



ON Semiconductor

ON SEMICONDUCTOR

Standard Terms and Conditions of Sale

1. **PRODUCT AND SALE TERMS.** The buyer ("Buyer") agrees to purchase, and Semiconductor Components Industries, LLC ("SCI") and its affiliates and subsidiaries (all together "ON Semiconductor") agree to sell, products ("Product(s)") under the terms and conditions contained in this document. The actual seller applicable to and obligated under a particular order will vary by location. All purchase orders issued to ON Semiconductor by Buyer shall be governed only by these terms and conditions notwithstanding any preprinted terms and conditions on Buyer's purchase order. Any additional or different terms in Buyer's documents are hereby deemed to be material alterations and notice of objection to and rejection of them is hereby given. Buyer accepts these terms and conditions by accepting delivery of the Product(s) whether or not these terms and conditions are provided with each sales transaction. These terms are also available at www.onsemi.com.

If the seller is a subsidiary or affiliate of SCI, the obligations of the parties run between such subsidiary or affiliate and Buyer, and not between SCI and Buyer. Buyer acknowledges to have read and understood the terms and conditions herein which shall prevail over and apply to the exclusion of any terms and conditions contained or referred to in Buyer's order or in correspondence or elsewhere or implied by trade custom, practice or course of dealing. Buyer further acknowledges that these terms and conditions supersede all representations, communications and proposals, oral or written, between the parties relating to the subject matter hereof.

2. **DELIVERY, TITLE AND RISK OF LOSS.** Unless otherwise agreed to in writing or under any alternate local terms agreed to by ON Semiconductor, Product(s) shall be delivered EXW (Seller's Shipping Location), in accordance with INCOTERMS 2010. Title to and risk of loss of the Product(s) shall pass to Buyer upon delivery of such Product(s) to Buyer. ON Semiconductor will use all reasonable efforts to deliver Product(s) to a mutually agreeable schedule. However, delivery dates are approximate only and ON Semiconductor is not liable for delays in delivery for any reason. Deliveries may be made in installments, and a delay or default in delivery of any installment shall not relieve Buyer of the obligation to accept and pay for other deliveries. Claims for shipment shortage shall be deemed waived unless presented to ON Semiconductor in writing within forty-five (45) days of delivery. Notwithstanding anything in this document to the contrary, ON Semiconductor reserves the right to adopt an equitable plan of allocation and to adjust delivery schedules accordingly in the event of shortages. Product(s) must be scheduled for delivery within six (6) months of date of Buyer's purchase order. Shipment of Product(s) within +/- five per cent (5%) of the quantity ordered shall be deemed to constitute full delivery.

3. **PRICES, QUOTATIONS AND TAXES.** Except as may otherwise be agreed to by the parties in a pricing agreement, the applicable prices shall be those prices quoted by ON Semiconductor and contained in Buyer's purchase order accepted by ON Semiconductor. Buyer agrees to pay all applicable taxes.

4. **PAYMENT TERMS AND TITLE.** Except as otherwise agreed to between the parties in writing, payment will be due thirty (30) days from the date of invoice. All payments shall be without retention or set-off by Buyer. If Buyer does not make payment on time, ON Semiconductor shall be entitled to charge Buyer interest on the unpaid price at the rate of five percent (5%) above the published Wall Street Journal Prime Rate in effect from the date on which payment becomes due until payment is made whether or not after judgment. ON Semiconductor reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay an invoice when due or for any other similar reason and to suspend any subsequent shipments until Buyer's account is current.

5. **WARRANTY.** (a) ON Semiconductor warrants that its Product(s) will, for the time period set forth below, be free from defects in material and workmanship and will conform to ON Semiconductor's approved specifications.

(b) Except as provided below, Product(s) are warranted for a period of two (2) years from the date of delivery.

Image Sensor Product(s): Image sensor Product(s) are warranted for a period of one (1) year from the date of delivery.

Unprobed Die and Wafer Product(s): Unprobed Product(s) in die or wafer form are warranted for a period of thirty (30) days from the date of delivery.

DEVELOPMENT PRODUCT(S), PROTOTYPE OR OTHER NON-PRODUCTION PRODUCT(S), SAMPLES OF PRODUCTION PRODUCT(S) AND SOFTWARE ARE NOT WARRANTED AND ARE PROVIDED ON AN "AS IS" BASIS ONLY.

