



Terms and Conditions applicable to any sale of hardware, software, interface, source codes, testing services, hereinafter “products”, by Testing House de México, S. de R.L. de C.V., hereinafter “Testing House” to any Buyer.

1. This agreement is effective as of the date of its dispatch to Buyer, who is identified on the face hereof. Buyer's acceptance of this agreement shall occur, or be deemed to occur, upon the earlier of (a) expiration of 10 days from date of dispatch to Buyer, unless Buyer shall deliver written rejection hereof to Testing House within such period; or (b) Buyer's acceptance of any product or service referenced herein.
2. **QUOTES.** Correspondence of Buyer referring to any quote of Testing House as to price or terms must bear Testing House's “number”. All quotes of price and terms are valid for 30 days unless otherwise provided in writing by Testing House.
3. **CONDITIONS OF SALE.** If Buyer has submitted an offer in any form, containing Buyer's own terms and conditions, then, unless Buyer shall assent to the terms and conditions thereof, this agreement shall constitute a rejection of Buyer's offer. If Buyer shall treat the terms and conditions hereof as a counter-offer, Buyer may accept this counter-offer only on the terms and conditions hereof, and any terms and conditions contained in Buyer's acceptance which are additional to, or not identical with, the terms of the counter-offer will not become part of this agreement. Failure on the part of Testing House to object to provisions contained in any order or other communication from Buyer shall neither be construed as a waiver of the terms and conditions hereof, nor an acceptance of any such provisions.
4. **TAXES.** Sales or other taxes are not included in the price. Applicable State Resale Certificates must be on file to support exemption from sales tax. Buyer shall pay all federal, state, county, or other local taxes, levies, duties, or assessments, however designated, levied, or based upon this agreement, for the prices hereunder, the services here under, or any product or product use, and any taxes or charges in lieu thereof, paid or payable by Testing House with respect to the foregoing, exclusive of taxes based on net income. All personal property taxes assessed or assessable on any product after delivery shall be born by Buyer. In the event Testing House is required to pay any such tax, levy, duty, or assessment, Buyer shall forthwith reimburse Testing House.
5. **RELEASING CRITERIA OF TEST SET TO PRODUCTION.**
 - a. Repeatability with Golden: Golden board tested on test mode 10 times and no failures should be reported.
 - b. Reliability with Golden: With the golden board it is expected to have a CPK equal or higher than 6 (whit 10 runs) on 98% (+/- 2%) of the parametric measurements
 - c. Reliability using boards from production line: CPK equal or higher than 1.68 on parametric measurements with 5 board samples tested three times each on 98% (+/- 2%) of the parametric measurements.
 - d. Repeatability using boards from production line: 5 Board tested 3 times each with a failure rate of 6.6%. (Only one failure accepted from boards tested 3 times each).
 - e. R&R analysis applies for one of the boards on the panel and for one BOM version.
 - f. Any other releasing criteria requirement must be evaluated and may lead to charge additional engineering hours.



