

# TriQuint Semiconductor, Inc. and Affiliates

## Terms and Conditions

This Order is an offer to purchase subject to the following terms and conditions, which may not be varied except in writing.

### ACCEPTANCE

Unless otherwise provided in the general purchase contract (if applicable) between TriQuint Semiconductor, Inc. ("TriQuint") and the supplier ("Supplier") whose name appears on the Purchase Order issued by TriQuint ("Order"), these Terms and Conditions govern the entire agreement between Supplier and TriQuint regarding the articles, materials, parts and work covered by the Order ("Goods"). No additional terms or modifications to the Order proposed by Supplier in any quotation, acknowledgement, sales order, or other form of communication shall be binding on TriQuint unless TriQuint expressly agrees in writing. TriQuint's failure to object to provisions contained in any communication from Supplier shall not be deemed a waiver of the provisions hereof. Supplier shall be bound by these Terms and Conditions upon the earliest of:

- when it returns a written acknowledgement of the Order, or
- when it ships to TriQuint any of the Goods, provided that such Goods are received before the Order lapses or is cancelled.

### PRICING AND PAYMENT

Prices for the Goods covered under the Order are stated in U.S. dollars unless otherwise stated on the Order, are firm and are not subject to increase by Supplier for the duration of the Order. Terms of payment shall be net 60 days after receipt of correct invoice or date of delivery, whichever is later, unless otherwise stated on the face of the purchase order.

Supplier represents and warrants that the prices charged in this order and the terms hereof are now, and will at the time of each shipment of performance hereunder by Supplier be, no less favorable to TriQuint than the prices and terms now and then given by Supplier to its customers in transactions involving similar terms in comparable quantities.

### TAXES

Unless otherwise provided herein, prices shown on the order do not include any tax which may be imposed upon the sale or use of the Goods, or any property or value added tax.

### PACKAGING

Goods shall be prepared for shipment in a manner that is in accordance with standard commercial practice and is adequate to insure safe arrival of the Goods at the designated destination. Each shipment shall be accompanied by an itemized packing slip that includes TriQuint's part number, purchase order number, Supplier part number and the quantity shipped and industry standard bar coding if required by TriQuint. Goods shall be shipped in conformance with the terms on the Order. If applicable, ESD sensitive materials should be appropriately packaged.

### DELIVERY

The parties agree time is of the essence, therefore Supplier shall deliver the Goods in strict accordance with the scheduled due date and in the exact quantities in the Order. Supplier shall notify TriQuint of any delay or potential delay in the timely performance of the Order. In the event of delay, in addition to any other rights or remedies available to TriQuint by law or under the Order, Supplier shall ship Goods not delivered on time through expedited channels necessary to recover the maximum possible time lost, with Supplier paying any extra cost. Early delivery is subject to unconditional cancellation unless TriQuint expressly agrees in writing in advance.

### CHANGES AND RIGHT TO RETURN

Any changes, waivers, or additions to the terms and conditions of the Order shall not bind TriQuint unless they are in writing and have been signed by a duly authorized **purchasing** representative of TriQuint. TriQuint shall have the right to, at any time; make changes within the general scope of the Order, in one or more of the following: (a) drawings, designs or specifications, (b) method of shipping or packaging, (c) place of inspection, delivery or acceptance, (d) quantities, (e) price, and (f) delivery schedule.

Any such termination or change made at least 30 days (or such other period as may be specified as "lead time" on Order prior to the scheduled delivery date of any affected items shall be without any liability or penalty of any nature whatsoever to TriQuint with respect to such items. Solely to the extent that any such termination or change is made less than 30 days (or such other period as may be specified as "lead time" on Order prior to the scheduled delivery date of any affected items (the "Claim Items"). Supplier shall immediately take all steps necessary to minimize its costs with respect to such Claim items. Supplier shall, within 30 days after TriQuint's notice of such termination or change, submit to TriQuint a written compensation claim, and Supplier's failure to do so within such time shall constitute an unconditional waiver by Supplier of any claim for damages or losses of any nature arising from such termination or change. Under no circumstances shall TriQuint be liable to Supplier for any consequential, incidental, indirect or special damages (including without limitation damages for anticipated or projected profits, costs of preparing claims, costs of tooling or equipment, sales or agents commissions, or attorney's fees) arising from or in any way related to any termination of, or change to, this Order.

