

WURTH ELECTRONICS MIDCOM STANDARD TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE

Seller's agreement to sell goods to Buyer is conditioned upon Buyer's acceptance of these terms and conditions of sale together with any special terms on the face of this document [the "Terms"]. Seller objects to and rejects the terms and conditions in any of Buyer's forms which in any way alter, add to, vary from, or conflict with the Terms. These Terms shall govern the purchase of goods by Buyer and the sale of goods by Seller, regardless of whether Buyer's forms precede or succeed this document and regardless of whether Buyer's forms indicate that their conditions are controlling and cannot be varied.

2. PRICES

Prices will be those established in Seller's published price quotation or pricing policies in effect at the time of order placement and are in U.S. dollars, unless Seller states a different currency on the Seller's quotation. Prices do not include taxes, duties, transportation costs, insurance, special packaging or marking. Buyer is responsible for the payment of all government, federal, state and local sales, and use taxes and all other taxes, fees, duties, and charges assessed in connection with this contract.

3. PAYMENT

Payment shall be made in U.S. dollars. Payment terms are net 30 days from date of invoice, subject to approval by Seller of amount and terms of credit. Seller reserves the right to require payment in advance or at any other time selected by Seller. Seller reserves the right to modify credit terms either before or after shipment of the goods, if, for any reason, Buyer's credit is or becomes objectionable to Seller. Invoices not paid when due will have a 1.5% per month late payment charge assessed against any unpaid balance from the due date of the invoice until the date of payment in full, or such lower rate as may be the maximum allowable by law, together with Seller's costs of collection, including attorneys' fees.

4. DELIVERY AND SHIPMENT

All delivery dates are approximate. Seller will use its best efforts to fill orders according to Buyer's requested delivery dates which shall not be less than Seller's published or quoted delivery lead times. Delivery greater than 12 months from the date of the order is not permitted. Buyer must schedule the shipment of goods at time of order placement. However, if Buyer requests multiple deliveries for a particular order, only the first shipment of goods must be scheduled at the time of the order placement. Subsequent shipments may be allowed on an as-requested basis; provided, the final delivery must be made within 12 months of the date of the first order.

[A] Domestic Shipment terms are Ex Works. Transfer of title and risk of loss shall pass to Buyer upon delivery of the goods to the carrier. Buyer shall pay all shipping, handling and insurance costs.

[B] International Shipment terms are FCA Hong Kong, Hong Kong, FCA Waldenburg, Germany, FCA Jonage, France and FCA Watertown, SD. Buyer shall be responsible for insurance, shipping costs, duties and taxes and for clearing the goods for export and all related costs. Transfer of title and risk of loss shall pass to Buyer upon identification of the goods to the contract and their readiness for shipment to Buyer.

[C] Penalties will incur after five (5) business days of a delay by the Buyer or Buyer's carrier to pick up Buyer's ordered goods of twenty-five (25) USD per day.

5. SELLER'S LIMITED WARRANTY

Seller warrants solely to Buyer that the goods will be free from defects in material and workmanship under normal use and service for a period of one (1) year from date of shipment, in new condition, to Buyer. This warranty is void if the goods are subject to modification, alteration, accident, misuse, neglect, improper handling or storage, improper installation, or improper repair. The sole and exclusive obligation of Seller under this warranty the replacement of defective components thereof with new or refurbished parts. If Seller does not replace or repair such parts, Buyer's sole remedy against Seller shall be to obtain a refund of the price charged by Seller for such goods as are proven to be defective. To obtain service under this warranty, Buyer must bring the malfunction to the attention of Seller and return goods to Seller within the one (1) year period and no later than thirty (30) days after the occurrence of such malfunction, whichever occurs first. Any repair or replacement shall not extend the warranty period. No goods will be accepted for return or replacement without the written authorization of Seller.

THERE ARE NO OTHER WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS WARRANTY. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE HEREBY EXCLUDED. IN NO EVENT SHALL SELLER'S TOTAL LIABILITY TO BUYER EXCEED THE PURCHASE PRICE OF THE GOODS. No person other than a duly authorized officer of Seller may extend or modify this warranty. No such modification or extension is effective unless it is in writing.

6. CHANGES

Seller reserves the right to make changes to standard goods ordered by Buyer, provided such goods meet the electrical and mechanical specifications published at time of order.

