

## eStore Terms and Conditions

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### STMicroelectronics TERMS AND CONDITIONS OF SALE FOR FREE SAMPLES ONLY

In these Terms and Conditions of Sale ("Terms and Conditions"), Seller shall mean the STMicroelectronics legal entity providing semiconductor products (the "Seller") to the purchaser of such products (the "Buyer").

**1. ORDERS AND CONFIRMATION:** Unless otherwise stated in a written agreement duly signed by Seller, the Terms and Conditions shall apply to all sales of semiconductor products ("Products") by Seller, including Products sold as processed, unpackaged semiconductor chips, or processed wafers. Notwithstanding the terms and conditions set forth in any document from Buyer, Buyer agrees that Seller's acceptance and confirmation ("Order Confirmation") of Buyer's order, either in writing or, when agreed by Seller for the purposes hereof, by electronic mail or by EDI, constitutes (i) Buyer's acceptance of the Terms and Conditions and (ii) Buyer's agreement that none of the terms and conditions contained in any document from Buyer shall apply, unless such term or condition has been expressly and duly accepted in writing by Seller. Where Software is supplied by Seller to Buyer, whether or not embedded into Products, Buyer acknowledges that use of that Software is governed by Seller or third party software license terms and conditions applicable to that Software as set forth below in Article 6.

**2. DELIVERY, TRANSFER OF TITLE, PRICES:** Transfer of title shall take place upon delivery Ex-Works (Incoterms 2010) Sellers designated facility unless otherwise specified by Seller. Price of Products (i) exclude any applicable tax, customs duty, tariff and/or levy imposed by any public authority, all of which shall, where Seller is required by law to pay or collect them, be added to the price by Seller and paid by Buyer, and (ii) are based on economic and financial conditions at the date of Seller's Order Confirmation. For Products not yet shipped, Seller may adjust prices prior to delivery, to take into account any significant increase in the cost of raw materials, metals, fuels or other production related costs. The cost of non standard packaging is not included in the price of Products; all instructions concerning non standard packaging, weight and customs shall be abided to by Seller provided such instructions are clear and received by Seller with reasonable prior notice. The corresponding additional costs shall be charged to Buyer. Carriage of Products shall be at Buyer's own risk. Reasonable care is exercised in packaging goods for shipment and no responsibility is assumed by Seller for delay, breakage or damage after delivery. Buyer will file any claims for breakage or damage with the carrier, and Seller will render reasonable assistance in securing satisfactory adjustment of such claims.

**3. SHIPMENTS, SCHEDULING, CONTINGENCY:** Delivery dates quoted in Seller's Order Confirmations are estimates only. Orders confirmed by Seller are firm and may neither be rescheduled by Buyer nor cancelled. Buyer agrees that failure to deliver by an estimated delivery date shall not give the Buyer any right to claim compensation, nor impose any responsibility or liability on Seller without prior written consent duly given by Seller. In the event of any default by Buyer, Seller may decline to make further shipments notwithstanding any other remedy available to Seller. In the event of delivery by installments, default in any shipment or delivery shall not invalidate the Terms and Conditions as they pertain to any other shipments or deliveries.

Any claim regarding non-conformity of Products with Order Confirmation will be accepted by Seller only if each of the following three conditions have been met: (i) Buyer's claim is submitted in writing to Seller within one month after the delivery date and, after agreement with Seller, Buyer returns the whole batch of non-accepted Products; (ii) The return is made at the Buyer's cost, and is accompanied by proof of purchase and the indication of the precise reason for rejection by Buyer; and (iii) Products have not been modified or damaged or manipulated for any reason whatsoever.

Seller reserves the right to allocate production and deliveries among its various customers at Seller's sole discretion and under any circumstances.

**4. PRODUCT SPECIFICATIONS:** Except as otherwise specifically agreed in writing by Seller, Seller reserves the right to change at any time the specifications of any Products without notice. Except if particular specifications are given by Buyer and duly accepted in writing by Seller, specifications for Products shall be Seller's specifications as existing in Seller's published data sheet at the time of the Order Confirmation.

**5. PAYMENTS:** Payment for Products shall be made by Buyer cash upon receipt of invoice unless otherwise agreed by Seller and specified in Seller's invoice. All deliveries and performance of work agreed to by Seller shall at all times be subject to Seller's prior credit approval of Buyer which may be granted or denied in Seller's sole discretion. Where Seller has extended credit to Buyer, the amount of credit may be changed, or credit withdrawn, by Seller at any time without prior notice. If, in Seller's sole judgment, Buyer's financial condition at any time does not justify production, performance of work, or delivery on the above payment terms, or if Buyer should be in default of its obligations relating to payment of any fees or charges, or any other obligation, Seller may without prior notice (i) require full or partial payment in advance or other payment terms as a condition for delivery, (ii) cancel any discount or credit which may have been granted to Buyer, (iii) suspend, delay or cancel any delivery or any other performance by Seller, and/or (iv) charge interests equal to the maximum allowed by applicable laws for the full duration of the payment delay. Buyer is in no event entitled to make reductions on the invoice unit prices or quantities without prior written approval of Seller's authorized representative.

