

# LITEPOINT CORPORATION PURCHASE ORDER

## GENERAL TERMS AND CONDITIONS

- 1. ACCEPTANCE OF TERMS AND CONDITIONS** – These terms and conditions shall govern any order placed by LitePoint Corporation or any of its subsidiaries anywhere in the world (collectively, “Buyer”). Any of the following acts by Seller shall constitute acceptance of this order and all of its terms and conditions: delivery of any of the items ordered; informing Buyer in any manner of commencement of performance; returning Seller’s own form of acknowledgment; or notice to Buyer of delivery schedule. In the event of any discrepancy, the terms and conditions set forth herein shall prevail over any term of condition stated by the Seller in any prior proposal or in acknowledgement or other acceptance of this order.
- 2. PRICE AND DELIVERY** - Seller shall furnish the items called for by this order in accordance with the prices and delivery stated on the face of this order. If prices and/or delivery dates are not stated, Seller shall offer its lowest prices and best deliver dates, both of which shall be subject to written acceptance by Buyer. All prices include all applicable taxes, except sales tax that is separately shown where applicable. Seller warrants that the prices charged for the items covered by this order will be as low as the lowest prices charged by the Seller to any other customers purchasing similar items in similar or smaller quantities and under like circumstances. Buyer may return or store at Seller’s expense any items delivered in advance of the delivery date specified for such items unless such early shipment has been otherwise agreed upon in writing between Buyer and Seller.
- 3. (a) SHIPPING RELEASES** - Unless specific delivery dates are provided in this order, Seller shall not fabricate any of the supplies covered by this order, or procure any of the materials required in their fabrication, or ship any of such supplies to Buyer, except to the extent authorized in written instructions furnished to Seller by Buyer. Buyer shall have no responsibility for supplies for which written delivery instructions have not been provided. Shipments in excess of those authorized may be returned to Seller and Seller shall pay Buyer for all packing, handling, sorting, and transportation expenses incurred in connection with such shipments. Buyer may from time to time change shipping schedules specified in this order or contained in such written instructions or direct temporary suspension of such schedules shipments.  
**(b) PACKING, MARKING, AND SHIPPING** - (i) All supplies shall be properly packed, marked, and shipped in accordance with the requirements of the common carrier transporting such supplies and of this order and in a manner that will permit the securing of the lowest transportation rates. Seller shall route shipments in accordance with Buyer’s instructions. Seller shall reimburse Buyer for all expenses incurred by Buyer as a result of improper packing, marking, or routing.  
**(ii)** Buyer shall pay transportation charges beyond the destination location indicated in the order. Any transportation charges paid by Seller with respect to which Seller is entitled to reimbursement shall be added to Seller’s invoice as a separate item and the receipted freight bill shall be attached thereto.  
**(iii)** Unless otherwise provided in this order, no charge shall be made by Seller for containers, crating, boxing, bundling, dunnage, drayage, or storage.  
**(c) PACKING SLIPS, BILLS OF LADING AND INVOICES.** Each Packing Slip, Bill of Lading, Commercial Invoice, and Invoice shall bear the applicable order number (and release number, if applicable) and the location of the plant or other destination specified by Buyer, to which supplies are to be shipped. A numbered Master Packing Slip shall accompany each shipment.  
**(d) PREMIUM SHIPMENTS.** If, because of failure of Seller to meet the delivery requirements of this order, Buyer finds it necessary to require shipment of any of the supplies covered by this order by a method of transportation other than the method originally specified by Buyer, Seller shall reimburse Buyer the amount, if any, by which the cost of the more expeditious method of transportation exceeds the cost of the method of transportation originally specified unless such failure is due to causes beyond the control and without the fault or negligence of Seller.
- 4. RISK OF LOSS** - Title to all items covered by this order transfer to Buyer in conjunction with Incoterms risk of loss as indicated on the Buyer’s purchase order.