6. **DELIVERY AND RISK OF LOSS.** Delivery shall be INCOTERMS 2010 EXW Testing House Office in Guadalajara, origin except if provided otherwise in the corresponding quote, and, for this purpose, possession and title to all products ordered hereunder shall be deemed to pass to Buyer upon delivery to the carrier at the point of shipment. Buyer assumes all risk of loss or damage upon delivery to carrier at point of shipment, except for those resulting from the negligence of Testing House. All transportation charges or costs of insurance which may be assessed in connection with all products delivered hereunder shall be added to the price quoted to Buyer and shall be paid by Buyer. Unless otherwise agreed upon in writing, shipment shall be made in accordance with Testing House's standard procedures. Export shipments will be made in accordance with Buyer's instructions, which must be completed and delivered to Testing House at least five (5) working days prior to shipment date. Any required import/export license must be obtained by Buyer; all orders are subject to this requirement. Testing House will make partial shipments unless otherwise specified by Testing House or Buyer.
7. **TERMS OF PAYMENT.** Domestic Orders. Buyer shall pay to Testing House the amount stated on its invoice in US Dollars within thirty (30) days of the date of such invoice, subject to credit approval, except if provided otherwise in the corresponding quote. No discounts are allowed for earlier payments, unless otherwise provided by Testing House in writing.
- a. **Past Due Amounts.** Delinquent payments are subject to an interest charged at the rate of 3% per month, or any lesser portion thereof and shall not exceed the maximum lawful rate. Furthermore, Buyer acknowledges that late payment by Buyer to Testing House of any invoice amount causes Testing House to incur costs not compensated by the initial agreement, the exact amount of such costs being extremely difficult and impossible to fix. Such costs include without limitation, processing, handling, and accounting costs. Therefore, if any invoiced amount due from Buyer is not received by Testing House within the invoice period Buyer shall pay to Testing House an additional sum of 3% of the overdue amount as a late charge. The parties agree that this late charge represents a fair and reasonable assessment of the costs that Testing House will incur by reason of late payment by Buyer. Acceptance of any late charge shall not constitute a waiver of Buyer's default with respect to the overdue amount.
 - b. **Security Interest.** Buyer hereby enters into a security agreement with Testing House and grants to Testing House a purchase money certificate interest in the products sold pursuant herein in order to secure payment of the purchase price. Buyer agrees to execute and deliver all documents as Testing House may request so as to perfect and maintain Testing House's security interest.
 - c. **Credit Limit.** Orders are subject to a maximum outstanding credit limit (measured counting all outstanding invoices, whether or not past due, combined with the value of all accepted orders) as reasonably determined by Testing House. Testing House may, in its discretion, refuse to accept purchase orders if such acceptance would result in Buyer's exceeding such credit limit. The amount of credit or terms of the credit agreement can be changed or withdrawn by Testing House at any time.
 - d. **Shipments Independent.** Each shipment constitutes an independent transaction and Buyer shall pay for same in accordance with the specified payment terms.
 - e. **Delayed Shipments.** If shipments are delayed by Buyer, Testing House may nevertheless invoice Buyer when Testing House is prepared to ship.
 - f. **Termination of Change to Orders.** Buyer shall not terminate, suspend performance, reschedule, or cancel delivery or issue a "hold order" under this agreement, in whole or in part, without Testing House's prior written consent and upon terms that will compensate Testing House for any loss or damage resulting from such action. Buyer's liability includes, but is not limited to, the price of any products delivered or held for disposition and the price of services already



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performed, plus Testing House's loss of profit thereon, incurred costs, and a reasonable allocation of general and administrative expenses. Any such terminations are subject to a minimum termination charge of 40% of the dollar amount of the sales terminated. For purposes of this provision, Buyer shall conclusively be deemed to have breached the Agreement if becomes insolvent or files or has filed against it a petition in bankruptcy.

8. **NO EXTENSION OF WARRANTY.** Notwithstanding anything in this agreement to the contrary, under no circumstances shall Testing House be liable to Buyer for incidental, indirect, special or consequential damages, or for lost profits, savings, or revenues of any kind, whether or not Testing House has been advised of the possibility of any such damages or the like.

9. **INDEMNITY FOR IMPROPER USE.**

a. Buyer shall indemnify and hold harmless Testing House in respect to any damages, losses, costs, expenses, recoveries, obligations, liabilities and the like incurred, suffered, or threatened by Testing House, including, without limitation, settlement costs and any legal, accounting and other expenses for investigating or defending any actions or threatened actions which shall arise, result from, or relate to any direct or indirect injury, damage or loss, to any property or any person, arising out of the connection of product furnished hereunder to other equipment of Testing House's products is or has been, subjected to operation contrary to Testing House's printed instructions, neglect, accident, improper power, improper matching, or to repairs or modifications made by any other than Testing House or an authorized service personnel and not authorized in writing by Testing House.

b. Testing House shall not indemnify Buyer or third parties in respect to any damages, losses, costs, expenses, recoveries, obligations, liabilities and the like incurred, suffered, or threatened by Buyer, its personnel or any other third parties, including, without limitation, settlement costs and any legal, accounting and other expenses for investigating or defending any actions or threatened actions which shall arise, result from, or relate to any direct or indirect injury, damage or loss, to any property or any person, arising out of the connection of product furnished hereunder to other equipment of Buyer's products is or has been, subjected to operation contrary to Testing House's printed or verbal instructions, neglect, accident, improper power, improper matching, or to repairs or modifications made by any other than Testing House or an authorized service personnel and not authorized in writing by Testing House.

