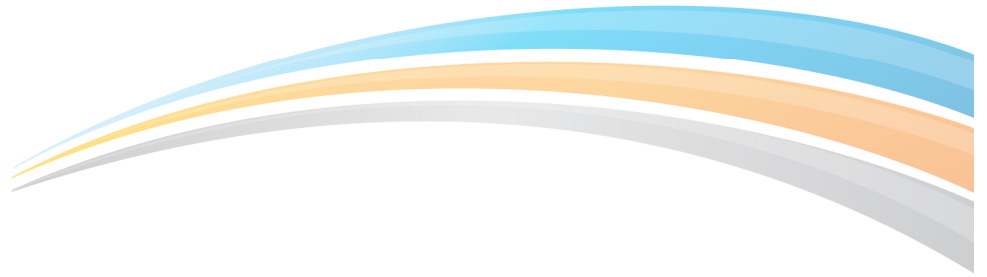


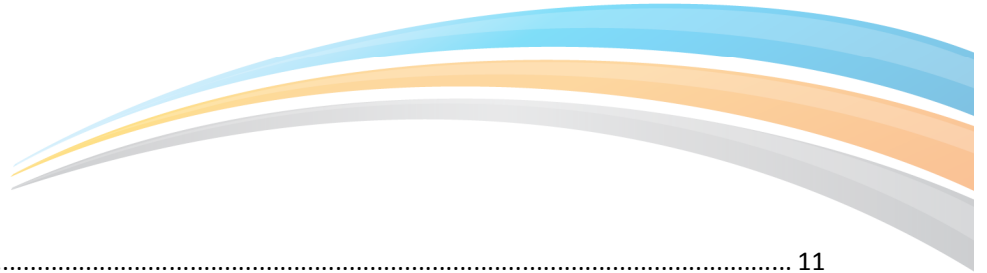
***moltosenso* SEMICONDUCTOR PRODUCTS**  
**STANDARD TERMS AND CONDITIONS OF SALE**

*English Version*



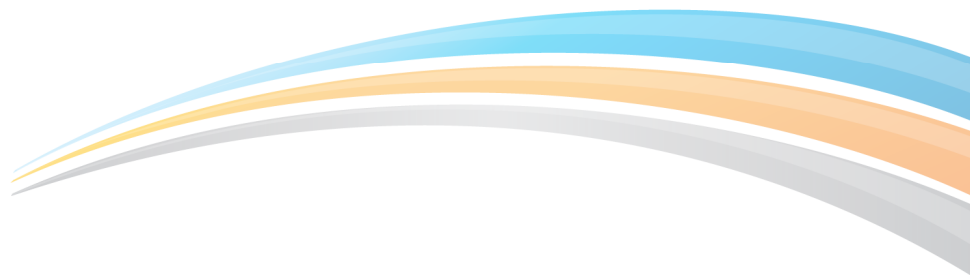
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## Reviews

Authors	Date	Version	Updates
Marco F. Urso	01/01/2011	1.0	Main body



## 1 Offer and Acceptance

MTS offers to sell and deliver semiconductor products in accordance with the terms and conditions set forth herein. Acceptance of this offer is expressly limited to such terms. MTS hereby objects to and rejects any additional or different terms proposed by Buyer, including those contained in Buyer's purchase order, unless MTS expressly agrees to such terms in writing.

## 2 Prices and Releases

MTS' price in effect at the time MTS receives Buyer's purchase order shall continue to apply if the quantity ordered is released by MTS within twelve (12) months and shipments are scheduled within eighteen (18) months. Otherwise, MTS' price in effect on the actual release date for the quantity actually shipped shall apply.

If the price of fuels, metals, raw materials, equipment or other production costs increases significantly, MTS shall have the right and Buyer shall have the obligation to renegotiate the price of all products not yet shipped, and if an agreement is not reached, MTS shall have the right to terminate this contract without liability.

## 3 Title and Delivery

Shipping charges are from MTS' Product Distribution Center in Turin (Italy). Shipments inside Italy shall be delivered D.D.P. (Incoterms 2000) MTS' designated carrier, while shipments outside Italy shall be delivered D.D.P. (Incoterms 2000) Buyer's designated carrier.