**6. SOFTWARE:** To the extent that Software is embedded in a Product, the sale of such Product shall not constitute a transfer of ownership rights or title in Software to Buyer, but shall only imply a non-exclusive, non-sublicensable, and non-transferable copyright license under Seller's Intellectual Property Rights ("IPR") to Buyer to use such Software as embedded in the Products supplied by Seller. If Seller supplies Software to Buyer that is not embedded in the Product but that is intended for use in or in conjunction with such Product, and when such Software is not subject to a separate license agreement, the sale of a Product implies, subject to the provisions set forth herein, a non-exclusive, non-sublicensable, and non-transferable copyright license to Buyer under Seller's IPR: (i) to use the Software exclusively in conjunction with the Products as supplied by Seller; and (ii) to make and distribute copies of the Software, in object code form, and only as shall be reasonably necessary to enable Buyer to make the normal and intended use of the Products.

Buyer shall not perform, and the rights under Seller's IPR granted to Buyer regarding Software are conditional upon Buyer not performing, any action that would require any Software furnished with the Products or any derivative work thereof to be subject to any Open Source Software terms, in particular as a result of any combination of a Product, Software or any derivative with Open Source Software. Open Source Software shall refer to any software which may require Seller to grant royalty free licenses under Open Source Software terms and/or to make source code available or grant permissions to third parties to make derivative works.

ALL SOFTWARE SUPPLIED BY SELLER ARE PROVIDED "AS IS". SELLER EXPRESSLY DISCLAIMS ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, BY STATUTE OR COMMON LAW, REGARDING ANY SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AS TO USAGE, NON-INFRINGEMENT, MERCHANTABILITY, PERFORMANCE, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION.

**7. SELLER'S WARRANTY:** Subject to the terms hereof, Seller warrants to Buyer that its Products shall conform to the applicable specifications referred to in Clause 4 for a period of (i) two years from delivery date, provided however that Products sold in dry pack must be installed by Buyer within one year from delivery; or (ii) for Products sold as processed, unpackaged semiconductor chips, or processed wafers, ninety (90) days from delivery date. This warranty shall not apply: (i) if Products have been damaged by neglect or for reasons not attributable to Seller; or (ii) if Products have been submitted to abnormal conditions (mechanical, electrical or thermal) during storage, installation or use; or (iii) if Products are used in a non-standard environment requiring a robustness not documented in the applicable specification such as without limitation, those Products referred to in clause (a) (b) or (c) below; or (iv) to Products (risk Products) supplied at request of Buyer which Seller has indicated may not conform to applicable technical specifications or constitute experimental, developmental or, subgrade, sample, beta testing, prototype, non-qualified Products; or (v) if the non-conformance of Products results from excess usage of the maximum values (temperature limit,

maximum voltage...) defined by Seller, or from an incorrect choice of application by Buyer, or from use other than in accordance with the relevant specification or (vi) if a defect results from Buyer's design, specifications or instructions for such Products.

If any Product fails to conform to the warranty stated above, Seller's sole liability shall be at Seller's option, to repair or replace such Product, or issue a credit or rebate of the purchase price. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR TERMS EXPRESS OR IMPLIED BY STATUTE OR COMMON LAW (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE).

Seller's Products are not designed for use in: (a) safety critical applications such as life supporting devices or systems; (b) aeronautic or aerospace applications, unless a Product is expressly designated by Seller as being designed for such application according to Seller's Product design specifications; and/or (c) automotive applications or environments, unless a Product is expressly designated by Seller as being "Automotive Grade" according to Seller's Product design specifications. Where Seller's Products are not designed for such use, Buyer shall use Products at Buyer's sole risk even if Seller has been informed in writing of such usage. In addition Buyer acknowledges and agrees that it is solely responsible for all regulatory, safety and security related requirements concerning its own products and any use of Seller Products in Buyer products and related applications. Furthermore Buyer shall indemnify Seller, its officers, and employees and affiliates against all claims arising directly or indirectly from: i) Buyer's incorporation of the Products in any application or system where failure could lead to death or personal injury and, ii) Buyer's unauthorized collection, storage, processing, or use of personal data, or Buyer's other misappropriation or mishandling of personal data in a manner which is inconsistent with applicable data protection laws.

Seller's warranties as herein above set forth shall not be enlarged, diminished, or otherwise affected by, nor shall any obligation or liability of Seller arise out of, Seller's rendering of technical advice or service in connection with Products supplied hereunder.