- 5. INVOICING** - After each shipment made under this order, Seller shall send a separate invoice, including item numbers, in duplicate, accompanied by a bill of lading or express receipt, unless otherwise agreed to in writing. Payment of invoice shall not constitute acceptance of items ordered and shall be subject to appropriate adjustment for failure of Seller to meet the requirements of this order. Buyer may set off any amount owed by Seller or any of its affiliated companies to Buyer or any of its affiliated companies against any amount owed to Buyer under this order.
- 6. INSPECTION** - All items covered by this order may be inspected and tested by Buyer or its designee, at all reasonable times and places. Seller shall provide, without additional charge, all reasonable facilities and assistance for such inspections and tests. All inspection records relating to items covered by this order shall be available to Buyer during the performance of this order and for such longer periods as specified by Buyer in its acceptance of the inspection procedure. If any items covered by this order are defective or otherwise not in conformity with the requirements of this order, Buyer may, by written notice to Seller, (i) rescind this order as to such items, (ii) accept such items at an equitable reduction in price, agreed upon between parties, or (iii) reject such items and require the delivery of replacements. Deliveries of replacements shall be accompanied by a written notice specifying that such items are replacements. If Seller fails to deliver required replacements promptly, Buyer may (a) replace or correct such items and charge Seller the cost occasioned Buyer thereby, and/or (b) terminate this order for default as provided in Article 13(b).  
No inspection (including source inspection), tests, approval (including design approval), or acceptance of items ordered shall relieve Seller from responsibility for defects or other failures to meet the requirements of this order. Rights granted to Buyer in this Article 6 are in addition to any other rights or remedies provided elsewhere in this order or in law.  
If Buyer rejects any of the goods sold pursuant to this order, its only duty shall be to reasonably notify Seller of such rejection and hold the goods for the disposition of Seller. Under no circumstances shall Buyer be required to resell the rejected goods. Seller shall allow Buyer, Buyer’s customers, and any regulatory agencies to determine and verify the quality of work, records, and material at any place utilized by Seller in performance of this order, including Seller’s facility and the facility(ies) of any subcontractor(s) to Seller.
- 7. WARRANTY** - (a) Seller warrants that all supplies delivered hereunder shall be free from defects in workmanship, material and manufacture, shall comply with the requirements of this order, including any drawings or specifications incorporated herein or samples furnished by Seller, and where design is Seller’s responsibility, be free from defects in design. Seller further warrants all supplies and materials purchased hereunder shall be of merchantable quality and shall be fit and suitable for the purposes intended by Buyer. Seller must inform the Buyer in writing prior to making any change in material or process. The foregoing warranties shall constitute conditions and are in addition to all other warranties whether expressed or implied, and shall survive any delivery, inspection, acceptance, or payment by Buyer.  
**(b)** If any supplies delivered hereunder do not meet the warranties specified herein or otherwise applicable, Buyer may, at its election, (i) require the Seller to correct at no cost to Buyer any defective or nonconforming supplies by repair or replacement; or (ii) return such defective or nonconforming articles at Seller’s expense to the Seller and recover from the Seller the order price thereof. The foregoing remedies are in addition to all other remedies at law or in equity or under this order and shall not be deemed to be exclusive. All warranties shall run to the Buyer and to its customers.  
**(c)** Buyer’s approval of the Seller’s material or design shall not relieve Seller of the warranties set forth in this clause, nor shall waiver by Buyer of any drawing or specification requirement for one or more of the items constitute a waiver of such requirements for the remaining items to be delivered hereunder unless so stated by Buyer in writing. The provisions of this clause shall not limit or affect the rights of Buyer under the clause hereof entitled “Inspection”.
- 8. MATERIALS AND TOOLS** - If Buyer furnishes Seller material or equipment such as special dies, molds, jigs, tools, test equipment, etc.), or pays for the design or manufacture of such material or equipment, title thereto shall remain or vest in Buyer, and Seller shall identify by marking with Buyer’s company name, maintain and preserve such material and equipment and shall dispose of it (including scrap) in accordance with Buyer’s direction. Seller shall maintain property insurance for the full replacement value of any of Buyer’s material or equipment in Seller’s possession or located at any of Seller’s facilities.
