



1) Offer

The quotation constitutes a firm offer and is valid for 30 days from the date of this letter.

2) Acceptance

The terms of the sale contained herein apply to all the quotations made and purchased orders accepted by MPS. THE ACCEPTANCE OF THIS OFFER IS CONDITIONAL ON THE BUYER'S ASSENT TO THE TERMS SET OUT HERE IN LIEU OF THOSE IN BUYER'S PURCHASE ORDERS, INSTRUCTIONS OR SIMILAR DOCUMENT. MPS's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must specifically be agreed to in writing by an officer of MPS before becoming binding. Acceptance and approval of all orders and contracts must be made by MPS.

3) Cancellation

- a) Buyer shall pay the full price for the scheduled shipment if cancellation occurs within 45 days prior to the scheduled shipment date.
- b) Buyer shall pay a cancellation fee and all of MPS's cost incurred should Buyer instruct MPS to cancel after acceptance of this offer at least 45 days prior to the scheduled shipment date.
- c) Buyer may not cancel for default unless and until MPS has failed to correct such default within 45 days of MPS's receipt of written notice of default.
- d) MPS may cancel for convenience by giving 30 days' notice.

4) Title Passage, Risk of Loss and Shipping Charges

- a) Buyer and MPS agree that for shipment from the United States, in no event shall legal title, ownership or the risk of loss of the Products pass to the Buyer within the United States. Notwithstanding the above, the products purchased hereunder shall be delivered to Buyer or its carrier agent using the Incoterm EXW (Ex Works, as defined in Incoterms 2010) to describe the responsibilities of Buyer and MPS for freight and insurance charges and customs formalities.
- b) Freight, duty, taxes, insurance, shipping, handling or packing charges are not included in the quoted prices and are the responsibility of the Buyer. If MPS pays for any of these expenses, MPS shall separately invoice the Buyer for them.

5) Payment

- a) All payments are due 30 days from date of invoice or shipment. Any late payments are subject to finance charges. Each shipment shall be considered a separate transaction.
- b) Shipments shall at all times be subject to the approval of MPS's credit department and MPS may at any time decline to make any shipments except upon receipt of payment.
- c) If, in the judgment of MPS, the financial condition of the Buyer at any time does not justify continued production or shipment, then MPS may require full or partial payment in advance or MPS may cancel any outstanding order.
- e) If all the products are not delivered at one time, then Buyer agrees to pay the unit price applicable to the products delivered.
- f) The amount of any present or future sales, revenue, excise, or other tax applicable to the product covered by the sale shall be added to the purchase price and be paid by the Buyer.

6) Deliveries/ Force Majeure

Shipping dates are approximate and made in good faith. In no event will MPS be liable for any procurement costs or damages of any kind ensuing out of the delay or non delivery due to causes beyond its reasonable control including but not limited to acts of God, acts of war, acts of strikes, walkouts, labor conditions, slow downs, or errors in manufacturing.

7) Indemnification for IP and/ or Patents

In the event of a claim by a third party of infringement of proprietary rights, trademarks, or patents, resulting from compliance with Buyer's designs, specifications, or instructions, the Buyer will hold MPS harmless against any expense or loss ensuing from such a claim.

8) Returns

No product can be returned without MPS's consent and the issuance by MPS of a Returns Material Authorization number.

9) Warranties

- a) MPS warrants the products delivered to the Buyer are fit for the normal purpose for which they are sold. MPS shall be held harmless against the claims by third parties which may arise out of compliance with the Buyer's specifications. MPS's obligations under the warranty are exclusively limited to replacing or repairing or giving credit for any said products which shall, within one (1) year after shipment, be returned to MPS's factory for inspection to determine to MPS's satisfaction that the product is defective.
- b) This warranty shall not apply to any products which have been (i) repaired or altered, except by MPS; (ii) damaged by accident, act of God, shipment, abuse, improper installation, inadequate or improper maintenance, abnormal physical or electrical stress, misuse or misapplication; or (iii) used outside of MPS' published and intended use for such product, or in a design that fails to satisfy any of the recommended parameters (e.g., component values, electrical characteristics, circuit configurations, operating conditions, etc.) published in MPS product data sheet.
- c) This warranty shall be terminated upon resale, by the Buyer, of the product sold hereunder whether or not at the time of resale the products have been incorporated into other goods.

10) Restrictions on Sale, Resale and Use

- a) MPS products are not specifically designed, manufactured or intended for use in connection with the design, construction, maintenance, and/or operation of any nuclear facility, aircraft, aircraft communication or aircraft ground support system, or life support system. MPS shall not be liable for any claims or damages arising from such use, or resale to a third party for such purposes.
- b) MPS products are subject to the export control laws and regulations of the United States. Buyer shall not, without prior U.S. government authorization, export, re-export, or transfer any goods, software, or technology subject to this Agreement, either directly or indirectly, to any country subject to a U.S. trade embargo or to any resident or national of any such country, or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury. In addition, any software or any technology subject to this Agreement may not be exported, re-exported, or transferred to an end-user engaged in activities related to weapons of mass destruction.

11) Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MPS BE LIABLE FOR PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE COST OF COVER, LOSS OF PROFIT, USE, SAVINGS OR REVENUE, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT MPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS.

MPS' AGGREGATE LIABILITY FOR ANY CLAIM(S) SHALL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY BUYER FOR THE PRODUCTS GIVING RISE TO SUCH CLAIM(S).

12) Governing Laws

The validity and interpretation of these terms shall be governed by the laws of the State of California. The Uniform Commercial Code and the UN Convention on Contracts for the International Sale of Goods shall not apply.