(c) Buyer must advise ON Semiconductor in writing of any claims within the warranty period, obtain ON Semiconductor's return authorization, return the Product(s) to a facility or location directed by ON Semiconductor, and provide any reasonably requested assistance. If the Product(s) are not as warranted, ON Semiconductor shall, at ON Semiconductor's option, either refund the purchase price of the Product(s) or provide the same or equivalent replacement Product(s), and shall reimburse Buyer for any commercially reasonable cost of transporting the non-conforming Product(s). In no event, however, shall ON Semiconductor be responsible for any non-conformance or other defects in the Product(s) resulting from improper handling during or after shipment, misuse, neglect, improper installation or operation, repair, alteration, accident or for any other cause not attributable to defective workmanship or failure to meet specifications on the part of ON Semiconductor. This warranty shall not be expanded, and no obligation or liability will arise, due to technical advice or assistance, computerized data, facilities or services ON Semiconductor may provide in connection with Buyer's purchase. ON Semiconductor provides no warranty for ON Semiconductor Product(s) purchased through unauthorized sales channels. ON Semiconductor warrants replacement Product(s) for the remaining term of the warranty on the originally delivered Product(s).

(d) THIS WARRANTY EXTENDS TO BUYER ONLY AND MAY BE INVOKED ONLY BY BUYER FOR ITS CUSTOMERS. ON SEMICONDUCTOR WILL NOT ACCEPT WARRANTY RETURNS FROM BUYER'S CUSTOMERS OR USERS OF BUYER'S PRODUCT(S). THIS WARRANTY DOES NOT APPLY TO DEFECTS ARISING AS A RESULT OF BUYER'S DESIGNS OR FORMULAS.

(e) THE WARRANTY AND REMEDIES SET FORTH ABOVE CONSTITUTE ON SEMICONDUCTOR'S EXCLUSIVE LIABILITY, AND BUYER'S EXCLUSIVE REMEDIES, FOR ANY BREACH OF WARRANTY OR NON-CONFORMITY OF THE PRODUCT(S). THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. ON SEMICONDUCTOR SHALL MAKE THE FINAL DETERMINATION AS TO ANY BREACH OF WARRANTY OR NON-CONFORMITY OF THE PRODUCT(S).

6. CONFIDENTIAL INFORMATION. All materials and Product(s) furnished by ON Semiconductor and identified as containing confidential information must be held in confidence by the recipient using at least the degree of care the recipient uses for its own confidential information, but no less than reasonable care. Except as required by law, the recipient may not disclose such materials or confidential information except to its own employees who require use of the materials in the performance of their duties and who are bound by a duty of confidentiality under terms no less restrictive than contained herein concerning the use of confidential information. Any non-public samples or prototypes, or any source code provided by ON Semiconductor shall constitute confidential information, whether or not so marked. Nothing contained in this agreement limits a party from filing a truthful complaint, or the party's ability to communicate directly to, or otherwise participate in either: (i) any investigation or proceeding with a United States of America ("USA") government agency alleging a securities law violation, waste, fraud, or abuse; or (ii) an investigation or proceeding that is protected under a whistleblower provision of a USA federal law or regulation.

7. PATENT, MASK WORK RIGHT AND COPYRIGHT INDEMNIFICATION. (a) The design, development or manufacture by ON Semiconductor of Product(s) and/or services shall not be deemed to produce a work made for hire. Except as expressly set forth herein, all intellectual property rights arising out of Product(s) or services sold to Buyer belong to ON Semiconductor. Except for Buyer's implied license to use and sell a Product(s) incident to its purchase and the implied license of Buyer to sell or otherwise dispose of possession of a copy of a copyrighted work from ON Semiconductor, the sale of Product(s) and/or services does not convey any license by implication, estoppel, or otherwise in respect of Product(s) and/or services alone or in combination with other products. Unless otherwise agreed in writing,

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(b) ON Semiconductor agrees to defend any claim, suit, or proceeding asserted against Buyer based upon a claim that any Product(s) purchased hereunder, excluding Software, directly infringes any patent, mask work right, or copyright, effective in the USA and to pay costs and damages finally awarded in any such suit provided that ON Semiconductor is promptly notified in writing of the claim and given, at ON Semiconductor's request and expense, sole control of the defense or response to such claim and all requested reasonable assistance by Buyer for defense of the same. If such a claim has occurred, or in ON Semiconductor's sole and reasonable judgment is likely to occur, Buyer agrees to allow ON Semiconductor to use its sole discretion to (i) obtain for Buyer the right to use and sell the Product, (ii) replace or modify the Product(s) with non-infringing Product(s), or (iii) accept the return of the Product(s) and refund the purchase price less reasonable wear and tear. Further, ON Semiconductor may cease shipping infringing Product(s) without being in breach of this document. This indemnity does not extend to any claims based upon any infringement or alleged infringement of any patent, mask work right, or copyright arising from; (i) the combination of any Product(s) with other elements if such infringement would be avoided by the use of the Product(s) alone, (ii) the use of the Product(s) in a manner or for an application other than that for which such Product(s) was designed or intended, regardless of whether ON Semiconductor was aware of such use, (iii) any addition to or modification of the Product(s), (iv) the use of the Product(s) in connection with manufacturing or other process, or (v) by any Product(s) not in ON Semiconductor's catalogue or any Product(s) made compliant to Buyer's design, instruction or specification (such claims, i.e. those set forth in (i) through (v) above, are referred to herein as "Other Claims"). THE FOREGOING STATES ON SEMICONDUCTOR'S ENTIRE LIABILITY FOR PATENT, MASK WORK RIGHT, OR COPYRIGHT INFRINGEMENT AND IS IN LIEU OF ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS EXPRESSED OR IMPLIED, IN REGARD THERETO.

