

TELEFUNKEN Semiconductors AMERICA CORPORATE PURCHASING TERMS AND CONDITIONS

1. ENTIRE AGREEMENT; OFFER AND ACCEPTANCE. These terms and conditions together with any appearing on the face of Buyer's purchase order and any attachments will constitute the complete and exclusive agreement ("Agreement") between TELEFUNKEN SEMICONDUCTORS AMERICA, ("Buyer") and Seller for the purchase of all materials and services ("Good" or "Goods" or "Services") covered by this Agreement and supersedes all previous communications, representations or agreements between the parties with respect thereto. No alteration, amendment or modification to this Agreement will be binding on Buyer unless in writing signed by an authorized agent of Buyer. Agreement terms constitute an offer to Seller expressly limited to the terms herein. Buyer reserves the right to revoke this offer at any time prior to its acceptance. This offer will expire 45 days after its issue date unless accepted by Seller within such 45-day period or extended in writing by Buyer. Acceptance will be accomplished solely by return of an executed acknowledgement copy of Buyer's Purchase Order or by delivery of conforming Goods."
2. CHANGES. Buyer reserves the right to make changes in any one or more of the following: (a) specifications, drawings, and data incorporated into this Agreement where the Goods to be furnished are to be specially manufactured for Buyer; (b) methods of shipment or packing; (c) place of delivery; and (d) time of delivery. If any such change causes an increase or decrease in the cost or time required for performance, an equitable adjustment will be made in the price or delivery schedule or both. Any claim by Seller for adjustment under this clause will be deemed waived unless made in writing within ten (10) days from receipt by Seller of the change proposed by Buyer. Price increases or extensions of time for delivery will not be binding on Buyer unless evidenced by a Purchase Order Change Notice issued and signed by Buyer.
3. DELIVERY. Time is of the essence of this Agreement. Delivery will be strictly in accordance with Buyer's schedule. Seller will immediately notify Buyer of any delays in shipping. Buyer reserves the right without liability to cancel this Agreement in whole or in part if Seller fails for any reason to make delivery as required in accordance with Buyer's schedules. Shipments sent C.O.D. without Buyer's written consent will not be accepted by Buyer and will be at Seller's risk and expense. All shipments must equal exact amounts ordered unless otherwise agreed in writing in advance by Buyer. Buyer will pay only for maximum quantities ordered. Over shipments will be held at Seller's risk and expense for a reasonable time awaiting shipping instructions. Returns will be Seller's risk and expense including transportation charges. All shipments of hazardous materials will be accompanied by applicable Material Safety Data Sheets and in appropriately labeled packaging and containers.
4. PRICE. Buyer will not be billed at a price higher than stated on Buyer's purchase order unless Buyer agrees to such increase in writing in advance. Seller represents that the price charged for the Goods or Services covered by Buyer's purchase order does not exceed the lowest price charged by Seller to buyers of a similar class for similar goods under similar conditions. Seller represents that prices comply with applicable government regulations in effect at time of quotation, sale, or delivery. Seller agrees that any price reduction made in Goods covered by Buyer's purchase order subsequent to its placement will be applicable to Buyer's purchase order. Unless otherwise agreed, the contract price will include all applicable federal, state and local taxes of any kind in effect on the date of Buyer's purchase order. Any applicable discount will be calculated from the date an acceptable invoice is received by Buyer on or after receipt and acceptance of the Goods ordered, whichever is later.
5. PACKING. No charge will be allowed for packing, boxing, or cartage unless otherwise agreed to by Buyer in writing. Goods not adequately or properly packed for the type and kind of carriage employed by Seller will be at Seller's expense and risk. Each package or packing unit will contain a packing list bearing Seller or shipper's name and Buyer's purchase order number. The packing list will be located on the outside of the packaging or the shipment will be refused at Seller's expense and risk. Packing materials should consist of recyclable or reusable materials if possible.
6. DEFECTIVE OR NON-CONFORMING WORK OR GOODS.
 - a) All Goods purchased hereunder will be subject to inspection and test by Buyer to the extent practicable at all times and places, including the period of manufacture, and, in any event, prior to final acceptance. If inspection or test is made by Buyer at Seller's premises, Seller, without additional charge, will provide all reasonable facilities and assistance for the safety and convenience of Buyer's inspectors. No inspection or test made prior to final inspection and acceptance will relieve the Seller from responsibility for defects or other failure to meet the requirements of this order.
 - b) In case any Good is defective in material or workmanship, or otherwise not in conformity with the requirements of this order, Buyer will have the right to reject it without correction, require its correction, or accept with an adjustment to price, or return to Seller for full credit. Any Good which has been rejected or required to be corrected will be replaced or corrected by at the expense of Seller promptly after notice. If, after Buyer's request, Seller fails to promptly replace or correct any defective Good within the delivery schedule, Buyer may (1) replace or correct any defective Good and charge to Seller the difference between the actual and replacement cost, (2) without further notice terminate this order for default in accordance with the clause entitled "Termination" and/or (3) require an appropriate reduction in price.
 - c) Seller will provide and maintain an inspection system, which is acceptable to Buyer. Records of all inspection work will be kept complete and available to Buyer during the performance of this order and for such further period as Buyer may determine.
 - d) Any transportation costs due to the return of non-conforming Goods for credit, rework, or replacement will be at Seller's expense.
7. TITLE AND RISK OF LOSS. Unless otherwise agreed in writing by Buyer, Goods will ship F.C.A. origin (Incoterms 2000); title and risk of loss will pass to Buyer upon proper delivery of the shipment to the common carrier. When Goods are shipped F.C.A. destination, Buyer will not be required to claim against the carrier and title and risk of loss will remain with Seller until proper delivery is made to Buyer at Buyer's ship to address on its purchase order. In any event, Seller will remain liable for any loss or damage to the shipment due to Seller's failure to properly package the shipment.

