



TDK RF Solutions Inc.
1101 Cypress Creek Road
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TERMS AND CONDITIONS OF SALE

All orders for products (herein referred to as "Products") sold by TDK RF Solutions, Inc. (herein referred to as "Seller") to Purchaser are sold upon the following terms and conditions of sale.

- 1. DELIVERY.** Seller shall not be liable for delay in delivery due to fires, floods, accidents, hazards or transportation, strikes, labor conditions, material shortages, including delay of material from Seller's usual sources of supply, federal and state legislation, and/or any other causes beyond Seller's reasonable control. In any such event, the date of delivery shall be correspondingly increased or extended. Unless otherwise expressly agreed, risk of damage to or loss of Products at any time after shipment from Seller's factory is assumed by Purchaser and such damage or loss shall not operate in any way to release Purchaser from any of its obligations. Shipping dates are approximate and are subject to prompt receipt of requested information. Although every effort will be made to ship within the time estimated, Seller shall have no liability for loss of damage (including incidental and consequential damages) resulting from Seller's delayed performance or shipment, for any reason whatsoever.
- 2. TAXES.** All prices are exclusive of federal, state, local and other excise, sales, use, property, transportation, occupational and other taxes relating to the sale or import of the products, now or hereafter imposed, together with penalties and expenses, all of which shall be paid by Purchaser. Purchaser shall be responsible for collecting and/or paying any and all such taxes whether or not they are stated in any invoice for Products shipped and shall indemnify Seller with respect thereto. Seller, at its option, may at any time separately bill Purchaser for any taxes not included in Seller's invoice, and Purchaser shall pay said taxes, or in lieu thereof, shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.
- 3. TERMS OF SALE & DELINQUENCY CHARGE.** Unless otherwise indicated herein all sums due Seller shall be net 30 days from date of shipment. Seller reserves the right to charge one and half (1.5%) percent per month (but no more than the maximum percentage permitted by law) on all balances not paid by Purchaser within the designated net terms. Seller reserves the right at any time to revoke any credit extended to Purchaser because of Purchaser's failure to pay for any Products when due or for any other reason deemed good and sufficient by Seller. Seller shall make no sale or shipment of any Products to Purchaser on open account, or in any manner, if at any time the financial responsibility of Purchaser becomes impaired or unsatisfactory to Seller and Purchaser does not provide full security to Seller, or if at time of such sale or shipment Purchaser is delinquent in the payment of any account to Seller. In the event Purchaser shall be in default of any of the terms and conditions hereof, or becomes insolvent or proceedings are instituted to declare Purchaser bankrupt, or a receiver is appointed for Purchaser in any court, Seller may, at its option, terminate the contract, and upon such termination by Seller any and all claims or demands against Purchaser held by Seller shall immediately become due and payable.
- 4. ADDITIONAL CHARGES.** Except as otherwise specifically provided herein, Seller shall not be responsible for freight, transportation, insurance, shipping, storage, handling, demurrage or similar charges. If such charges are by the terms of sale included in a price, any increase in rates becoming effective after the date hereof shall be for the account of Purchaser.
- 5. LIMITATION OF WARRANTY.** Unless otherwise stated on the face hereof, all Products sold by Seller are warranted by Seller for a period of twelve (12) months commencing the date of delivery to be free from defects in materials and workmanship and to conform to the specifications of Seller. LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT AT SELLER'S OPTION OF ANY DEFECTIVE PRODUCT OR PART, AS MAY BE APPLICABLE. PRODUCTS OR PARTS CLAIMED TO BE DEFECTIVE IN WARRANTY AND FOR WHICH REPAIR OR REPLACEMENT IS DESIRED SHALL BE, IF REQUESTED BY SELLER, RETURNED, TRANSPORTATION PREPAID, TO SELLER'S PLANT FOR INSPECTION. A RETURN MATERIAL AUTHORIZATION NUMBER MUST ACCOMPANY THE RETURN SHIPMENT OF DEFECTIVE MATERIAL. RESULTS OF ORDINARY WEAR AND TEAR, IMPROPER MAINTENANCE, USE OR OPERATION, OR USE OF CORROSIVE OR ABRASIVE MATERIALS SHALL NOT BE CONSIDERED A DEFECT IN MATERIAL OR WORKMANSHIP. ANY PART MANUFACTURED BY ANOTHER IS NOT COVERED BY SELLER'S WARRANTY, BUT ONLY BY SUCH WARRANTY AS ITS MANUFACTURER GIVES. UPON REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART. SELLER'S WARRANTY WILL CONTINUE FOR THE REPAIRED OR REPLACEMENT PRODUCT OR PART FOR THE REMAINDER OF THE TWELVE (12) MONTH PERIOD APPLICABLE TO THE ORIGINAL PRODUCT OR PART. THE WARRANTY HEREIN CONTAINED IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6. LIMITATION OF REMEDY.** SELLER AND PURCHASER ACKNOWLEDGE THAT PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER SHALL BE THE REPAIR AND REPLACEMENT OF DEFECTIVE PRODUCTS OR PARTS AS PROVIDED HEREIN. IN NO EVENT, BE IT DUE TO A BREACH OF ANY WARRANTY MADE IN CONNECTION WITH THIS AGREEMENT, OR ANY OTHER CAUSE ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR THE PRODUCTS SOLD HEREUNDER, SHALL SELLER BE OBLIGATED OR LIABLE TO PURCHASER IN ANY MANNER FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PLANT DOWN TIME, OR SUITS BY THIRD PARTIES.
- 7. CANCELLATION OF ORDERS.** Purchaser shall not cancel any order or cause the work or shipment to be delayed, except with the written consent of, and upon terms agreed to by, Seller, and with full compensation to Seller for any loss sustained by reason of cancellation.