Buyer agrees to defend any claim, suit, or proceeding asserted against ON Semiconductor based upon Other Claims and to pay costs and damages finally awarded from such suit provided that Buyer is promptly notified in writing of the claim and given, at Buyer's request and expense, sole control of the defense or response to such claim and all requested reasonable assistance by ON Semiconductor for defense of the same.

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(d) Buyer, without the express prior written consent of ON Semiconductor, has no right to use ON Semiconductor's trademarks, trade names, corporate slogans, corporate logos, or corporate designations in the sale, lease or advertising of any Product(s), or any product containers, component parts, business forms, sales, advertising or promotional materials, or other business supplies or materials, whether in writing, orally or otherwise.

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(d) If Buyer is in default of any of the terms and conditions of this document, the rights granted herein by ON Semiconductor may be terminated on one (1) month's prior written notice. Within one (1) month after termination, Buyer will furnish to ON Semiconductor a certificate certifying that the original and all copies of the Software and derivative versions thereof ("Derivatives"), in whole or in part and in any form, have been destroyed.

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(i) Buyer acknowledges and agrees that ON Semiconductor has no and shall have no obligation or responsibility whatsoever to provide to Buyer, Buyer's customers, or any third party, any maintenance, support or assistance ("Support"), including without limitation in relation to the Software or Derivatives, and ON Semiconductor cannot and shall not be held liable or responsible to Buyer, Buyer's customers, or any third party for the failure to provide any such Support. However, ON Semiconductor may from time-to-time in its sole discretion provide such Support, and provision of same shall not create nor impose any future obligation on ON Semiconductor to provide any such Support. Such Support may include updates and/or upgrades to the Software, which may include bug fixes and/or error corrections, and any such updates and/or upgrades to the Software provided shall be deemed and considered to be the Software hereunder and shall be governed by these terms and conditions. Buyer is and shall be solely responsible and liable for any Derivatives; for testing the Software and Derivatives; and for testing and implementation of the functionality of the Software and Derivateves with the Product(s).

(j) Buyer shall not distribute externally or disclose to any customer or to any third party any reports or statements that directly compare the speed, functionality or other performance results or characteristics of the Software with any similar third party products without the express prior written consent of ON Semiconductor in each instance.

9. CANCELLATION. Buyer may cancel standard product at no charge with thirty (30) days written notice prior to ON Semiconductor's shipment. Buyer may cancel, subject to the cancellation charges described below, non-standard,

application specific integrated circuits, or any product unique to the customer ("Custom Product") with written notice prior to ON Semiconductor's shipment. Cancellation charges for Custom Product shall be, as of the date that ON Semiconductor receives the Buyer's notice of cancellation, ON Semiconductor's costs incurred, not to exceed ON Semiconductor's selling price of the product. ON Semiconductor reserves the right to cancel all or any part of an order without any liability to Buyer if inaccurate information is supplied by Buyer or if Buyer is in default under any of the terms and conditions of this document.

10. RESCHEDULE. Buyer may reschedule orders placed in accordance with the provisions of this document subject to the following restrictions: for each shipment, only one (1) reschedule is allowed; the rescheduled ship date must fall within the same fiscal quarter as the original ship date; written notice shall be provided to ON Semiconductor as follows:

- (a) STANDARD PRODUCT: thirty (30) days or more prior to the scheduled ship date.
- (b) CUSTOM PRODUCT: ninety (90) days or more prior to the scheduled ship date.