8. **WARRANTY.** Seller warrants that the Goods or Services to be provided will be in strict conformity to all requirements, specifications, environmental regulations, drawings, data, or designs and will not infringe on U.S. or foreign patents or other intellectual property rights and that the Goods or Services will be free from defects in material, workmanship and manufacture and, where design is Seller's responsibility, will be free from defects in design. These warranties will survive Buyer's acceptance and payment of the Goods or Services. Seller further warrants that at the time of delivery to Buyer it has title to the Goods, free and clear of any and all liens and encumbrances. The foregoing warranties will constitute conditions and are in addition to all other warranties at law or in equity or under this order and will not be deemed to be inclusive. All warranties will run to the Buyer, its successors, assigns, customers and users of its products. Buyer's approval of Seller's material or design will not relieve Seller of the warranties set forth in this clause, nor will waiver by Buyer of any drawing or specification requirement for one or more of the Goods constitute a waiver of such requirements for the remaining Goods to be delivered hereunder unless so stated by Buyer in writing. The provisions of this clause will not limit or affect the rights of Buyer under Section 6 above.
9. **BUYER'S PROPERTY.** All special dies, molds, patterns, jigs, fixtures, drawings, specifications, documents, materials, equipment supplied by Buyer or purchased or fabricated by Seller for Buyer will remain the sole property of Buyer and no title will pass from Buyer to Seller. Seller understands and agrees that Buyer's property is proprietary to Buyer and Seller agrees that it will not release or disclose Buyer's property without Buyer's prior authorization. Seller agrees that Buyer's property will be held by Seller at Seller's risk and will be held free and clear of all liens and encumbrances; used only in filling orders from Buyer; and kept separate from other materials not specifically identified as property of Buyer. Seller waives any right it may have to withhold Buyer's property. Seller's failure to return Buyer's property will be deemed a material breach of this Agreement and will render Seller liable for incidental, special, consequential and general damages.
10. **CLAIMS.** Seller agrees to hold Buyer, its affiliates, subsidiaries, successors, assigns, distributors, dealers and customers harmless and defend at Seller's expense, all suits, actions, controversy, proceedings, claims or demands against, or liabilities, losses, costs or fees incurred by any of such parties in any manner related to this Agreement or the Goods or Services provided hereunder. Seller agrees to hold Buyer, its affiliates, subsidiaries, successors, assigns, distributors, dealers and customers harmless and defend at Seller's expense any actual or claimed infringement of any U.S. or foreign patents, trademarks, copyrights or other intellectual property rights resulting from the use or sale of Seller's Goods except infringement resulting from adherence to Buyer's specifications or drawings. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any action against such parties. If any Goods will be held to infringe any such patent, trademark, copyright or other intellectual property right and Buyer will be enjoined from using same, Seller will exert its best efforts, at its option and at its expenses (a) to procure for Buyer the right to use such Goods free from any liability for patent infringement, or (b) to replace Goods with a noninfringing substitute otherwise complying substantially with all requirements of this Agreement or (c) refund the purchase price and all other costs reasonably incurred by Buyer with respect to such Goods.
11. **REMEDIES.** If Seller breaches this Agreement, Buyer reserves the right to exercise any and all its rights and remedies available hereunder and at law, in equity, or under the Uniform Commercial Code, which rights and remedies will be cumulative. If Buyer breaches this Agreement, Seller's sole and exclusive remedy will be the recovery of the Goods from Buyer or their price if sold by Buyer to a third party. Buyer shall in no event be liable for punitive, incidental or consequential damages.
12. **LIMITATION OF LIABILITY.** Buyer will not be liable for incidental, consequential, punitive, indirect or special damages, even if Buyer has been advised of the possibility of such damages.
13. **COMPLIANCE WITH LAWS.** Diversion of Goods contrary to U.S. law is prohibited. Seller will use its best efforts to cooperate with Buyer to identify and classify controlled items and technology transferred by Seller to Buyer. Seller will comply with all federal, state and local laws and regulations applicable to the performance of its obligations in the manufacture or sale of Goods, or in the performance of the Services. If the Goods ordered are purchased for incorporation into goods sold under a United States Government contract or subcontract, the terms required to be included in that contract or subcontract will be deemed to apply to this Agreement.
14. **BUYER'S PROTECTION IN CONNECTION WITH WORK DONE AT ITS SITE:** Seller will take such steps as may be reasonably necessary to prevent personal injury or property damage during any work hereunder that may be performed by any employees, agents or subcontractors of Seller at Buyer's facility: and Seller will indemnify and hold harmless Buyer from and against loss, liability, and damages arising from or caused directly or indirectly by any act or omission of such agents, employees, or subcontractors of Seller and Seller will maintain such insurance against public liability and property damage and such Employee's Liability and Compensation insurance, as will protect Buyer against the aforementioned risks and against any claims under any worker's compensation and occupational-related law or regulation.
15. **TERMINATION.** Buyer may at any time terminate this Agreement in whole or in part by email, mail, facsimile or telephone. If notice is given verbally, Buyer will confirm notice of termination in writing. If Buyer terminates because of Seller's breach for any condition including but not limited to breach of warranty or Seller's delay except due to considerations beyond Seller's control and without Seller's fault or negligence, Seller will not be entitled to any costs or profits and Buyer will have available all remedies provided in law and equity. Upon cancellation, Seller will deliver to Buyer such work in process or complete Goods as Buyer may request. Buyer will have no liability to Seller beyond payment for Goods delivered to and accepted by Buyer prior to Seller's receipt of notice of cancellation and for such additional Goods specifically requested by and delivered to Buyer.
16. **CONFIDENTIAL INFORMATION.** Without the prior written consent of Buyer, Seller will neither disclose to any person outside its employ, nor make copies, in whole or in part, nor use for purposes other than performance of this Agreement, any information pertaining to the existence or terms of this or any other agreement with Buyer, including but not limited to specifications and descriptions in this Agreement. If there is unauthorized disclosure, Seller will immediately report it to Buyer and follow Buyer's instructions. Seller will return all written documentation delivered to or generated by Seller pursuant to the performance of this Agreement (including copies) to Buyer when this Agreement expires, is terminated, or when requested by Buyer. When destroying the copies of such

