the lesser of 1.5% per month or the maximum amount allowed by applicable law on any balance outstanding after the payment due date, such interest accruing on a daily basis. Tektronix may change its credit terms, suspend its performance, and/or terminate any outstanding orders when, in the opinion of Tektronix, Customer's financial condition or record of payment so warrants. Customer agrees to pay any third-party collection expenses, including reasonable attorney's fees, incurred by Tektronix to collect any past-due amounts.
- 10. SOFTWARE.** Software, regardless of delivery method, is provided under license and is subject to the terms set out in the Tektronix End User License Agreement, which is accessible at https://www.tek.com/en/terms_and_conditions, as documentation provided with the software or upon request. In general, Tektronix's licenses prohibit reproduction of software, limit use of software to the intended operation of the Product with which the software is originally acquired from Tektronix and prohibit disassembly, decompilation and reverse engineering of the software to the maximum extent permitted by applicable law. Customer may use and reproduce the software only as permitted by the applicable license. Software may contain third party software with separate license terms that may apply and take precedence.
- 11. TERMS OF SERVICE.** Tektronix Worldwide Terms and Conditions of Service (applicable to all services not included in the definition of Services above) are available at https://www.tek.com/en/terms_and_conditions, upon request or as otherwise indicated on the quote.
- 12. USE OF RECONDITIONED MATERIAL.** Products may include materials that are reconditioned to like-new performance and functionality. Customer shall not be entitled to reject Products or seek any diminution in the price of Products on the basis of the inclusion of reconditioned materials.
- 13. EXPORT RESTRICTIONS.** Customer shall not export, re-export, or transfer, directly or indirectly, any Product or technical data received from Tektronix to any country or user to which such export, re-export or transfer is restricted by United States or other country law or regulation without first obtaining any required governmental license, authorization, certification or approval. If Customer resells or otherwise disposes of any Product or technical data purchased or licensed hereunder, it will comply with any export restrictions applicable to such transfer. Tektronix shall have no liability for delayed delivery or non-delivery resulting from denial, revocation, suspension or governmental delay in issuance of any necessary export license or authority.
- 14. WARRANTY.**

Hardware. Tektronix warrants to Customer that each hardware Product will be free from defects in materials and workmanship for the period set forth on the quotation or for three (3) months from the date of shipment whichever period is longer. If any such Product proves defective during the warranty period, Tektronix, at its option, will repair the defective product without charge for parts and labor, or provide a replacement in exchange for the defective Product. Parts, modules and replacement products used by Tektronix for warranty work may be new or reconditioned to like new performance. All replaced parts, modules and products become the property of Tektronix.

In order to obtain service under this hardware warranty, Customer must notify Tektronix of the defect before the expiration of the warranty period and make suitable arrangements for the performance of service. Customer shall be responsible for packaging and shipping the defective Product to the service center designated by Tektronix, with shipping charges prepaid. Tektronix shall pay for the return of the Product to Customer if the shipment is to a location within the country in which the Tektronix service center is located. Customer shall be responsible for paying all shipping charges, duties, taxes, and any other charges for Products returned to any other locations.

Services. Tektronix warrants to Customer that the Services will be performed in a workmanlike manner and that all parts installed in the performance of Services will be free from defects in materials and workmanship for a period of three (3) months from the date of Services. If any Services or any new or reconditioned part installed in the course of Services proves defective within the three (3) month warranty period, Tektronix, at its election, will correct or reperform the defective work and replace the defective part without charge for labor. Customer must notify Tektronix of the defect before the expiration of the three (3) month warranty period and make suitable arrangements for the re-performance of Services. Materials that are reconditioned to like-new performance and functionality may be used in performance of the Services. Customer shall not be entitled to reject Services or seek any diminution in the price of Services on the basis of the inclusion of reconditioned materials. Tektronix is not responsible for Products damaged after return to Customer due to causes unrelated to the Service performed.

In order to obtain service under this Services warranty, Customer must notify Tektronix of the defect before the expiration of the three (3) month warranty period and make suitable arrangements for the performance of service. Tektronix will provide corrective service at the location where the original service was performed. When corrective service is performed at the service center, the Customer shall be responsible for packaging and shipping the defective product to the service center, with shipping charges prepaid. Tektronix shall pay for the return of the product to Customer if the shipment is to a location within the country in which the Tektronix service center is located. Customer shall be responsible for paying all shipping charges, duties, taxes, and any other charges for products returned to any other locations.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. TEKTRONIX, ITS AFFILIATES AND ITS VENDORS, DISCLAIM ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THEIR EQUIVALENTS IN ANY JURISDICTION.