11. EXPORT CONDITIONS. If, at the time or times of ON Semiconductor's performance hereunder, an export license is required for ON Semiconductor to lawfully export Product(s) or technical data, then the issuance of the appropriate license to ON Semiconductor or its subcontractor shall constitute a condition precedent to ON Semiconductor's obligations hereunder. ON Semiconductor reserves the right to stop performance at any time if ON Semiconductor believes that such performance may violate USA export laws. Buyer agrees to comply with all applicable export laws, regulations and orders, including, but not limited to, all such laws, regulations and orders of the USA. Specifically, but without limitation, Buyer agrees that it will not resell, re-export or ship, directly or indirectly, any Product(s) or technical data in any form without obtaining appropriate export or re-export licenses. Buyer acknowledges that the applicable export laws, regulations and orders may differ from item to item and/or time to time.

12. RESALE PROHIBITED. Unless expressly authorized in writing by ON Semiconductor, Buyer shall not resell Product(s). If Buyer breaches the terms of this paragraph, in addition to ON Semiconductor's cancellation rights, Buyer agrees to fully indemnify ON Semiconductor, its officers, employees and distributors from any and all resulting liability, including attorneys' fees and costs.

13. LIMITATION OF LIABILITY. IN NO EVENT SHALL ON SEMICONDUCTOR'S AGGREGATE LIABILITY FOR ANY BREACH, WARRANTY, INDEMNITY OR OTHER OBLIGATION OR LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SALE OF PRODUCT(S) OR SERVICES HEREUNDER OR THE USE OF ANY ON SEMICONDUCTOR PRODUCT PROVIDED HEREUNDER, EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCT(S) OR SERVICES WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.

IN NO EVENT SHALL ON SEMICONDUCTOR BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OR DISGORGEMENT OF PROFITS, LOSS OF USE AND LOSS OF GOODWILL), REGARDLESS OF WHETHER ON SEMICONDUCTOR HAS BEEN GIVEN NOTICE OF ANY SUCH ALLEGED DAMAGES, AND REGARDLESS OF WHETHER SUCH ALLEGED DAMAGES ARE SOUGHT UNDER CONTRACT, TORT OR OTHER THEORIES OF LAW.

14. EXCUSABLE DELAY. ON Semiconductor shall not be liable for any delay or failure to perform due to any cause beyond its control or the control of its suppliers or subcontractors such as, for example, strikes, acts of God, acts of Buyer, interruption of transportation or inability to obtain the necessary labor, materials or facilities. Delivery schedules shall be considered extended by a period of time equal to the time lost because of any excusable delay. In the event ON Semiconductor is unable wholly or partially to perform because of any such cause it may cancel its acceptance of Buyer's order without liability to Buyer.

15. GOVERNING LAW. The terms of this document shall be interpreted, construed and governed in all respects in accordance with the laws of the state of New York, USA, excluding its conflict of laws provisions. The UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to any purchases made hereunder.

16. DISPUTE RESOLUTION. ON Semiconductor and Buyer will attempt to settle all claims (other than claims relating to intellectual property issues) through negotiation or non-binding mediation prior to commencement of court proceedings.

17. OTHER MISCELLANEOUS TERMS.

ENTIRE AGREEMENT. This document constitutes the entire and final agreement between ON Semiconductor and Buyer with regard to the subject matter herein and supersedes all other communications.

THIRD PARTY RIGHTS EXCLUDED. This agreement is made solely for the exclusive benefit of ON Semiconductor and Buyer and all third party rights of enforcement are hereby excluded to the fullest extent possible.

WAIVER. Failure by ON Semiconductor to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

NOTICES. Any notice hereunder shall be deemed to have been duly given if sent by pre-paid delivery service to the party concerned at its last known address.

AMENDMENTS. No modifications to this document shall be binding unless expressly agreed to in writing by ON Semiconductor.

SEVERABILITY. If any provision of this document is held invalid, all other provisions shall remain valid.

NO ASSIGNMENT. Neither party may assign its rights and obligations hereunder without the prior written consent of the other, though ON Semiconductor is permitted to subcontract all or part of its obligations hereunder as it deems necessary. Any unauthorized assignment shall be null and void.

DISCLAIMER FOR CRITICAL APPLICATIONS. Product(s) sold under these terms and conditions are not designed, intended or authorized for use as a critical component in life support systems, or any FDA Class 3 medical devices or medical devices with a similar or equivalent classification in a foreign jurisdiction, or any devices intended for implantation in the human body. Sale for such use is subject to ON Semiconductor's advance written authorization for product use and a separate indemnification agreement signed by Buyer. Buyer agrees to indemnify, defend and hold harmless ON Semiconductor, its directors, officers, employees, representatives, agents, subsidiaries, affiliates, distributors, and assigns, against any and all liabilities, losses, costs, damages, judgments, and expenses, arising out of any claim, demand, investigation, lawsuit, regulatory action or cause of action arising out of or associated with any unauthorized use, even if such claim alleges that ON Semiconductor was negligent regarding the design or manufacture of the Product(s).

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