- 9. CHANGES** - The Buyer may at any time, by a written order and without notice to sureties or assignees, suspend performance hereunder, increase or decrease the ordered quantities, or make changes within the general scope of this order in any one or more of the following: (i) applicable drawings, designs or specifications; (ii) method of shipment or packing; and/or (iii) place of delivery. If any such change causes increase or decrease in the cost of or the time required for performance of this order, an equitable adjustment shall be made in the order price or delivery scheduled or both and the order shall be modified in writing accordingly. No claim by the Seller for adjustment hereunder shall be valid unless asserted within twenty (20) days from the date of receipt by the Seller of the notification of change; provided, however, that such period may be extended upon the written approval of the Buyer. However, nothing in this clause shall excuse the Seller from proceeding with the order as changed or amended.
- 10. PATENT INDEMNITY AND PATENT RIGHTS** - (a) Seller warrants that the supplies specified herein and their sale or use, alone or in combination according to Seller’s specifications or recommendations, if any, will not infringe or misappropriate any patents, copyrights, trademarks, trade names or other intellectual property rights; and Seller agrees to indemnify and hold harmless Buyer and anyone selling or using any of Buyer’s products (hereinafter referred to as Buyer’s customers) against all costs and expenses and all judgments and decrees resulting from any alleged infringement or misappropriation by the said supplies, their use or sale as aforesaid, and agrees that Seller shall defend at Seller’s own expense any action which may be brought against Buyer or Buyer’s customers by reason of any such alleged infringement or misappropriation, except where Buyer agrees in writing that such supplies are to be specifically made for Buyer to Buyer’s special design requirements set forth in specifications or drawings furnished by Buyer, and where such alleged infringement shall have resulted from Seller’s compliance with said special design requirements. In the event that it reasonably appears to Buyer that Seller will be unable to satisfy its obligations hereunder, Buyer may, at Buyer’s option, control the defense of any action brought against Buyer, or Buyer’s customers by reason of any such alleged infringement.  
**(b)** In the event that this order shall include payment by Buyer for research or development work or non-recurring engineering work, Seller agrees to, and does hereby, grant Buyer, its successors and assigns, an exclusive, royalty-free, perpetual and worldwide license under any inventions, improvements or discoveries conceived or first reduced to practice in connection with such research or development work; such license to include the right to have goods made for Buyer in accordance with, or using the inventions, improvements or discoveries.
- (c)** In the event of a failure by Seller to perform hereunder from any cause or event whatsoever, and if the supplies furnished by Seller are unique to that Seller, Seller agrees to grant Buyer a non-exclusive, royalty-free, perpetual and

- until such time that Seller is able to resume performance.
- 11. PROPRIETARY INFORMATION** - All information obtained by Seller from Buyer in connection with this order, whether in written, oral or visual form, and which is identified as proprietary (at the time of disclosure if in written form, or otherwise within 30 days after its disclosure if Buyer provides Seller a written statement identifying such disclosure as proprietary) is received in confidence and shall remain the property of Buyer, and shall be used and disclosed by Seller only to the extent necessary for the performance of this order. Seller shall not disclose any information to Buyer that is confidential or proprietary information of a third party. Buyer does not grant to Seller (a) any reproduction rights to the supplies ordered, or (b) any rights to use designs, drawings, tooling or other information belonging to or supplied by Buyer in the manufacture or design of supplies for anyone other than Buyer without the prior written consent of the Buyer. Except as hereinabove provided, supplies made in accordance with Buyer’s specifications and drawings shall not be furnished or quoted to any other person or concern and specifications, drawings, information, data, tools, jigs, dies, fixture, materials and other items furnished by Buyer or the cost of which is charged against this order, shall be held in confidence by Seller and shall not be disclosed or transmitted without Buyer’s prior written consent to persons other than Seller’s or Buyer’s employees who have a need to know such information in order to discharge their obligations hereunder. Seller shall mark all such items as directed and shall be responsible for the safekeeping of all such items in its custody and must return all such items promptly to Buyer upon request.