### WARRANTY

Supplier warrants that all items and work supplied hereunder and all parts and components thereof: (a) will strictly conform to all designs, specifications, drawings, samples or other descriptions furnished hereunder, (b) except solely to the extent manufactured to TriQuint's design, will be fit for the intended purpose and free from design defects, (c) will be of good quality and free from defects in material and workmanship for a period of one year from the date of shipment, and (d) except solely to the extent manufactured to TriQuint's design, will not infringe or contribute to the infringement of any patent, trademark, copyright, or trade secret. Such warranties shall survive any inspection, delivery, acceptance or payment by TriQuint of such items and work, and shall survive the expiration or termination of this contract. Such warranties, together with all other express and implied warranties of Supplier, shall run in favor of TriQuint, its successors, assigns and customers. TriQuint may, in addition to all other remedies, at its option and at Supplier's risk and expense, either return for credit or require prompt correction or replacement of any defective or nonconforming items or parts thereof (including any full lots as to which random sample tests reveal a commercially unacceptable rejection rate). TriQuint may charge Supplier all expenses of inspecting, unpackaging, examining, repacking, storing and re-shipping any defective or nonconforming items.

### INSPECTION

Supplier shall maintain an inspection system acceptable to TriQuint covering all items hereunder and shall keep inspection records available to TriQuint during the performance of this Order or such longer period as may be specified on the front hereof. All items ordered hereunder, and all components thereof (including raw materials and intermediate assemblies), shall be subject to inspection and test by TriQuint prior to acceptance at all times (including the period of manufacture) and places (including the premises of Supplier, in which case Supplier shall provide, without additional charge, all reasonable facilities and assistance for such inspection and test by TriQuint). In any event all items and/or work ordered hereunder are subject to final inspection and acceptance at TriQuint's premises, not withstanding any prior payment or prior inspection at source or elsewhere. Acceptance of any items and/or work by TriQuint shall not be deemed to alter or affect the obligations of Supplier or the rights of TriQuint under Supplier's warranties, or to waive any latent defect.

### TOOLING, DOCUMENTS AND DATA

Title to all tooling and material furnished or paid for by TriQuint in connection with this Order shall at all times be and remain in TriQuint, and shall be returned to TriQuint at any time at its request and in any event upon completion of this Order. Supplier agrees that it will follow normal industrial practice in the identification and maintenance of property control records on all such tooling and will make such records available for inspection by TriQuint at all reasonable times. After the termination or completion of this Order, and upon the request of TriQuint, Supplier shall furnish a list of such tooling in the form requested and shall make such tooling available for disposition by the TriQuint. Supplier agrees that it will use any designs, tooling, patents, drawings, specifications, information, or equipment furnished by TriQuint only in the design, development, or production or items or work called for in this Order and will not use any such material for any other purpose or reveal any such information to any one except with TriQuint's prior written approval. TriQuint does not warrant the accuracy of designs, specifications, drawings, tool, equipment or fixtures that it furnishes, and all items and/or work of Supplier hereunder must be in strict conformity with the specifications of this Order. Upon completion or termination of this Order, all items furnished by TriQuint shall be returned to TriQuint in as good condition as when received, ordinary wear and tear excepted. Supplier agrees that all technical information contained in such documents and the like received from TriQuint for performance of this Order is received in confidence and is the proprietary property of TriQuint only, and that such information as such document will not be transmitted or reproduced, used or disclosed to any person or entity by Supplier (except only its own employees solely to the extent necessary for the performance of work required to be done under this Order) without the prior written approval of TriQuint, reveal the fact that Supplier has furnished or will furnish to TriQuint the items or work specified herein, nor will Supplier reveal the description, quantity or timing of any deliveries scheduled in this Order.

### INDEMNITY AND INSURANCE

Supplier shall indemnify and hold harmless TriQuint, and its successors, assigns and customers, from and against all costs, expenses (including attorney fees), damages (including incidental damages) and liabilities arising out of or resulting from any (a) breach of warranty contained herein or otherwise given by Supplier to TriQuint in connection with this Order, (b) actual or claimed trademark, patent or copyright infringement, or any litigation based thereon, with respect to any of the items or work covered by this Order (except solely to the extent that such results from a subsequent combination, by persons other than Supplier, of otherwise non-infringing product), and (c) breach of any other agreement contained in this Order. Supplier shall obtain and maintain at its expense, during the term of this Order and for one year after the last shipment hereunder, such product liability insurance as shall be reasonably necessary to support the above indemnity agreement in clause (a), and Supplier shall provide TriQuint with 20 days prior written notice of any cancellation or reduction of such coverage. Satisfactory evidence of such insurance shall be provided to TriQuint upon request.