**8. INTELLECTUAL PROPERTY INDEMNIFICATION:** Because of the complexity of design and manufacturing techniques for electronic components and of the intellectual property rights pertaining thereto, Seller is not able to declare that its Products do not infringe the intellectual property rights of third parties. In the event that a third party makes a claim alleging that Products, as delivered by Seller to Buyer, infringe a third party's intellectual property rights, Seller undertakes at its option and cost to defend the claim or seek a compromise; if an unfavorable and final judgment is rendered against Seller, it shall at its option take out a license from the above mentioned third party or shall modify the Products, in such a way as to avoid infringement. If such a solution shall be impracticable for economic and/or technical reasons, Seller shall accept the return of the Product supplied and shall reimburse the Buyer up to a maximum equal to the amount paid by the Buyer for the Products deemed to infringe. Such indemnification shall only be due by the Seller provided that Buyer (i) promptly notifies Seller in writing of the claim of infringement and (ii) allows Seller to control, and co-operates with Seller, in the defense and any related settlement action. Furthermore, such indemnification shall not apply to any claims of infringement (i) involving Products made, provided or modified by Seller in compliance with the requirements or specifications of Buyer or of a third party beneficiary with the consent of Buyer, (ii) deriving from the combination or use of a Product by Buyer with any other product, software, service, or technology, even if such Product has no substantial use other than as part of such combination or use, (iii) deriving from the programming of Products, except if made by Seller, (iv) deriving from Seller's compliance with any industry or proprietary standard or Buyer's use of the Product to enable the implementation of any such industry or proprietary standard. Buyer agrees to indemnify Seller and hold Seller harmless from any damages and costs arising out of or in connection with claims of infringement made against Seller pursuant to (i), (ii), (iii) or (iv) above.

**9. LIMITATION OF LIABILITY:** ANY CLAIM FOR ALLEGED BREACH OR DEFAULT ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, MASK WORK RIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT BY SELLER PRODUCTS SHALL BE LIMITED TO THE PROVISIONS SET FORTH ABOVE IN ARTICLE 8. IN ADDITION SELLER SHALL HAVE NO LIABILITY UNDER THESE TERMS AND CONDITIONS FOR ANY LOSS ARISING FROM ANY CLAIM MADE AGAINST BUYER, OR FOR ANY INDIRECT, SPECIAL OR INCIDENTAL, CONSEQUENTIAL OR FOR PUNITIVE DAMAGES INCURRED BY

BUYER, INCLUDING WITHOUT LIMITATION COST OF REMOVAL OR REINSTALLATION, ANCILLARY COSTS FOR THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, RETESTING, LABOUR COST, LOSS OF PROFITS OR LOSS OF USE, BASED ON ANY BREACH OR DEFAULT OF SELLER. BUYER'S SOLE REMEDY AND SELLER'S SOLE AND TOTAL LIABILITY FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT (INCLUDING BREACH OF WARRANTY) OR TORT (INCLUDING NEGLIGENCE OR MISREPRESENTATION) OR UNDER STATUTE OR OTHERWISE SHALL BE LIMITED TO AND SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE PRODUCTS WHICH GIVE RISE TO THE CLAIMS. BUYER SHALL ALWAYS INFORM SELLER OF ANY BREACH AND ALLOW SELLER REASONABLE OPPORTUNITY TO CORRECT THE BREACH.

**10. FORCE MAJEURE:** Neither party shall be responsible or liable for any delay or failure in performance arising as a result of any occurrence or contingency beyond its reasonable control, including but not limited to, capacity constraints, accident, act of God, acts of the public enemy, earthquake, fire, flood, labour disputes, strikes, riots, civil commotion, war (declared or not), unanticipated manufacturing problems, shortage of energy, water, raw materials or other supplies, power failure, novelty of Products, requirements or acts of any government or agency thereof, judicial action, inability to secure materials on a timely basis (except if such inability results from negligence of Seller) and failure or delays in transportation. The delayed party shall send written notice of the delay and the reason therefor to the other party as soon as possible after the party delayed knew of the cause of delay in question.

