

TEKTRONIX COMPONENT SOLUTIONS STANDARD TERMS AND CONDITIONS OF SALE

- A. Supplier as used herein shall mean Tektronix Component Solutions. Buyer shall mean the party placing the purchase order.
- B. No contractual relationship between Supplier and Buyer shall arise until such time as Buyer has placed an order which has been accepted by Supplier and such acceptance has been indicated by an order acknowledgement from Supplier.
- C. Orders shall be subject to all of Supplier's standard terms and conditions as follows:
- SCOPE:** These terms and conditions of sale apply to all quotations/proposals made and purchase orders entered into by Supplier. The terms and conditions of Supplier's acceptance of any order shall govern, without regard to whether Buyer has accepted these conditions by written acknowledgement, implication or by acceptance and payment of goods. Supplier's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions of Supplier's acceptance. Any proposed changes in the terms and conditions of sale must be specifically agreed to in writing by Supplier before becoming binding. All orders or contracts must be approved and accepted by Supplier. Stenographic and clerical errors are subject to correction.
 - PRICES:** Prices are in accordance with Supplier's current price list and are quantity specific. Prices are subject to minimum order requirements. Irrespective of any prices quoted by Supplier or listed on Buyer's order, an order is accepted by Supplier only at the prices shown on Supplier's acknowledgement. Any details or breakdowns of the prices therein proposed are provided for information purposes and are not binding upon Supplier as the basis for pricing increments of the total tasks or for pricing subsequent repeat sales or services, unless so specified. Quotations are valid for 30 days unless stated otherwise. In the event Supplier consents to the cancellation or suspension of orders, Supplier shall be entitled to charge for work completed and material ordered or used until the time Supplier provides its written consent to such cancellation or suspension. When work is to be completed on material furnished by Buyer, prices are based on the quantity specified being delivered by Buyer at one time within a reasonable time after acceptance of order. Prices, specifications and terms and conditions, as well as all statements appearing in Supplier's catalogs and advertisements, and made elsewhere by Supplier are subject to change without notice. Changes by Buyer in specifications or delivery requirements will be subject to change in price. Increases in labor, freight or material before completion of performance by Supplier may be invoiced to Buyer.
 - TERMS AND METHOD OF PAYMENT:** Payment terms are net thirty (30) days from date of invoice, unless otherwise agreed upon by Supplier. Buyer will be charged 1.5% per month on overdue accounts, subject to applicable law. If Buyer fails to make payment, or if, in Supplier's opinion, a change in Buyer's financial condition or other circumstances no longer warrant shipment on the terms originally specified, Supplier may limit or cancel the credit of Buyer as to the time and amount and may demand payment in cash before delivery of any part of the goods. On any order on which credit is not extended by Supplier, shipment or delivery shall be made at Supplier's election as follows: Cash with order (in whole or part), or C.O.D. with all costs of collection charged to Buyer. Buyer shall not be entitled to make any deduction in respect to any set-off or counterclaim. Supplier retains a security interest in any goods or services delivered hereunder until receipt of full payment. Buyer agrees to pay any third-party collection expenses, including attorney's fees, incurred by Supplier to collect any past-due amounts.
 - COMMERCIAL ITEM:** The Application Specific Integrated Circuits (ASICs) and other components employed in the end-product modules, boards or IP, as defined in the subject Agreement meet the definition of "commercial item" as set forth in FAR 2.101 as, any item, other than real property, that is of the type customarily used by the general public or by non-governmental entities, for purposes other than governmental purposes, which has been sold or offered for sale to the general public as a standalone product, IC in a system or IP integrated into another ASIC. These ASICs and other components were developed exclusively at private expense, and incorporate proprietary IP of Tektronix Component Solutions or Tektronix, Inc. which owns and retains, all right, title and interest, thereto, and which claims rights under the Commercial Rights-Vendor License category.
 - WARRANTY:** Supplier warrants to Buyer that goods delivered under contract assembly and test services will conform to the applicable specifications and be free of defects in material and workmanship for a period of 90 days from date of shipment, goods dependent. Supplier warrants to Buyer that goods delivered as named, standard products (i.e., those with established nomenclature) will conform to published specifications for a period of twelve (12) months from date of shipment. Supplier shall repair or replace, at its discretion, any goods which either become defective or fail to meet the applicable specifications during the warranty period, provided that (a) Supplier is notified in writing by Buyer within the warranty period after discovery of defects or failure to meet specifications; (b) Buyer obtains a Return Material Authorization (RMA) number from Supplier prior to returning any defective goods to Supplier, (c) the defective goods are returned to Supplier and transportation charges are prepaid by Buyer; (d) the defective goods are received by Supplier for adjustment no later than (4) weeks following the last day of the warranty period; and (e) Supplier's examination of such goods shall disclose, to its satisfaction, that such defects or failures have not been caused by misuse, abuse, neglect, improper installation or application, repair, alteration, accident or negligence in use, storage, transportation or handling, or by components or materials supplied by Buyer. In the event that any one or more of the foregoing conditions (a) through (e) is not satisfied, Supplier shall have no liability under this warranty whatsoever. In the event that the foregoing exclusive remedy under this warranty is determined upon judicial review to have failed in its essential purpose through no fault of Buyer, the alternate exclusive remedy shall be the refund of the purchase price of the non-conforming goods. Any repairs to or alterations on the goods shipped must be authorized in writing by Supplier to prevent voiding Supplier's warranty.
THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO THE BUYER FOR BREACH OF THIS WARRANTY.
 - INFRINGEMENT; NO LICENSE:** With respect to goods manufactured to Buyer's designs or specifications, Buyer shall indemnify, defend and hold Supplier harmless from any claim or proceedings asserting that any such goods furnished infringe any patent(s), copyright(s), or trademark(s), or for misappropriation or use of any trade secret(s) or for unfair competition, if Buyer is notified promptly in writing of such suit or proceeding and is given full and complete authority, information and assistance by Supplier for such defense.
With respect to goods manufactured solely to Supplier's designs and specifications, Supplier shall indemnify, defend and hold Buyer harmless from any claim or proceeding asserting that any such goods infringe any patent(s), copyright(s), or trademark(s), or for misappropriation or use of any trade secret(s) or for unfair competition, if Supplier is notified promptly in writing of such suit or proceeding and is given full complete authority, information and assistance by Buyer for such defense. If infringement is alleged prior to the completion of delivery of goods, Supplier may decline to make further shipments without being in breach of any agreement. In the event that such goods are held in such suit or proceeding to be infringing and their use is enjoined or if in the opinion of Supplier such goods are likely to become the subject of a claim of infringement, Supplier at its sole discretion and at its own expense, may either; (a) procure for Buyer the right to continue using such goods; or (b) modify such goods so that they become non-infringing; or (c) replace such goods with non-infringing goods; or (d) accept the return of such goods, granting Buyer a refund therefore equal to the depreciated value thereof.
Supplier shall have no liability to Buyer under any provision hereof if any infringement or claim thereof is based upon (a) a modification of the goods not introduced by or approved by Supplier; or (b) the interconnection or use of the goods in combination with goods or other devices not made by Supplier, or (c) the use of the goods in other than an application recommended by Supplier.