### ASSIGNMENT AND SUBCONTRACTING

Supplier shall not assign or transfer any of its rights, or delegate any of its duties or obligations under this Order, or subcontract any work to be performed hereunder, or any portion thereof, without the prior written approval of TriQuint, provided, however, this restriction shall not apply to Supplier's purchase of raw materials and standard commercial supplies in performing its obligation hereunder. Any attempted assignment in violation of this paragraph shall be null and void.

### LABOR DISPUTES AND CERTAIN EVENTS

Supplier agrees to notify TriQuint immediately of any actual or potential labor disputes and any other event or situation affecting Supplier or its business (including but not limited to material or transportation shortages) which might adversely affect Supplier's timely and full performance of this Order. No such notification shall, however, affect Supplier's obligation of full performance hereunder.

### TERMINATION

In addition to TriQuint's right to terminate or change this Order in whole or in part at its discretion as set forth under "Changes," TriQuint may at any time terminate this Order, or any then undelivered portion hereof, without liability or penalty to TriQuint, (a) upon any material breach by Supplier of any provision of this Order, including any failure to timely make any scheduled delivery, (b) if TriQuint's inspection and/or acceptance procedures or TriQuint's rejection rate for items previously delivered hereunder to TriQuint (or any other information available to TriQuint, such as information as to Supplier's sources of raw materials, equipment and labor) reveal Supplier's apparent inability to deliver conforming items and/or services strictly in accordance with this Order; (c) in the event that any voluntary or involuntary proceedings are filed by or against Supplier pursuant to any bankruptcy or insolvency law and/or (d) under any other circumstances which, under applicable law, give TriQuint the right to terminate this Order for cause. Termination under this provision shall not be deemed a breach of contract.

Upon any such termination, TriQuint shall have all rights available to it under applicable law by reason of Supplier's breach of this Order. Additionally upon any such termination, TriQuint may require Supplier to transfer title and to deliver to TriQuint in the manner, time and to the extent reasonably directed by TriQuint such completed product, partially completed products, materials, parts, tools, dies, and fixture, plans, drawings, information and contract rights as the Supplier has produced or acquired for the performance of its obligation hereunder and as specified by TriQuint in its request therefor. Upon such termination, Supplier shall be forthwith deemed to have granted to TriQuint a cost-free, royalty-free, non-exclusive license under Supplier's designs, patents, processes, drawings, and technical data to the extent requisite for TriQuint to manufacture (or have manufactured) the items hereunder undelivered upon such termination, and Supplier shall forthwith upon such termination provide TriQuint with such documentation and technical assistance as may be necessary to TriQuint to effect such manufacture. Supplier shall, upon direction of TriQuint, protect and preserve property described in this paragraph in the possession of Supplier. Payment for completed products delivered to and accepted by TriQuint under the foregoing shall be in an amount agreed upon by the Supplier and TriQuint; however, such amount shall not exceed the Order price per unit hereunder, and Supplier's obligation hereunder to carry out TriQuint's direction as to delivery, protection and preservation shall not be contingent upon prior agreement as to such amount. Payment for other tangible materials shall be at fair value, but in no event greater than Supplier's book value therefore. The rights and remedies of TriQuint set forth in this provision are not exclusive, and are in addition to any other rights and remedies provided by law.

### EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

This Order incorporates by reference: (a) all provisions of 41 C.F.R. 60-1.4 and 60-2 as implemented by Federal Acquisition Regulation (FAR) 52.222-26, (b) (1)-(11) pertaining to the Equal Opportunity clause; (b) all provisions of 41 C.F.R. 60-250 as implemented by FAR 52.222-34 to 37 pertaining to employment reports and affirmative action for disabled veterans and veterans of the Vietnam Era; and (c) all provisions of 41 C.F.R. 60-741 as implemented by FAR 52.222-36 pertaining to affirmative action for handicapped/disabled workers. Supplier agrees to comply with all and all applicable State and Local Government Equal Employment Opportunity and Affirmative Action laws including any and all applicable statutes, rules, regulations, ordinances and other guidelines.

### EEO-1 REPRESENTATION

If required by the country of origin, Supplier represents that it has submitted Standard Form 100 (EEO-1) compliance reports as required by 41 C.F.R. 60-1.7 as implemented by FAR 52.222-22.

### CERTIFICATION OF NONSEGREGATED FACILITIES

Supplier certifies that in compliance with 41 C.F.R. 60-1.8 as implemented by FAR 52-222-21, it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Supplier agrees that breach of this certification is a violation of the Equal Opportunity clause incorporated herein. Supplier further agrees that it will either: (a) obtain certifications on non-segregated facilities from proposed subcontractors for specific time periods, or (b) obtain certifications of non-segregated facilities from proposed subcontractors before the award of any subcontracts subject to the Equal Opportunities clause; will retain such certification in its files, and forward the notice set forth in FAR 52-222-21 to proposed subcontractors.