documentation made by Seller, Seller will shred or burn hard copies or delete or destroy the media in case of electronic data copies. No termination of this Agreement by expiration or otherwise will affect any obligation herein respecting such information.

17. GENERAL. 1. Seller will not delegate any duties or assign any rights under this Agreement without Buyer's prior written consent. Buyer may assign this Agreement at any time, if such assignment is considered necessary to Buyer in connection with a sale of Buyer's assets or a transfer of its obligations.
18. A waiver by Buyer of any default or of any terms and conditions will not be deemed to be a continuing waiver of any other default or of any other terms and conditions. The waiver only applies to the instance to which the waiver is directed.
19. Should Buyer refer this Agreement to an attorney in order to enforce any of its provisions, Buyer will be entitled to recover reasonable attorneys' fees in addition to other damages.
20. 4. The laws of the Republic of Germany will govern this Agreement, without regard to its conflict of law rules. The exclusive forum for the resolution of any disputes hereunder will be German courts. Any provisions, which are unenforceable in any jurisdiction, will not affect the remaining provisions or the enforceability of the provisions in any other jurisdiction.
21. Any required notices will be given by email, mail, facsimile or telephone. If notice is given verbally, the party giving notice will confirm notice in writing.
22. Seller will consider Buyer's current environmental policy and other environmental commitments in providing Goods and Services.
23. Seller will comply with Buyer's current supply chain security program and the U.S. Customs-Trade Partnership Against Terrorism Act (C-TPAT) requirements at http://www.customs.gov/xp/cgov/trade/cargo_security/ctpat/security_criteria/sec_criteria_foreign_mfc/foreign_mfc_security_criteria.xml
24. Seller warrants that it has not offered or given and will not offer or give to any employee, agent, or representative of Buyer any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance of any contract with or order from Buyer.
25. NOTICE ON FRONT OF PURCHASE ORDER Buyer limits acceptance of its purchase order to the terms appearing on its face, these terms and in the CORPORATE PURCHASING TERMS AND CONDITIONS and any attachments and specifications (Agreement), which are incorporated by reference. Any acknowledgment, commencement of performance or delivery of Goods or Services will be deemed an acceptance of the Agreement. Terms in Seller's acceptance, which are in addition to or different from Buyer's terms, will not be a part of the Agreement. May 2, 2011