7. EXCUSABLE DELAYS

Seller shall not be liable for delay, non-delivery or failure to perform any of its obligations herein arising from any event beyond Seller's control, including, without limitation, acts of God, delays of suppliers, labor disturbances or strikes, war, fire, accidents, adverse weather, inability to secure transportation, governmental act or regulation, inability of Seller to obtain materials, shortages of materials, commercial impracticability, and any other causes or events beyond Seller's control.

8. CANCELLATIONS, RETURNS AND RESCHEDULES

[A] Custom Goods. If all or any portion of the goods under this contract are either specially manufactured for Buyer or are not normally inventoried by Seller, such goods are non-cancelable and non-returnable ["Custom

Goods"]. Accordingly, Buyer may not cancel an order for Custom Goods without the prior written consent of Seller.

[B] Standard Goods. Any request by Buyer to cancel Standard Goods must be made in writing to Seller and if approved by Seller, Buyer may cancel an order for standard goods provided Buyer: [i] gives Seller at least Thirty [30] days' written notice in advance of the Seller's scheduled delivery of such goods, [ii] pays for all goods previously shipped and to be shipped within the thirty [30] day notice period, and [iii] agrees in writing to a price increase commensurate with the reduced quantity of goods purchased by Buyer. Buyer may be liable for a cancellation fee at Seller's discretion not to exceed twenty percent [20%] of Seller's then current prices.

[C] Non-Standard Goods. If the Buyer consumes 80% or more of a Standard Good, then that good is classified as Non-Standard and communicated as such by the Seller and Goods are non-cancelable and non-returnable. Accordingly, Buyer may not cancel an order for Non-Standard Goods without the prior written consent of Seller.

[D] Returns. Any request by Buyer for return of standard goods must be made in writing to Seller, and if approved by Seller, shall be subject to a twenty percent [20%] restocking fee based on Seller's then current prices. Seller's approval is conditioned upon the return of such goods in "as shipped", marketable condition, original, unbroken packaging and which conform to Seller's then current published specifications. All risk of loss and shipping charges associated with the return of goods to the destination specified by Seller shall be Buyer's responsibility.

[E] Reschedules. Any request by buyer to extend their ship date for existing purchase orders must be made in writing to the seller and if approved by Seller, the buyer agrees to take all product that is produced with date codes acceptable to the original sales order agreement. Rescheduling requests will not be considered if they are made less than 30 days prior to the scheduled ship date or if the requested ship date is more than 120 days later than the initial scheduled ship date.

9. LIMITATIONS ON SELLER'S LIABILITY

IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS. SELLER'S MAXIMUM LIABILITY SHALL BE LIMITED TO THE PURCHASE PRICE OF THE GOODS WHICH GIVE RISE TO THE CLAIM.

10. GOVERNING LAW, VENUE AND JURISDICTION

This contract and any dispute of whatever nature between the parties relating to the subject matter of this contract shall be governed by the laws of the State of South Dakota, excluding its conflict of law rules. The sole and exclusive venue for any dispute relating to the subject matter of this contract shall be in the state or federal courts of the State of South Dakota, without regard to any otherwise applicable venue rules or principles of forum non convenience. Buyer hereby consents to jurisdiction in said courts. At its option, Seller may waive this provision, in whole or in part, when, in Seller's sole discretion, the same is necessary to protect and enforce its rights in a jurisdiction other than the State of South Dakota.

11. SUBSEQUENT ORDERS

If Buyer submits additional orders to Seller, such additional orders shall be subject to these Terms unless these Terms are otherwise modified by Seller in the interim, in which case the most recent revision of these Terms shall apply.

12. GENERAL

[A] This contract contains the entire agreement between the parties and supersedes any prior or contemporaneous oral or written agreements, proposals, representations and quotations relating to the subject matter. Buyer is not relying on any representations or communications, whether oral or written, in connection with its decision to contract with Seller.

[B] Neither party may assign this contract without the prior written consent of the other.

[C] Any delay or failure by Seller to exercise any right or remedy upon Buyer's breach of any of the Terms shall not impair any such right or remedy nor shall it be construed as a waiver of any such breach or any other breach occurring then or thereafter. All waivers must be in writing.

[D] No amendments to or modifications of this contract will be valid and binding upon either party unless it is in writing and signed by an authorized representative of that party.

[E] There are no third party beneficiaries to this contract unless otherwise mutually agreed in an express writing.

[F] Buyer agrees to indemnify Seller for any claims against Seller that arise out of or relate to any conduct attributable to Buyer.