TEKTRONIX' RESPONSIBILITY TO REPAIR OR REPLACE A DEFECTIVE PRODUCT IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO CUSTOMER FOR BREACH OF ANY PRODUCT WARRANTY PROVIDED BY TEKTRONIX.

TEKTRONIX WORLDWIDE TERMS AND CONDITIONS OF SALE

TEKTRONIX' RESPONSIBILITY TO REPLACE DEFECTIVE PARTS, CORRECT ITS WORK, OR REPERFORM THE SERVICE IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO THE CUSTOMER FOR BREACH OF ANY SERVICES WARRANTY PROVIDED BY TEKTRONIX.

15. **WARRANTY EXCLUSIONS.** Tektronix will not be liable or responsible under any warranty or other obligation to:
- service any Product that has been damaged, abused, overused or misused as determined by Tektronix;
 - service any Product that has received unauthorized modification, repair or service that impairs performance or impedes normal service;
 - paint or refinish any Product for cosmetic purposes;
 - provide any application software support or any service involving application hardware; or
 - repair or replace any accessories.

Such services may be provided by Tektronix at Customer's request and charged to Customer at the then-current rates for parts and per call service.

16. **INFRINGEMENT.** Tektronix, at its expense, will defend Customer against any claim based on an allegation that a Product furnished hereunder infringes a patent or copyright of a third party in the country where the ship-to address indicated on the quotation, acknowledgement, pro forma or invoice issued by Tektronix is located, and Tektronix will pay any resulting costs and damages finally awarded against Customer that are attributable to such claim or will pay the part of any settlement that is attributable to such claim; provided, that: 1) Customer notifies Tektronix promptly in writing of the claim, 2) Tektronix is permitted to control the defense or settlement of the claim, and 3) Customer cooperates reasonably in such defense or settlement at Tektronix's expense. In its defense or settlement of any claim, Tektronix may, in its sole discretion: a) procure for Customer the right to continue using the Product, b) modify the Product so that its use becomes non-infringing, c) replace the Product with a comparable product not subject to the claim, or d) provide Customer an opportunity to return the Product for refund of the purchase price paid less a reasonable allowance for use. Tektronix shall have no liability to Customer for claims of infringement based upon: i) the use of any Product in a manner other than that for which it is intended or in combination with any product not supplied by Tektronix; ii) the use of any Product designed, manufactured, or modified to the specifications of Customer; or iii) Customer or third-party modification to the Product after delivery. The foregoing states the entire obligation and liability of Tektronix with respect to infringement and claims thereof.

17. **LIMITATION OF LIABILITY.** EXCEPT AS PROHIBITED BY LOCAL LAW, IN NO EVENT WILL TEKTRONIX, ITS REPRESENTATIVES, AFFILIATES OR VENDORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, LOSS OF USE, LOST TIME, LOST DATA RESULTING FROM CUSTOMER'S PURCHASE OR USE OF ANY PRODUCT, THE DAMAGE OR FAILURE OF A SERVICED PRODUCT OR FROM DELAYS IN SERVICING A PRODUCT, THE INABILITY TO RENDER SERVICE ON A PRODUCT OR DIMINUTION IN VALUE ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THESE TERMS AND CONDITIONS, OR ANY OTHER REASON WHATSOEVER, EVEN IF SUCH DAMAGES WERE FORESEEABLE BY TEKTRONIX OR TEKTRONIX WAS ADVISED BY CUSTOMER OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED.

IN NO EVENT WILL TEKTRONIX' LIABILITY FOR ALL CLAIMS ARISING OUT OF THE PROVISION OF PRODUCTS UNDER THESE TERMS AND CONDITIONS EXCEED THE VALUE OF THE PRODUCTS PAID FOR BY CUSTOMER WHICH GAVE RISE TO THE CLAIM.

IN NO EVENT WILL TEKTRONIX' LIABILITY FOR ALL CLAIMS ARISING OUT OF THE PROVISION OF SERVICES UNDER THESE TERMS AND CONDITIONS EXCEED THE FEES PAID BY CUSTOMER FOR THE SERVICE GIVING RISE TO THE CLAIM.

