

**TERADYNE, INC.**  
**ASSEMBLY TEST DIVISION**  
**TERMS AND CONDITIONS**

These terms and conditions govern the sale of goods and the provision of services by Teradyne, Inc. and its subsidiaries ("Teradyne"), by and through its Assembly Test Division ("ATD"), to its customer ("Customer"). The term "Products" as used herein shall mean goods and/or services, as the context allows.

**1. PRICES**

- a) The total price for the Products is the amount indicated on the Teradyne quotation or written agreement signed by an authorized representative of Teradyne. Prices are valid for the period indicated on the quotation or signed agreement.
- b) Payment shall be made in U.S. Dollars in Boston, Massachusetts, U.S.A., or such other place as Teradyne may designate, by check, wire transfer, or, if required by Teradyne, letter of credit.
- c) Prices exclude any sales, value added or similar tax which will be payable by Customer in addition to the purchase price. If exemption from taxes is claimed, Customer must provide a certificate of exemption.

**2. ORDERS**

- a) Customer may cancel or reschedule orders for Products prior to shipment, subject to payment of Teradyne's standard cancellation and rescheduling charges then in effect. A schedule of such charges is available upon request. Product returns will be subject to Teradyne's approval and return charges.
- b) Product orders may require manufacture of Customer-specific configurations. Any changes to delivery dates or configurations after the initial order date may require a revised quotation and/or price change.

**3. DELIVERY, SHIPMENT AND RISK OF LOSS**

- a) Unless otherwise indicated on the Teradyne quotation, delivery will be made F.O.B. Teradyne's designated factory. Carrier and method of shipment, which may include air freight, will be selected by Teradyne unless otherwise indicated on Customer's purchase order prior to shipment. Shipment by sea at Customer's request will be subject to additional charges and may void the Product warranty.
- b) Title to Products and risk of loss and damage will pass to Customer upon shipment from Teradyne's designated factory.

**4. PRODUCT ACCEPTANCE**

- a) Any special acceptance procedures must be agreed to by Teradyne's authorized representative in writing and may be subject to additional charges.

**5. PAYMENT**

- a) Payment terms are subject to Teradyne credit approval. Unless otherwise indicated in the quotation or separate written agreement of Customer and Teradyne, payment for Products is due net 30 days from Teradyne's invoice date. Teradyne may change credit or payment terms at any time should Customer's financial condition or actual payment history so warrant.
- b) If payment is not received in accordance with the payment terms set forth in Section 5(a) above, then Teradyne, at its sole option, may assess a late payment fee from the date of tender on a month-to-month basis at a rate of 1.5% per month, compounded monthly, or the maximum rate permitted by law, if less.
- c) Teradyne may discontinue performance if Customer fails to pay any sum due, or fails to perform under this or any other Teradyne agreement if, after 10 days written notice, the failure has not been cured.

**6. WARRANTY**

- a) The Product warranty is the standard Teradyne ATD Warranty in effect at the time an order is placed and is available at <http://www.teradyne.com/atd/about/terms.html>.
- b) THE ABOVE REFERENCED WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TERADYNE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**7. SOFTWARE LICENSE**

- a) Customer's use of Teradyne's and included third party proprietary software, including warranty, is governed by Teradyne's Software License Agreement available at <http://www.teradyne.com/atd/about/terms.html>.

**8. INTELLECTUAL PROPERTY CLAIMS**

- a) Teradyne will defend or settle any claim against Customer that Products infringe an intellectual property right in the country where the Products are initially delivered, provided Customer promptly notifies Teradyne in writing, assists in the investigation or defense of the claim and allows Teradyne to control the defense and settlement of such claim.
- b) In the event of an infringement claim under Section 8(a) Teradyne will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely or is made, Teradyne may, at its option, modify the Product, procure any necessary license, or replace it with a non-infringing, functionally equivalent product. If Teradyne determines that none of these alternatives is reasonably available, Teradyne will refund Customer's purchase price upon return of the Product.
- c) Teradyne has no liability under this Section 8 if Customer fails to comply with its obligations hereunder or for any claim of infringement arising from:

- 1. Teradyne's compliance with, or use of, Customer's designs, specifications, instructions or technical information;
- 2. Product modifications by Customer or a third party;
- 3. Product use prohibited by specifications or related application notes; or
- 4. Use of the Product with products not supplied by Teradyne.

- d) These terms state Teradyne's exclusive liability for claims of intellectual property infringement or misappropriation of trade secrets.

**9. LIMITATION OF LIABILITY AND REMEDIES**

- a) IN NO EVENT WILL TERADYNE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR MULTIPLE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER CLAIMS FOR SUCH DAMAGES ARE BASED ON CONTRACT, TORT, WARRANTY OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- b) TO THE EXTENT THAT LIMITATION OF LIABILITY IS PERMITTED BY LAW, TERADYNE'S LIABILITY TO CUSTOMER IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO SUCH CLAIM OF LIABILITY.

- c) The limitations set forth in Sections 9(a) and 9(b) above will not apply to infringement claims under Section 8, or to damages for bodily injury or death.

- d) The remedies in these terms and conditions are Customer's sole and exclusive remedies.

**10. GENERAL**

- a) Teradyne will not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.

- b) If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other party may cancel any unfulfilled obligations.

- c) A Customer who exports, re-exports or imports Products, technology or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations, specifically including, but not limited to, the International Traffic in Arms Regulation and the Export Administration Regulation, and for obtaining required export and import authorizations. Teradyne may suspend performance if Customer is in violation of applicable laws or regulations.

- d) To the maximum extent permitted by law, Customer shall be solely responsible for complying with, and shall otherwise assume all liabilities that may be imposed in connection with, any legal requirements adopted by any governmental authority related to Directive 2002/96/EC of the European Parliament and of the Council on Waste Electrical and Electronic Equipment, dated January 27, 2003, or otherwise mandating waste collection, treatment, recovery, disposal, financing or related obligations in connection with the Products. Customer shall defend, indemnify and hold Teradyne harmless from any damage, claim or liability relating thereto. At the time Customer desires to dispose of the Products, Customer shall refer to and comply with the specific waste management instructions and options set forth at [http://www.teradyne.com/corp/env\\_po.html](http://www.teradyne.com/corp/env_po.html).

- e) Disputes arising in connection with these terms and conditions will be governed by the laws of the Commonwealth of Massachusetts.

- f) Neither party's failure to exercise any of its rights under these terms and conditions will be deemed a waiver or forfeiture of those rights.

- g) To the extent that any provision of these terms and conditions is determined to be illegal or unenforceable, the remainder of these terms and conditions will remain in full force and effect.

- h) The United Nations Convention on Contracts for the International Sale of Goods will not apply to these terms and conditions.

- i) These terms and conditions constitute the entire agreement between Teradyne and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Teradyne's offer to sell or acceptance of Customer's offer to buy is expressly conditioned on Customer's assent to all of the terms and conditions herein. Customer's submission of a purchase order is deemed an acceptance of these terms and conditions, without modifications or additions. In the event of a discrepancy between these terms and conditions and a Customer purchase order, these terms shall govern.

- j) If this is an order under a U.S. Government contract, then only the Federal Acquisition Regulation (FAR) clauses required to be incorporated in a commercial item subcontract pursuant to FAR 52.212-4 shall be incorporated.