Shipping charges, insurance, transportation costs, duties, taxes, VAT and any other expenses incurred or licenses or clearances required, are prepaid by MTS and added to Buyer's invoice.

Title and liability for loss or damage shall pass to Buyer upon MTS' delivery to the carrier. Any subsequent loss or damage shall not relieve Buyer from its obligations.

MTS may deliver products in installments. Delivery dates are estimates. MTS shall not be liable for any damage, losses or expenses incurred by Buyer if MTS fails to meet the estimated delivery dates.

## 4 Payment Terms

If MTS extends credit to Buyer, payment terms shall be net thirty (30) days after MTS' invoice. MTS may change or withdraw credit amounts or payment terms at any time for any reason. If the products are delivered in installments, Buyer shall pay for each installment in accordance with the above payment terms. If Buyer fails to make any payment when due, MTS may suspend or cancel performance under any

agreements in which MTS has extended credit to Buyer. MTS' suspension of performance may result in rescheduling delays. If, in MTS' judgment, Buyer's financial condition does not justify the payment terms specified herein, then MTS may terminate this contract unless Buyer immediately pays for all products that have been delivered and pays in advance for all products to be delivered. Termination in accordance with this clause shall not affect MTS' right to pursue any other available remedies.

## 5 Taxes

As written in 3., prices do not include applicable taxes or duties. Buyer is solely responsible for paying all applicable taxes and duties. MTS will add VAT (Value Added Tax) to the sales price for any Italian Buyer (20%) and for private Buyers belonging to CEE (20%). In these cases, Buyer will pay such taxes unless Buyer provides MTS with a duly executed sales tax exemption certificate. If Buyer is required by law to withhold any amount of tax from its payment to MTS, Buyer shall promptly pay such amount to the appropriate tax authority and take all reasonable steps to minimize such withholding tax.

MTS reserves the right to make changes to this comma at any time, according to changing of the respective Italian and International Law about taxes and duties. Any change in these terms will be prospective only, unless retroactive effect is legally required. When you purchase anything from MTS you agree to this comma as it is written at the time of the order has occurred.

## 6 Contingencies

MTS shall not be in breach of this contract and shall not be liable for any non-performance or delay in performance if such non-performance or delay is due to a force majeure event or other circumstances beyond MTS' reasonable control, including but not limited to, shortages of labor, energy, fuel, machinery or materials, technical or yield failures, war, civil unrest, any government act, law or regulation, including any judicial order or decree, any communication or power failure, labor dispute, natural disaster, fire, flood, earthquake, explosion, terrorist act or Act of God. In the event of a shortage of products, TI may allocate, at its sole discretion, product production and deliveries.

## 7 Warranties and Related Remedies

### 7.1 Clause 1

Subject to clauses 7.5 and 7.6 below, MTS warrants that MTS semiconductor products will conform either to MTS' published specifications for such product or other mutually agreed upon written specifications signed by an authorized MTS representative. For unfinished products, this warranty lasts for the time mutually agreed among the Parties in the contract, while for finished products, this warranty lasts for two (2) years after the date MTS ships such products to Buyer, provided, however, that with respect to sold products, Buyer must install those products within three (3) months after shipment or delivery. MTS shall

not be liable for any defects that occur in products that are installed more than three (3) months after shipment or delivery. For products sold in wafer or die form, the warranty period is thirty (30) days. Notwithstanding the foregoing, MTS shall not be liable for any defects that are caused by neglect, misuse or mistreatment by an entity other than MTS, including improper installation or testing, or for any products that have been altered or modified in any way by an entity other than MTS. Moreover, MTS shall not be liable for any defects that result from Buyer's design, specifications or instructions for such products. Testing and other quality control techniques are used to the extent MTS deems necessary. Unless mandated by government requirements, MTS does not necessarily test all parameters of each product.

## **7.2 Clause 2**

If any MTS products fail to conform to the warranty set forth above, MTS' sole liability shall be at its option to repair or replace such products, or credit Buyer's account for such products. MTS' liability under this warranty shall be limited to products that are returned during the warranty period to the address designated by MTS and that are determined by MTS not to conform to such warranty. If MTS elects to repair or replace such products, MTS shall have a reasonable time to repair such products or provide replacements. Repaired products shall be warranted for the remainder of the original warranty period. Replaced products shall be warranted for a new full warranty period.