- 12. LIABILITY FOR INJURY** - Seller shall indemnify Buyer against loss and liability for all personal injury and property damage caused by items furnished or services performed by Seller pursuant to this order, whether performed on the premises of Seller or Buyer, or elsewhere. Seller shall carry and maintain insurance coverages satisfactory to Buyer to cover the above, and upon Buyer’s request, shall furnish to Buyer appropriate evidence of such insurance.
- 13. TERMINATION - (a) WITHOUT CAUSE.** Buyer may terminate, for its convenience, all or any part of this order at any time by written notice to Seller. If this order terminated without cause, Buyer shall have no liability for any standard products or any related work-in-process, raw materials or components. With respect to non-standard items, if this order is terminated without cause, Buyer will pay the actual costs of Seller for work-in-process, raw materials, components that are non-returnable by Seller, all subject to Seller’s making reasonable efforts to mitigate Buyer’s liability for such items. In no event, however, shall such charges be in excess of the total order price.  
**(b) WITH CAUSE.** If (i) Seller fails to make any delivery or perform any service in accordance with specified delivery dates or otherwise fails to comply with this order, (ii) Seller fails to make progress to such an extent that performance of this order is endangered, (iii) any proceeding is filed by or against Seller in bankruptcy or insolvency, or (iv) any other breach of this order, Buyer may (in addition to any other right or remedy provided by this order or by law) terminate all or any part of this order by written notice to Seller without any liability and may purchase substitute items elsewhere and Seller shall be liable to Buyer for any excess cost occasioned Buyer thereby.  
If this order is terminated as provided in this Article 13, Buyer, in addition to any other rights provided in this Article 13, may require Seller to transfer title and deliver to Buyer (i), any complete supplies, and (ii) such partially complete supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights as Seller has specifically produced or specifically acquired for the performance of such part of this order as has been terminated. Buyer will pay for reasonable value of items transferred.  
If, after notice of termination of this order “With Cause”, it is determined that the failure to perform is due to causes beyond the control and without the fault or negligence of Seller, such notice of default shall be deemed to have been issued pursuant to Article 13(a) of this order entitled “Termination Without Cause”, and the rights and obligations of the parties hereto shall in such event be governed by such clause.
- 14. CONTINGENCIES** - Buyer reserves the right at its option, either to suspend shipments of goods covered by this order or to cancel this order, in whole or in part, at any time where such suspension or cancellation is caused by or reasonably results from United States Government orders or other requirements, embargoes, acts of the civil or military authorities, act of the public enemy, inability to secure transportation, facilities, strikes, differences with workmen, accidents at Buyer’s works, or other contingencies, whether similar or dissimilar to the foregoing enumeration beyond the Buyer’s control.
- 15. ASSIGNMENT** - Seller shall not assign this order or any rights under this order except any monies due to or become hereunder without the prior written consent of Buyer, and no purported assignment by Seller shall be binding on Buyer without such consent. Buyer may freely assign this order and any rights thereunder.
- 16. NOTICE OF LABOR DISPUTES** - Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, Seller shall immediately notify Buyer in writing of all relevant information with respect to such dispute.
- 17. CESSATION OF PRODUCTION** - Seller shall give Buyer at least 180 days prior written notice of the permanent discontinuance of production of items covered by this order during which time Seller shall accept orders from Buyer.
- 18. PUBLICITY** - Seller shall not make or authorize any news release, advertisement, or other disclosure which shall deny or confirm the existence of this order or which shall make use of Buyer’s name without the prior written consent of Buyer, except as may be required to perform this order.
- 19. LIENS** - Seller agrees to deliver to Buyer the goods covered by this order free and clear of all liens, claims, and encumbrances.
- 20. GRATUITIES** - It shall be deemed a default subject to possible termination if it is found that Seller made, directly or indirectly, any bribes, kickbacks or other payments, regardless of form, whether in money, property, or services, to any corporate officer or employee of Buyer or any third party acting on behalf of Buyer, to influence in any way the conduct of the Buyer.
- 21. GOVERNING LAW** - This purchase order shall be governed by and construed according to the laws of the Commonwealth of Massachusetts, excluding its conflicts of laws principles and the United Nations Convention on Contracts for the International Sale of Goods. The remedies herein reserved shall be in addition to any further remedies provided in law or in equity.