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The foregoing states the entire liability of Supplier for infringement by the goods or any part(s) thereof. The sale of goods confers no license of any kind upon Buyer, by implication or otherwise.

7. **TAXES:** Any tax or government charge by the Federal, state or municipal government applicable to the goods now imposed or hereafter becoming effective shall be added by Supplier to the sales price where Supplier has the legal obligation to collect or pay same, and shall be paid by Buyer unless Buyer provides Supplier with proper tax-exempt certifications.
8. **TITLE AND DELIVERY:** The goods shall be delivered when ordered by Buyer on reasonable notice to Supplier, FCA Supplier's shipping dock (Incoterms 2000) and title hereto shall pass to Buyer upon Supplier's delivery of the goods to a common carrier for shipment to Buyer.
9. **DELIVERY SCHEDULE:** Notwithstanding any of the foregoing, Buyer understands that any delivery schedule set forth hereto is estimated only and is presented in good faith by Supplier. Supplier will use its reasonable efforts to meet such schedule. Supplier reserves the right, if it is unable to meet such schedule in the exercise of its best efforts, to delay, postpone, or terminate deliveries so scheduled, at its discretion. Supplier shall not be liable to Buyer or any other person or organization for any failure, under such circumstances, to deliver all or any portion of the products scheduled and shall and without limiting the foregoing, not be liable for any direct, indirect, incidental or consequential damages resulting from any failure to meet such schedule.

If manufacture or shipment of the goods or performance of services is delayed by Buyer or due to failures of material supplied by or specified by Buyer, Supplier reserves the right to invoice Buyer for all materials purchased, services performed, expenses incurred and storage of delayed goods.