## **7.3 Clause 3**

EXCEPT AS SET FORTH ABOVE, SEMICONDUCTOR PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." MTS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **7.4 Clause 4**

Buyer agrees that prior to using or distributing any systems that include MTS products, Buyer will thoroughly test such systems and the functionality of such MTS products as used in such systems. MTS may provide technical, applications or design advice, quality characterization, reliability data or other services. Buyer agrees that providing these services shall not expand or otherwise alter MTS' warranties, as set forth above, and no additional obligations or liabilities shall arise from MTS providing such services.

## **7.5 Clause 5**

Safety-Critical, Military and Automotive Applications.

MTS products are not authorized for use in safety-critical applications (such as life support) where a failure of the MTS product would reasonably be expected to cause severe personal injury or death, unless officers of the parties have executed an agreement specifically governing such use. Buyer shall fully indemnify MTS and its representatives against any damages arising out of the unauthorized use of MTS products in such safety-critical applications.

MTS products are neither designed nor intended for use in military/aerospace applications or environments unless the MTS products are specifically designated by MTS as military-grade or "enhanced plastic." Only products designated by MTS as military-grade meet military specifications. Buyer acknowledges and agrees that any such use of MTS products which MTS has not designated as military-grade is solely at the Buyer's risk, and that Buyer is solely responsible for compliance with all legal and regulatory requirements in connection with such use.

MTS products are neither designed nor intended for use in automotive applications or environments unless the specific MTS products are designated by MTS as compliant with ISO/TS 16949 requirements. In any case of such use of non-designated products, MTS will not be responsible for any failure to meet ISO/TS16949 requirements.

Buyer represents that it has all necessary expertise in the safety and regulatory ramifications of its applications, and Buyer acknowledges and agrees that it is solely responsible for compliance with all legal, regulatory and safety-related requirements concerning its products and any use of MTS products in Buyer's applications, notwithstanding any applications-related information or support that may be provided by MTS.

## **7.6 Clause 6**

Notwithstanding anything to the contrary, SOFTWARE PRODUCTS AND EXPERIMENTAL AND DEVELOPMENT PRODUCTS AND ENTIRE SYSTEMS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." MTS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH SOFTWARE PRODUCTS AND EXPERIMENTAL AND DEVELOPMENT PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

## **8 Intellectual Property Indemnification:**

### **8.1 Clause 1**

Subject to clauses 8.2, 8.3, 9.1 and 9.2, MTS will pay any damages, liabilities or costs (excluding consequential and exemplary damages) finally awarded against Buyer, or agreed to by MTS as settlement or compromise, and will defend Buyer against any claim, suit or proceeding brought against Buyer, insofar as such claim, suit or proceeding is based on an allegation that products manufactured and supplied by MTS to Buyer directly infringe any United States, Canadian, Japanese or European Union member country patent, copyright, or trade secret; provided MTS is (i) promptly informed and furnished a copy of such claim, suit, or proceeding, (ii) given all evidence in Buyer's possession, custody or control, (iii) given reasonable assistance in and sole control of the defense thereof and all negotiations for its settlement or compromise. Buyer hereby agrees to make available to MTS the benefit of any defense available to Buyer to any infringement allegation hereunder, including, but not limited to, any license or option to license or sub-license any intellectual property right that is the subject of such infringement allegation.



## 8.2 Clause 2

In the event of an allegation for which MTS is obligated to defend Buyer pursuant to clause 8.1, MTS may, but shall not be obligated to: (i) obtain a license that allows Buyer to continue the use of the products, (ii) replace or modify the products so as to be non-infringing, but in a manner that does not materially affect the functionality of the products, or (iii) if neither (i) nor (ii) is available to MTS at a commercially reasonable expense, then MTS may refund to Buyer the purchase price and the transportation costs of such products and prospectively cease to indemnify Buyer with regard to such products without being in breach of this contract. If MTS elects to provide either of the options set forth in clauses (i) and (ii) above, MTS' indemnity obligation pursuant to clause 8.1 shall be entirely fulfilled as to that individual claim, except for any damages, liabilities, or costs (excluding consequential and exemplary damages) incurred by Buyer prior to MTS taking such action. If MTS elects the option set forth in clause (iii) above, MTS' indemnity obligation under this contract shall be entirely fulfilled, regardless of any additional claims. Also, if MTS elects the option set forth in clause (iii) above, Buyer shall return to MTS any and all products remaining in Buyer's possession, custody or control.