- 22. COMPLIANCE WITH LAWS AND REGULATIONS** - Seller warrants that the items referenced herein will be manufactured, prepared, sold and installed in complete and strict compliance with all relevant Federal, state and local laws and pertinent regulations, including applicable safety, environmental, and equal opportunity laws. If this order is a government subcontract, the following FAR provisions are incorporated herein by reference and Seller shall comply with each such provision: FAR 52.203-12 Limitation on Payments on Invoices Certain Federal Transactions, FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters, FAR 52.219-8 Utilization of Small Business Concerns (Oct 2000), FAR 52.222-26 Equal Opportunity (April 2002), FAR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and other Eligible Veterans (Dec 2001), FAR 52.222-36 Affirmative Action for Workers with Disabilities (June 1998), Executive Orders 11246 and 12969. If this order is for \$100,000 or more, the following provisions are also incorporated herein by reference, and Seller shall comply with each such provision: FAR 52.203-7 Anti-Kickback Procedures, FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters, FAR 52.223-14 Toxic Chemical Release Reporting. Additional applicable Federal Acquisition Regulations (FAR) and Defense Federal Acquisition Regulations System (DFARS) clauses or supplements that are applicable to this order are incorporated herein and will be furnished or identified to Seller upon request. Seller agrees to complete requested certifications regarding its compliance with the foregoing, and any required certification under any applicable FAR, DFARS or supplements.
- 23. ENVIRONMENTAL LAWS.** Seller shall comply with all applicable international, federal, state and local environmental, health and safety laws, regulations and ordinances, including but not limited to all applicable requirements dealing with prohibitions and restrictions of hazardous substances, recycling/product takeback and chemicals registration. Seller shall provide hazardous and restricted material composition data for purchased parts, components, materials and products that are incorporated into LitePoint products including parts procured on LitePoint’s behalf by third parties. Seller shall report on the RoHS 6 hazardous chemicals.
- 24. INTERNATIONAL TRADE** - Seller agrees to implement and follow, within a framework consistent with the US Customs Trade Partnership Against Terrorism (C-TPAT) recommendations and guidelines, a verifiable, documented program to enhance security procedures throughout its supply chain process. Where the Seller does not exercise control of a production facility, transportation or distribution entity, or process in the supply chain, the Seller agrees to communicate the C-TPAT recommendations and guidelines to its suppliers and transportation/distribution service providers and, where practical, condition its relationships to those entities on the acceptance and implementation of the C-TPAT recommendations and guidelines. Seller shall be responsible for all legal, regulatory and administrative requirements associated with any importation of items into the country designated by Buyer which is called for in this order and the payment of all associated duties, taxes and fees. Seller shall: (i) comply with all country of origin marking instructions; and (ii) provide Buyer with a valid Manufacturer’s Affidavit published on Seller’s letterhead for parts purchased. Seller shall reflect product valuations on invoices issued to Buyer consistent with World Trade Organization and US Customs product valuation methodologies, including but not limited to value of Buyer furnished materials or equipment. Supplier warrants that all goods and services provided do not fall under the jurisdiction of the U.S. Department of State ITR regulations 22 CFR Parts 120-130.
- 25. CODE OF CONDUCT** - Seller agrees it shall comply with Buyer’s Supplier Code of Conduct located on Buyer’s website at <http://www.teradyne.com/legal/SupplierCodeofConduct.pdf>.
- 26. LitePoint is an equal opportunity employer and federal contractor. Consequently, the parties agree that, to the extent applicable: (1) they will comply with the following laws, which are incorporated herein by reference: Executive Order 11246, Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws, 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a); and (2) this contractor and subcontractors shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations, respectively, prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**
- 27. CYBER SECURITY** – Seller shall follow all cyber security policies and procedures based on industry standards, including but not limited to ISO 2700 and NIST 800-53.

worldwide license as well as technical and manufacturing assistance at no charge to enable Buyer to obtain said supplies