

Micro Analog Systems Oy
TERMS AND CONDITIONS OF SALE

1. SCOPE

Micro Analog Systems Oy (Seller) offers to Buyer the products and services (Products) described in the Offer, on the terms and conditions stated herein (Terms).

1.2 Any of the following actions by Buyer shall constitute Buyer's acceptance of this offer and a waiver of any previous objection by Buyer to the Terms: (i) Buyer's retention of or payment for the Products, (ii) any action of Buyer interpreted by a court of competent jurisdiction to confirm the existence of a contract between Buyer and Seller relating to the Products, or (iii) any writing of Buyer in response to hereto that does not expressly reject the Terms, whether or not Buyer's response contains additional or conflicting terms.

1.3 The Terms constitute the entire agreement between Buyer and Seller relating to the Products and supersede all previous communications. Seller shall not be bound by any other representation or statements relating to the Products or by any subsequent addition to or modification of the Terms, unless in writing and signed by the duly authorized representatives of Seller.

2. TITLE AND DELIVERY

2.1 The Products will be delivered FCA/Factory, Incoterms 2010, depending on the packaging format. Title and risk of loss or damage shall pass to Buyer upon Seller's tender of delivery of the Products to a carrier for shipment to Buyer. Buyer shall be responsible for filing any claims with the carrier. Unless Seller receives other instructions from Buyer, Seller will select the method of shipment and will package the Products in accordance with Seller's standard practices.

2.2 Shipping dates are approximate and are based upon receipt of all necessary information from Buyer. Seller shall not be in default hereunder or liable to Buyer or any other party for any direct or indirect loss or expense incurred from delay or non-delivery of the Products due to force majeure or to any other cause beyond Seller's reasonable control. Delay shall not entitle Buyer to cancel or alter this contract.

2.3 Non-encapsulated parts
Due to yield variance the Seller reserves the right to deliver products plus/minus 25% of the ordered amount.

3. PRICES

3.1 Prices quoted are subject to change or withdrawal until accepted by Buyer, unless stated to be firm for a definite period, and are in addition to taxes and freight. Buyer shall reimburse Seller for pre-paid freight. All applicable sales, use, excise and other taxes will be billed to and shall be paid by Buyer unless a satisfactory tax exemption certificate has been furnished prior to shipment.

4. TERMS OF PAYMENT

4.1 Unless Seller has extended credit to Buyer, Seller will require cash payment with Buyer's order (in whole or part), or a letter of credit in a form acceptable to Seller which requires Buyer to pay all costs of

collection, including reasonable attorneys' fees.

4.2 When Seller has extended credit to Buyer, terms of payment are net thirty (30) days from the date of invoice. Seller may charge a late fee p.a. according to the Interest Act.. on amounts past due to cover its added handling and overhead costs. All credit sales are subject to approval by Seller, and if not approved, Seller will require full payment prior to shipment.

4.3 Seller will invoice and Buyer shall pay for separately each installment delivered.

4.4. The delivered Products remain the reserved property of Seller until full payment of purchase price is made. The Buyer shall also stipulate that if, due to resale, processing, connecting or combining, the reservation of ownership becomes null and void, an ownership in the newly created article or product resulting therefrom will take its place. In case there is a default of payment or an application to begin insolvency proceedings over the assets of Buyer, Seller has the right to demand the immediate handover of the reserved property. This act of taking back the property does not mean a rescission from the contract.

5. LIMITED WARRANTY

5.1 All Products are highly sensitive to handling. Special precautions should be taken while handling these devices. Complete handling instructions will be provided to Buyer upon request. Seller's warranty does not extend to improperly handled Products.

5.2 Except as specifically provided below, Seller excludes all express and implied warranties of merchantability and fitness for a particular purpose in connection with the products. In lieu thereof, for one year from the date of shipment, Seller warrants the Products against mechanical defects and failure to perform other than defects or failures caused by (i) components of other manufactures, (ii) by the user's misuse, neglect, improper installation, unauthorized repair, or alterations, or (iii) by accident. Seller's warranty is not valid if storage times stated by the Seller are not followed

5.3 Seller's obligation or liability shall be limited to, at its option, replacing Products for which written notice of failure is received by Seller within one year following the date of shipment and which are returned, with Seller's prior written authorization, FOB Seller's plant, freight prepaid, within 30 days after the one year period. This warranty extends only to Buyer and not to Buyer's customers. Seller disclaims all liability for incidental, special, or consequential damages, loss or injury. In any event, Seller's maximum liability arises in contract, from breach of warranty, in tort or otherwise, shall be limited to the Product's invoice price. Replaced products become Seller's property again

5.4 Products manufactured to meet Buyer's specifications are warranted only to confirm to such specifications or to samples previously examined by Buyer.

6. ACCEPTANCE

6.1 Buyer is responsible for inspecting all

deliveries for shortage or non-conformity. All products delivered will be deemed accepted by Buyer unless Buyer notifies Seller of any discrepancies within seven (7) days after delivery.

7. INDUSTRIAL PROPERTY RIGHTS

7.1 Seller's sale of the Product to Buyer does not convey to Buyer any license or any other right, express or implied, under any patent, trademark or proprietary right of Seller covering the Product.

7.2 If the products are manufactured to meet Buyer's designs and specifications, Buyer shall defend Seller against any claims or actions for unfair competition, for infringement of patents or trademarks, or for any other reason and shall hold Seller harmless from all damages, costs, loss or expenses including reasonable attorney's fees, arising from Seller's compliance with Buyer's specifications.

8. DEFAULT

8.1 Failure of Buyer to pay any invoice within ten(10) days after the due date, the institution of bankruptcy proceedings by or against Buyer, Buyer's insolvency, an assignment by Buyer for the benefit of its creditors, or the occurrence of any other event which in Seller's judgement impairs Buyer's financial condition shall entitle Seller to suspend all further performance hereunder and on any other order of Buyer, in addition to Seller's other remedies hereunder or at law.

8.2 Seller shall not be in default for failure to deliver or otherwise unless Seller has failed to commence to cure its default within 10 days after receipt of written notice of default from Buyer.

9. ASSIGNMENT

9.1 Buyer shall not assign an order or any interest therein without the prior written consent of Seller.

10. APPLICABLE LAW

10.1 The validity, construction and performance of the Terms shall be governed by and construed in accordance with the laws of Finland. In the event that any provision of the Terms shall be held unenforceable the remaining provisions of the Terms nevertheless shall remain in full force and effect.

11. ATTORNEY'S FEES

11.1 Buyer shall pay Seller's reasonable attorney's fees and other costs incurred in connection with collecting any sums owed by Buyer.

12. EXPORTATION

12.1 Buyer shall not re-export the products or systems incorporating these products without a valid export license. In addition, approval from the Department of Commerce or the U.S. Department of State may be required if the product is to be exported.

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