## 8.3 Clause 3

MTS shall have no liability for any costs, losses or damages resulting from Buyer's willful acts, or any settlement or compromise incurred or made by Buyer without MTS' prior written consent. MTS shall have no obligation to defend and no liability for any costs, losses or damages, to the extent that an infringement allegation is based upon: (i) Buyer's use of the products in combination with any other product, software or equipment; (ii) Buyer's use of the products in a manner or for an application other than for which they were designed or intended, regardless of whether MTS was aware of or had been notified of such use; (iii) Buyer's use of the products in a manufacturing or other process; (iv) Buyer's modifications to the products; (v) MTS' compliance with Buyer's particular design, instructions or specifications; or (vi) MTS' compliance with any industry or proprietary standard or Buyer's use of the products to enable implementation of any industry or proprietary standard (such claims - i.e. those set forth in (i) through (vi) above - are individually and collectively referred to herein as "Other Claims").

## 8.4 Clause 4

Buyer shall indemnify and hold MTS harmless against any damages, liabilities or costs finally awarded against MTS or agreed to by Buyer as settlement or compromise, and will defend any claim, suit or proceeding brought against MTS insofar as such claim, suit or proceeding is based on an allegation arising from Other Claims.

## 8.5 Clause 5

THE FOREGOING STATES THE SOLE LIABILITY OF THE PARTIES FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO. BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING INTELLECTUAL PROPERTY INDEMNIFICATION TERMS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT, AND THAT IN THE ABSENCE OF

SUCH TERMS, THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

## **9 Limitations and Damages Disclaimer**

### **9.1 General Limitations**

IN NO EVENT SHALL MTS BE LIABLE FOR ANY SPECIAL, COLLATERAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS CONTRACT OR THE USE OF THE GOODS PROVIDED HEREUNDER, REGARDLESS OF WHETHER MTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, ANCILLARY COSTS TO THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, RETESTING, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE, LOSS OF DATA, OR BUSINESS INTERRUPTION. NO CLAIM, SUIT OR ACTION SHALL BE BROUGHT AGAINST MTS MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS OCCURRED.

### **9.2 Specific Limitations.**

IN NO EVENT SHALL MTS' AGGREGATE LIABILITY FROM ANY WARRANTY, INDEMNITY, OR OTHER OBLIGATION ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, OR ANY USE OF ANY MTS PRODUCT PROVIDED HEREUNDER, EXCEED THE TOTAL AMOUNT PAID TO MTS FOR THE PARTICULAR UNITS SOLD UNDER THIS CONTRACT WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. THE EXISTENCE OF MORE THAN ONE CLAIM AGAINST THE PARTICULAR UNITS SOLD TO BUYER UNDER THIS CONTRACT SHALL NOT ENLARGE OR EXTEND THIS LIMIT.

BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

## **10 Cancellations and Rescheduling**

No cancellation or rescheduling of product by Buyer within thirty (30) days of MTS' estimated shipping date for such product will be accepted. Any cancellation or rescheduling of product by Buyer more than thirty (30), but less than ninety (90), days before MTS' estimated shipping date for such product may result in a charge to Buyer. Such charge, if any, shall be reasonably determined by MTS, based on factors such as whether the product was manufactured specifically for Buyer, MTS' ability to change its production schedule within the period of notice provided by Buyer, whether MTS acquired or allocated particular supplies or equipment to meet Buyer's order and such other factors as reasonably determined by MTS. Orders may be cancelled or rescheduled by Buyer more than ninety (90) days before MTS' estimated shipping date for such product at Buyer's discretion and without charge.

## 11 Non-waiver of Default

In the event of any default by Buyer, MTS may decline to make further shipments. If MTS elects to continue to make shipments, MTS' action shall not constitute a waiver of any such default or affect MTS' legal remedies for any such default.