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8. TRADEMARKS. Purchaser shall not use any trademark or tradename owned by Seller, either alone or with any other word or words as part of Purchaser's trade or corporate name, without the express written permission of Seller. Purchaser shall not in any way do or commit any act which shall be inconsistent with Seller's exclusive ownership of the trademark. Upon request by Seller, Purchaser shall discontinue completely any use of any of Seller's trademarks or tradenames, for any purposes whatsoever, including use in Purchaser's trade or corporate name.
9. MISCELLANEOUS PROVISIONS:
 - a. THE FOREGOING COMPRISES THE SELLER'S AND PURCHASER'S ENTIRE AGREEMENT, AND CONSTITUTES THE FINAL EXPRESSION OF ALL TERMS OF THE AGREEMENT BETWEEN THE SELLER AND PURCHASER, AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS. THE PROVISIONS CONTAINED HEREIN ENTIRELY SUPERSEDE ANY PRIOR ORAL OR WRITTEN CORRESPONDENCE QUOTATION OR AGREEMENT. THERE ARE NO AGREEMENTS BETWEEN SELLER AND PURCHASER IN RESPECT TO THE PRODUCTS HEREIN EXCEPT AS SET FORTH IN WRITING AND EXPRESSLY MADE A PART OF THIS CONTRACT. ACCEPTANCE OF THIS CONTRACT IS LIMITED TO THE TERMS, CONDITIONS, SPECIFICATIONS AND PRICES SET FORTH HEREIN OR ATTACHED HERETO, AND ANY ADDITIONAL TERMS, CONDITIONS, SPECIFICATIONS AND/OR PRICES ARE REJECTED BY SELLER UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER.
 - b. Any term or provision hereof is held to be invalid, the remaining terms and provisions hereof shall not be affected hereby.
 - c. This contract may be modified or rescinded only in writing signed by both parties or their duly authorized agents.
 - d. No claim or right arising out of a breach of this contract may be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is in writing, signed by the aggrieved party.
 - e. No delegation of any obligation owed, nor performance of any obligation, by Purchaser shall be made without the written permission of Seller. Any attempted assignment or delegation shall be wholly void.
 - f. All rights available to Seller under the Uniform Commercial Code, even though not specifically enumerated herein, are expressly reserved to Seller as remedies available to it in case of Purchaser's breach.
 - g. This contract shall be construed in accordance with the laws of the State of Texas, without giving effect to the principles thereof relating to conflicts of laws.