18. **PERSONAL DATA.** Tektronix may collect personal data in connection with these Terms. Tektronix will process such personal data as set forth in the applicable Tektronix Privacy Policy/Statement/Notice available at <https://www.tek.com/privacy-statement>.
19. **WAIVER.** The failure of either party to enforce any provision of these Terms shall not be construed as a waiver of such provision or the right thereafter to enforce each and every provision.
20. **SEVERABILITY.** To the extent any provision or a portion of any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.
21. **ASSIGNMENT.** Customer may not assign or otherwise transfer its rights or obligations under these Terms without the prior written consent of Tektronix, and any attempt to do so shall be void. Tektronix may assign or transfer any of its rights or obligations under these Terms in connection with a merger, reorganization, transfer, sale of assets or product lines, demerger or spin-off transaction or change of control or ownership of Tektronix.
22. **ATTORNEY'S FEES.** Tektronix shall be entitled to recover its reasonable costs and attorneys' fees, both at trial and on appeal, in any litigation based on these Terms in which Tektronix is the prevailing party.
23. **GOVERNING LAW.** The rights and obligations of the parties shall be governed by and construed in accordance with the laws of the jurisdiction where the Tektronix selling entity is incorporated without giving effect to its principles of conflict of laws, and exclusive venue shall be in the courts of said jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.
24. **DISPUTE RESOLUTION.** The parties shall first attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination, or invalidity hereof (each, a "Dispute") by negotiation and consultation between themselves at the program level within thirty (30) days from the date an issue is raised by either party. If a Dispute cannot be resolved at the program level, it will be escalated to senior management, where the executive leaders of the parties shall attempt to resolve the Dispute within sixty (60) days from the escalation date. If the Dispute is still not resolved at the senior management level, then either party may, upon written notice, initiate an action with a court of competent jurisdiction pursuant to the Governing Law section. Nothing in this section shall restrict the right of the parties to immediately seek an injunction in any court of competent jurisdiction if there is a threat of irreparable injury, or for Tektronix to bring an action in the court of any jurisdiction where Customer is located or using Tektronix Products to enforce Tektronix's intellectual property rights.
25. **ORDERS UNDER U.S. GOVERNMENT CONTRACTS.** If the Customer order is being placed pursuant to a U.S. government contract, whether by the U.S. government as the end user, a prime contractor or higher tiered subcontractor to the U.S. government, Customer acknowledges that this order is for commercial of the shelf products or commercial services only under a Firm Fixed Price type contract. Tektronix agrees to comply with each of the subcontractor flow down requirements cited in Federal Acquisition Regulation (FAR) 52.244-6 (Subcontracts for Commercial Items), where the inclusion of the clause is mandated by FAR 52.244-6(c)(1) and to the extent the applicable thresholds are met by the order. Use, distribution or disclosure of Products by the U.S. government is subject to Defense Federal Acquisition Regulation (DFARS) 227.7202-3 (Rights in Commercial Computer Software), DFARS 252.227-7015 (Technical Data – Commercial Items), and FAR 52.227-19 (Commercial Computer Software – Restricted Rights). All FAR and DFARS clauses referenced in this Section 25 shall be to the clause revision in effect at the time of order booking.
26. **INTENDED CUSTOMERS/USE.** Products are intended for professional and industrial use only and are not suitable for consumer or household use. Customer represents and warrants that it is acquiring Products for professional and/or industrial use exclusively. Consumer or household use, or use outside of the Tektronix documented specifications or data sheets, will void the warranty for the Products. Tektronix is not responsible for any damages, including death or personal injury, resulting from unauthorized use.
27. **FORCE MAJEURE.** Tektronix shall not be responsible for any delay or failure to perform due to any cause beyond its reasonable control, including acts of terrorism, nature or governments; pandemics; interruptions of telecommunications, power or transportation; failure of contractors or suppliers; or inability to obtain necessary labor or materials. If any such event occurs, Tektronix reserves the right to cancel the applicable order.
28. **ENTIRE AGREEMENT.** These Terms and the quotation, acknowledgement, pro forma or invoice issued by Tektronix comprise the entire agreement between Tektronix and Customer and supersede any prior or contemporaneous negotiations or agreements with respect to their subject matter. No amendment shall be effective unless it is in writing and signed by an authorized representative of Tektronix and Customer. Tektronix signature on a Customer purchase order acknowledging receipt of the purchase order does not constitute an amendment to these Terms nor is it an acceptance of any Customer terms that may be referenced on such purchase order.