10. **MATERIALS AND EQUIPMENT:** Title to materials or equipment supplied or paid for by Buyer (such as special dies, molds, jigs, tools, test equipment, masks, components or parts) shall remain or vest in Buyer, and Supplier shall use such material or equipment only in the performance of orders for Buyer. Buyer shall bear all risk of loss or damage to such materials or equipment; provided, however, that Supplier shall take steps reasonably designed to protect the materials or equipment from theft or damage, it being understood that such protections as are afforded Supplier's materials or equipment shall be considered reasonable. Upon request of Buyer, Supplier shall deliver such material or equipment to Buyer.
11. **CANCELLATION:** No cancellations or reschedules will be accepted within lead times as provided by the Supplier. All cancellations and reschedules of orders by the Buyer will be subject to a restocking/ cancellation charge of up to 100% of the value of the order. Acceptance of the cancellation or reschedule does not constitute a waiver of any restocking charge payable by Buyer. The amount of the restocking charge shall be determined by Supplier. Goods manufactured or sold by Supplier are not returnable except with Supplier's prior written consent. To reject goods as defective, Buyer must notify Supplier in writing within ten (10) days from receipt of the goods. Before allowing or rejecting any claim, Supplier shall have the option of reinspection at Buyer's location or its own. Defects that do not impair function shall not be a cause for rejection. Buyer shall have the right to replace within a reasonable time any goods which in its opinion do not conform to the order. No claim will be allowed for goods damaged by Buyer or damaged in transit. Expenses incurred in connection with claims for which Supplier is not liable will be charged to Buyer. Supplier will not be responsible for any work completed to correct errors unless such work is authorized by the written consent of Supplier. Supplier assumes no liability for any claim for infringement of any foreign or domestic patent.
12. **NON-WAIVER DEFAULT:** Each shipment made under any order shall be treated as a separate sale and transaction. If, in the event of any default by Buyer, Supplier elects to continue to make shipment, such election shall not constitute a waiver of any default by Buyer or in any way effect Supplier's legal remedies for any such default.
13. **FORCE MAJEURE:** Supplier shall not be responsible for any failure to perform due to causes beyond its control. These causes shall include but not be restricted to fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, riot, insurrection, sabotage, epidemic, quarantine restrictions, labor disputes, labor shortages, transportation embargoes or failures or delays in transportation, inability to secure raw materials or machinery for the manufacture of its devices, acts of God, acts of the Federal Government or any agency thereof, and judicial action. Similar causes shall excuse Buyer for failure to take goods ordered by Buyer, other than those already in transit or specially fabricated and not readily salable to other buyers.
14. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL SUPPLIER OR ITS VENDORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF BUYER'S PURCHASE OR USE OF ANY GOODS, EVEN IF SUPPLIER OR VENDOR HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
15. **ARBITRATION:** Any dispute arising between Supplier and Buyer with respect to this agreement, if not settled by negotiations between the parties within a reasonable time, shall be settled by arbitration in accordance with the rules then prevailing of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereon. Unless the parties otherwise agree in writing, such arbitration shall be conducted at Supplier's corporate headquarters located in Beaverton, Oregon.
16. **ASSIGNS:** The terms of this agreement shall be binding upon and inure to the benefit of the successor's and assigns to the entire business and good will of either Supplier or Buyer, or of that part of the business of either used in the performance of such contract but shall not be otherwise assignable.
17. **EXPORT RESTRICTIONS:** Buyer shall not export, re-export, or transfer, directly or indirectly, any product or technical data received hereunder, to any country or user to which such export, re-export or transfer is restricted by United States or local country law or regulation without first obtaining any required governmental license, authorization, certification or approval.
- If Buyer resells or otherwise disposes of any product or technical data, it will comply with any export restrictions applicable to such transfer. Supplier 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.
18. **MODIFICATION OF STANDARD TERMS AND CONDITIONS:** No addition to or modification of any of the provisions upon the face or reverse of this form shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier.
19. **GOVERNING LAW:** The validity, performance and construction of these terms and conditions shall be governed by the laws of the State of Oregon, without regard to its conflict of laws rules.
20. **GENERAL:** Supplier represents that with respect to the production of the goods and/or the performance of the services covered by this order, it will fully comply with all requirements of the Fair Labor Standards Act of 1938, as amended.