### COMPLIANCE WITH LAWS

Supplier agrees that its performance under this Order shall comply with all applicable laws, as heretofore or hereafter amended, including but not limited to the Fair Labor Standards Act of 1938 as amended and all applicable regulation, rulings, and interpretations issued there under. Supplier furthermore agrees to comply with all rules, regulations, and relevant orders of appropriate regulatory agencies concerning Equal Employment Opportunity and Affirmative Action compliance. Supplier furthermore agrees to comply with all rules, regulations, and relevant orders of appropriate regulatory agencies as OSHA, Department of Transportation, restriction of certain hazardous substances (RoHS) and the Waste Electrical and Electronic Equipment (WEEE) Directives, or any other legal or regulatory requirements as defined on the face of the Order.

### GOVERNMENT CONTRACTS

If this Order is issued for any purpose which is either directly or indirectly connected with the performance of a prime contract with the U.S. Government or a subcontract there under, each of the named clauses, as set forth in the Federal Acquisition Regulations (FAR) and Defense Federal Acquisition Regulations Supplement (DFARS) on in effect on the date of this Order, is incorporated herein by reference if such clause (or any earlier edition thereof) is in said prime contract or subcontract; the clauses so incorporated herein shall apply to Supplier as though Supplier were a prime contractor and in such manner as will enable TriQuint to meet obligation arising out of the government prime or subcontract.

Any Federal Acquisition Regulation clause which by its terms is required to be included in a purchase order or subcontract is hereby incorporated in this purchase order when applicable. It is understood that the term "contracting officer" or "Government" shall mean "Supplier" when applicable.

### SUPPLY CHAIN SECURITY

Supplier agrees to take such reasonable measures as may be required by TriQuint to ensure the physical integrity and security of all shipments against the unauthorized introduction of harmful or dangerous material. Such measures may include, but not be limited to, physical security of manufacturing, packaging, and shipping areas, restrictions on access of unauthorized personnel to such areas; personnel screening; and maintenance of procedures to protect the integrity of shipments.

### FORCE MAJEURE

In the event of an actual or potential delay or failure of performance because of acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, water damage, lightning, freeze-ups, strikes, lockouts, differences with workers, riots, terrorist activity, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief, or other causes beyond Supplier's control, Supplier shall immediately give notice thereof to TriQuint. In the event of any of the foregoing, TriQuint shall have the option of either: (i) extending the time for performance; or (ii) terminating the uncompleted portion of the Order at no cost to the TriQuint.

### CHANGES IN PROCESS OR METHOD OF MANUFACTURING

Supplier agrees that it will not invoke any changes in the process, method, or location of manufacture during the term of this Order without TriQuint's prior written consent. Supplier further agrees that any contemplated changes in the process or method of manufacture will be submitted to TriQuint in sufficient time to give TriQuint a reasonable opportunity to evaluate such changes.

### NOTICE

All notices to be given or served hereunder shall be in writing either in person, by U.S. Mail postage prepaid, or by telegram. All such notices shall be effective upon receipt and addressed as follows:

To TriQuint at – The address appearing on the Order.

To Supplier at – The address appearing on the Order.

Or such other addresses that TriQuint Purchasing defines in the "ship to" on the face of the order; or Supplier may advise from time to time.

### GOVERNING LAW AND VENUE

This agreement shall be governed by, and construed, performed and enforced in accordance with the laws of the State of Oregon, without regard to its conflict of law principles. Any suit or action arising out of or in connection with this Agreement, or any breach hereof, shall be brought and maintained in the federal or state courts in Portland, Oregon. The parties hereby irrevocably submit to this jurisdiction of such courts for the purpose of such suit or action and hereby expressly and irrevocably waive, to the fullest extent permitted by law, any objection it may now or here-after have to the venue of any such suit or action in any such court.

### TECHNICAL REPRESENTATIVES

The issuance of advice, approvals, or instructions by TriQuint's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect TriQuint's or Supplier's rights and obligations hereunder. Supplier shall not make any changes or amendment to this purchase order except through TriQuint's purchasing department.

### MISCELLANEOUS

The provision of this Order shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision. No waiver of any provision of this Order shall be deemed, or shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. All claims for monies due or to become due from TriQuint shall be subject to deduction by TriQuint for any set off or counterclaim arising out of this Order or any other Order that TriQuint maintains with Supplier. This Order shall not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing not made part of the Order by its express terms.