## 12 Governing Law

This contract shall be governed by and interpreted in accordance with the laws of Italy, without reference to conflict-of-laws principles. If for any reason a court of competent jurisdiction finds any provision of this contract to be unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties, and the remainder of this contract will continue in full force and effect. This contract shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, or by the Uniform Computer Information Transactions Act (UCITA). Buyer agrees that non-exclusive jurisdiction for any dispute arising out of or relating to this contract lies within courts located in Turin (Italy) and consents to venue in Turin (Italy). Notwithstanding the foregoing, any judgment may be enforced in any other Italian or foreign court, and MTS may seek injunctive relief in any other Italian or foreign court.

## 13 Export Control

### 13.1 Clause 1

MTS is in charge of obtaining any necessary export license prior to the exportation of any product.

In particular, MTS goods are compliant with rules contained in CE n. 428/2009 of Council of May 5, 2009 (not dual use products) and in CE n. 1236/2005 of Council of June 27, 2005 (MTS does not ship goods that can be used for death penalty, torture or for other cruel treatments).

Furthermore MTS agrees to include in every shipment a specific declaration for goods with preferential origin in Italy and/or European Union.

### 13.2 Clause 2

Buyer further agrees to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software or software source code acquired from MTS under this contract or any direct product of such technical data, software or software source code. Accordingly, Buyer shall not sell, export, re-export, transfer, divert or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by Italian or applicable non-Italian laws. Further, Buyer shall give notice of

the need to comply with such laws and regulations to any person, firm or entity which it has reason to believe is obtaining any such product, technical data, software or software source code from Buyer with the intention of exportation. Each party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under this contract. If approvals cannot be obtained, MTS may terminate, cancel or otherwise be excused from performing any obligations it may have under this contract.

### **13.3 Clause 3**

Any product export classification made by MTS shall be for MTS' internal use only and shall not be construed as a representation or warranty regarding the proper export classification for such product or whether an export license or other documentation is required for the exportation of such product. This Section 13 shall survive termination of this contract.

## **14 Italian Government Contracts**

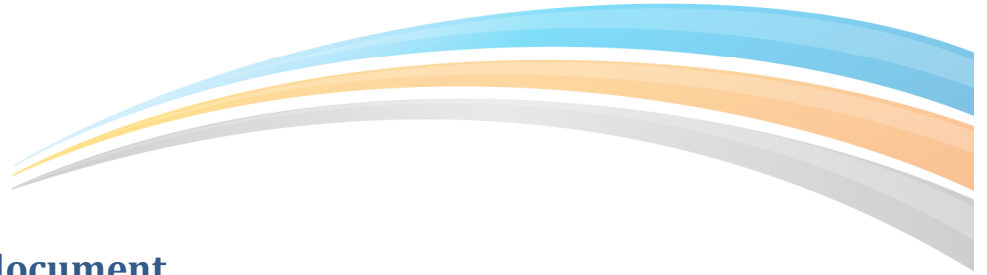
If the products are to be used in a Italian Government contract or subcontract, those mandatory clauses, except as noted below, of the applicable Italian Government procurement regulations shall be incorporated by reference.

## **15 Assignment**

This contract shall not be assignable by Buyer without MTS' prior written consent. Any unauthorized assignment shall be null and void.

## **16 Entire Agreement**

This contract constitutes the entire agreement between the parties relating to the sale of the products and supersedes all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No prior representations or statements relating to the sale of the products made by any MTS representative, which are not stated herein, shall be binding on MTS. No addition to or modification of any provision of this contract shall be binding upon MTS unless made in writing and signed by a duly authorized MTS representative. No course of dealing or trade usage or course of performance shall be relevant to explain or supplement any term in this contract. These terms and conditions shall prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any purchase order or other writing not expressly incorporated herein, including but not limited to data sheets, application notes and purchase order acknowledgements. The section headings contained in this contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this contract.



## 17 Language of this document

Where MTS has provided you with a translation of the English language version of the *moltosenso* standard terms and conditions of sale for semiconductor products, then you agree that the translation is provided for your convenience only and that the English language versions of the *moltosenso* standard terms and conditions of sale for semiconductor products will govern your relationship with MTS.

If there is any contradiction between what the English language version of the *moltosenso* standard terms and conditions of sale for semiconductor products says and what a translation says, then the English language version shall take precedence.

