



TRANSISTOR DEVICES, INC. ATTACHMENT "S" - STANDARD TERMS AND CONDITIONS OF SALE

TRANSISTOR DEVICES, INC. ("TDI") EXPRESSLY ACCEPTS AND AGREES TO THE STANDARD TERMS AND CONDITIONS OF SALE. TDI AGREES TO SELL TO CUSTOMER THE PRODUCTS OR SERVICES DESCRIBED IN THE PURCHASE ORDER ONLY ON THESE TERMS, WHICH ARE EXCLUSIVE AND REPLACE ANY OTHER TERMS AND CONDITIONS, WHETHER CONTAINED IN THE PURCHASE ORDER OR ELSEWHERE. TDI IS NOT RESPONSIBLE FOR TYPOGRAPHICAL, CLERICAL OR OTHER ERRORS CONTAINED IN ANY QUOTATION, PURCHASE ORDER, OR PUBLICATION. ALL SUCH ERRORS ARE SUBJECT TO CORRECTION BY TDI.

1. Terms of Sale: TDI pricing is FOB TDI's factory. Quotation is valid for sixty (60) calendar days unless extended in writing by TDI. If TDI extends such period or customer's purchase order will require more than a year to complete, TDI reserves the right to adjust its pricing. Unit prices quoted by TDI apply only to specific quantities and delivery schedules contained in TDI's quotation. If customer's purchase order deviates in quantities or delivery schedules, TDI reserves the right to adjust its pricing. TDI's pricing excludes taxes or duties, which are customer's responsibility.

2. Payment: Payment in full to TDI, without offset or deduction, is due thirty (30) calendar days from date of invoice. If payment is not received when due, a late payment fee of 1% per month (or any part thereof) on the unpaid balance will accrue from date of invoice. If payment is late, TDI may, in addition to any other remedy, cancel the purchase order, refuse to make further delivery, or declare immediately due and payable all unpaid amounts for products or services previously delivered or in process. Each delivery is a separate and independent transaction, and payment is due accordingly. Customer's checks are accepted subject to collection. Customer is liable for all costs of collection, including reasonable attorney's fees and costs. TDI may apply any payment received to any debt of customer to TDI. TDI's acceptance of partial payment does not waive its right to receive full payment of all amounts due.

3. Security Interest: Customer grants TDI a security interest in all products delivered against customer's purchase order, including all replacements, to secure payment of the purchase price and all other amounts owing under the purchase order, all as set forth on each invoice for products delivered. TDI may use customer's signature on the purchase order to file a financing statement in any jurisdiction TDI deems advisable to protect its security interest, without obtaining an additional signature on an actual financing statement. Customer will execute any document or financing statement TDI deems necessary to continue the security interest.

4. Delivery: Delivery dates for products or services are estimates and depend upon timely receipt of all required information from customer. TDI is not liable for delays in manufacture or delivery resulting from circumstances beyond its reasonable control, including customer's acts, acts of God, acts of war, terrorism, or civil unrest, fire, flood, windstorm, strikes, labor shortages, or other Force Majeure events. If such event occurs, TDI may, at its option and without penalty, defer delivery for a period of time equal to the delay resulting from such event. If customer defers delivery of products scheduled under the purchase order, TDI may impose deferral and other charges.

5. Warranty: TDI's products are warranted to conform to applicable specifications, including material and workmanship, for the period quoted by TDI. Liability under this warranty is expressly limited to TDI, at its option, repairing or replacing any TDI product returned to TDI's factory for that purpose. Repair or replacement of fuses in TDI products is excluded from this warranty. TDI reserves the right to alter the design of TDI products at any time without notice to customers or obligation to incorporate such alterations in previously ordered TDI products. **TDI expressly does not accept any debits or set offs by Customers.**

Transistor Devices warrants that except for as specifically listed by TDI in a separate amendment to this agreement and/or described in the quotation, TDI shall provide product that complies with the EU's Directive 2002/96/EC Waste Electrical and Electronic Engineering Equipment (WEEE) and Directive 2002/95/EC Restriction of Hazardous Substances (RoHS) when required by contract.

WEEE Directive

For "Electrical and Electronic Equipment" covered by the WEEE Directive, TDI will assume responsibility for future disposal of those goods that are agreed upon by the buyer and TDI to be "End of Life", treating or otherwise managing them in accordance with the requirements of the Directive and applicable national legislation. The buyer will assure cost for shipment of the product to TDI's authorized disposal facility.

RoHS Directive

When agreed upon by the buyer and TDI, TDI will provide RoHS compliant product, with exception, when permissible by the RoHS Directive. This may include, but is not limited to, exemptions such as "Lead in Solder Joints".

THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, AND OF ANY OTHER OBLIGATION OR LIABILITY ON TDI'S PART. UNDER NO CIRCUMSTANCES WILL TDI BE LIABLE FOR ANY LOSS, EXPENSE, OR CONSEQUENTIAL,

LIQUIDATED OR SPECIAL DAMAGES SUFFERED BY CUSTOMER OR OTHERS ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE TDI PRODUCTS, SERVICES, OR DOCUMENTATION EVEN IF TDI HAS BEEN ADVISED OF SUCH LOSS, EXPENSE, OR DAMAGE.

TDI will repair at customer's expense any TDI product that fails after the warranty period or as a result of misuse, improper installation, unauthorized repair, or unsuitable operating environment. TDI will provide an estimate before repair work is begun. If TDI finds no failure or defect covered by warranty in a returned product, customer will pay TDI a charge for handling and inspection. Customer must immediately notify TDI of any claim upon discovering a defect or failure and obtain a return authorization number prior to returning the product. Returned products must be intact when received by TDI and retain TDI's identifying marks. Customer must prepay transportation on the return.

6. Export Control Compliance: Customer will comply with all United States export control laws and regulations, including restrictions on export, re-export, end-use, or transfer of US-origin products, information, or technology, and will defend and indemnify TDI against any failure by customer to comply.

7. Confidentiality: TDI and customer will protect each other's confidential information from unauthorized disclosure. TDI confidential or proprietary information may not be released or disclosed without TDI's written consent. Disclosure or provision to customer by TDI of any drawings, data or other information does not convey any proprietary or design rights or license to manufacture (or have manufactured) TDI products.

8. Documentation: Upon written request from customer, TDI will provide outline and installation drawings for purchased TDI products to customer at no charge. Additional documentation is not included unless specifically itemized, priced, and purchased as part of customer's purchase order.

9. Purchase Orders Non-cancellable: Customer purchase orders become non-cancellable upon acceptance by TDI, and all sales of products or services by TDI are final, non-returnable, and non-refundable.

10. Material Liability: If customer's delivery schedule requires TDI to stock parts peculiar or long lead-time materials to meet customer's product demand, customer will reimburse TDI for its inventory of such parts or materials, as well as any applicable restocking charges, if customer defers delivery.

11. Notices: Customer's purchase order(s) should reference the TDI quotation number and must be made out to Transistor Devices, Inc.

12. Governing Law: All sales will be deemed to take place in New Jersey, and New Jersey law, without reference to its provisions relating to choice of law, will govern all rights and obligations under customer's purchase order, as amended by these terms.

13. Entire Agreement and Severability: Customer's purchase order, as amended by these terms, constitutes the entire agreement between customer and TDI and supersedes any prior understandings. No modification is binding upon TDI, unless signed by an Authorized Representative of TDI. The invalidity of any provision hereof shall not affect the validity of the remaining provisions.