10. **PATENT INDEMNITY.** Testing House shall indemnify and hold Buyer harmless with respect to the sale or use of products furnished under this agreement, which are of Testing House's standard manufacture or design, and so the infringement of any valid U.S. or Mexican patent, provided that this indemnity shall only be effective if Buyer immediately gives Testing House written notice of any assertion, claim, action, or proceeding for patent infringement, then Testing House shall have sole discretion and control of any negotiations or of any suit that may be brought including the right to settle, and the Buyer shall assist Testing House in any reasonable way required by Testing House with respect therein.

a. **No Indemnity as to Contribution.** Testing House shall not indemnify Buyer, nor hold Buyer harmless from, and Buyer agrees to indemnify and hold Testing House harmless from any actual or alleged infringement of the rights of others based on combination of products furnished hereunder by Testing House with product of another, or arising out of any product manufactured or added by Testing House to meet Buyer's particular specification.



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17. **NOTICES.** Any notices provided for hereunder shall be given in writing and transmitted by personal delivery or prepared first class postage fully addressed to in the case of Testing House, Independencia 1018, Oficina 102, Parques del Bosque, C.P. 45609 Tlaquepaque, Jalisco, México, and in the case of Buyer, its address shown on the corresponding quote or purchase order.
18. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties hereto and supersedes all other agreements between the parties in connection with the sale of products and services provided herein. In the event of any discrepancy or inconsistency between the agreement and any other form of agreement used by either party in connection herewith such as quotes or purchase orders, the terms and conditions of this agreement shall govern.
19. **NO IMPLIED LICENSE.** The sale or other furnishing of any product, part, or information in the form of data, service, or application assistance (hereafter all together referred to in this paragraph as “material or service”) by Testing House, or any of its affiliates, shall not be construed as an express or implied license or other grant of rights of use by implication, course of dealing, estoppels, or otherwise, any patent, know-how, technical data, or other trade secrets or proprietary rights of Testing House, or any of the affiliates, connected in any way to the material or service for any purpose other than that purpose which as of the date hereof, Buyer has clearly caused Testing House to understand as the purpose of Buyer in the execution, delivery and performance of this agreement.
20. **INTELLECTUAL PROPERTY.** Testing House exclusively owns all right, title and interest in and to any inventions, discoveries, improvements, methods, ideas, computer and other apparatus programs and related documentation, works of authorship found in any tangible medium of expression, trademarks, trade secrets (“work product”), whether or not patentable, copyrightable or subject to trademark, trade secret, or other proprietary rights protection, or other forms of protection for any work product which is made, created, developed, written, conceived or first reduced to practice by Testing House solely, jointly or on its behalf, whether in the course of, arising out of or as a result of work done under this agreement or otherwise.
 - a. **Software.** Any software, source codes or interface included in products remains the property of Testing House, or its original developer, Buyer shall receive only a non-exclusive, non-transferable right to use such software solely with the Testing House hardware which it accompanies (“related product”), only for the period of time necessary to use the related product. The software may not be made available to any third party without prior written consent of Testing House or the original developer. You may not use, distribute, rent, share, copy, convey, reproduce, lease, sell, lend, transfer, modify, reverse engineer, decompile, disassemble, or translate into another program language the software or any copy, in whole or in part, except as provided in this agreement.
 - b. **Reverse Engineering.** Buyer shall not modify, adapt, translate or reverse engineer Testing House products. Furthermore, Buyer shall not at any time use Testing House products or confidential information, or its knowledge of Testing House products or confidential information, to create a product or function that is competitive with Testing House products and shall not sublicense or distribute Testing House products to an end user who intends to use Testing House products or confidential information or its knowledge of Testing House products or confidential information to create a product or function that is competitive with Testing House products.



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21. **ATTORNEYS' FEES.** If either party to this agreement incurs any legal fees, whether or not an action is instituted, in the terms and conditions of this agreement, it is agreed that the successful or prevailing party or parties shall be entitled attorney's fees and other costs in addition to any other relief to which such party may be entitled.