**11. EXPORT CONTROLS:** Buyer is hereby informed that the Products may require an export and/or import license from one or more governmental/public authorities or may otherwise be subject to restrictions placed on export, re-export or retransfer of goods, software, technology or services by a sovereign state to implement the Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies. Buyer agrees that it will only export, re-export, transfer or import the Products, directly or indirectly, in compliance with applicable laws and regulations. Buyer shall not deliver Products to: (i) any person, entity or country that is sanctioned or restricted under the applicable export control laws and regulations or International Sanction Programs or to any party who is involved directly or indirectly in the development, production or use of nuclear, biological or chemical weapons, or missiles capable of delivering these weapons or (ii) any party included in the US Consolidated Screening List (CLS), the EU sanction list, the United Nations Security Council sanction list, or other sanctions list, nor to any third party acting in conjunction with such parties. "International Sanction Programs" means UN Resolutions, arms embargoes and other specific or general trade restrictions from supranational legislation (e.g. EU Resolutions) or national legislation (e.g. USA), financial restrictions, or other restrictions. Buyer will also ensure that its distributors, re-sellers and end users comply with this Article 11. If there are any delays or denial in obtaining any required import/export licenses and/or permits required to ship the Products, Seller shall be entitled to postpone shipment of the Products by a period equivalent to such delay or to cancel shipment of the Products without liability in the case of denial. Buyer shall provide Seller with complete and accurate information and documentation as may be necessary to ensure compliance with applicable laws and regulations, including without limitations identification of the intended end-user, end-use and country of destination of the Products procured from Seller, within the time limit required by Seller and in the format advised by Seller. If there is any delay in providing the end-user statement or related information, Seller shall be entitled to postpone shipment of the concerned Products by a period equivalent to such delay.

**12. SEVERABILITY OF PROVISIONS:** In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the Terms and Conditions will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in the Terms and Conditions (as the case may be), such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable.

**13. ASSIGNMENT:** Order Confirmations and Products deliveries cannot be assigned from Buyer to any third party, provided however that any such assignment can be allowed among Buyer's affiliates subject to Seller prior written consent.

**14. PRIVACY:** Each of Buyer and Seller may collect, store and process personal data from each other in relation to a transaction under these Terms and Conditions, and may transfer such personal data outside the jurisdictions where each party is located. The Parties agree that such personal data will be used and retained for the purposes related to the performance of these Terms and Conditions concerning the Products sold hereunder and in accordance with applicable data privacy laws.

**15. GOVERNING LAWS, JURISDICTION AND VENUE:** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the sale of any Products. All disputes arising out of or in connection with these Terms and Conditions shall be subject to the laws of [Switzerland, France, Italy, State of Texas, Singapore or Japan]\* excluding the rules applicable to conflict of laws. Buyer agrees that the exclusive jurisdiction for any dispute arising out of or in connection with these Terms and Conditions lies with the court of [Canton of Geneva, Paris, Monza, Dallas County Texas, Singapore or Tokyo]\* and consents to such venue. Notwithstanding the foregoing Seller shall always be permitted to bring any action or proceeding against Buyer in any other court of competent jurisdiction, and/or seek injunctive or equitable relief. (\*) For purposes of the foregoing, the applicable laws and jurisdiction shall be those of the designated location for the applicable STMicroelectronics selling company.

## **TERMS AND CONDITIONS OF SALE WHEN NOT ORDERING FREE SAMPLES ONLY**

The following are the terms and conditions ("Terms and Conditions") for the sale of products ("Products") by Mouser Electronics, Inc. ("Mouser") to Mouser's customers ("Customers").

### **1. ACCEPTANCE AND CANCELLATION OF ORDERS**

All orders are subject to acceptance in writing by Mouser or a duly authorized agent of Mouser. Any written acknowledgement of receipt of an order shall not, in and of itself, constitute such acceptance. Orders accepted by Mouser may be cancelled by Customer upon written consent of Mouser provided such order is not "NC/NR" or "Non-Cancelable/Non-Returnable", "Non-Standard Products" or governed by a Purchase Agreement Letter. Non-Standard Products are defined as Products that are special orders, custom orders, orders for non-standard products, products not customarily in stock or orders for value-added products. Non-standard products are non-cancelable and non-refundable. In the event of cancellation or other withdrawal of an order for any reason, and without limiting any other remedy which Mouser may have as a result of such cancellation or other withdrawal, reasonable cancellation or restocking charges shall include all expenses incurred and commitments made by Mouser, and shall be paid by Customer to Mouser. Customer requests to reschedule are subject to acceptance by Mouser in its sole discretion. Orders may not be canceled or rescheduled after the order has been submitted by Mouser to the shipment carrier. Mouser reserves the right to allocate sales and limit quantities of selected Products among its customers in its sole discretion. Product specifications and availability are subject to change without prior notice.

#### **1a. Returns**

Customer must notify Mouser within 90 days from date of shipment of any defective product. (See MOUSER'S LIMITED WARRANTY for further information.) Returns are normally accepted when completed within 30 days of the ship date. If Mouser agrees to accept a return, return freight charges must be prepaid by customer. Mouser will not accept COD shipments. Some products may require return directly to the manufacturer. Contact a sales representative for a Return Materials Authorization Number and addressing instructions prior to returning product. The foregoing statements concerning Returns do not apply to NON-CANCELABLE/NON-RETURNABLE PRODUCTS. (See the NON-CANCELABLE/NON-RETURNABLE PRODUCTS section in these terms.)

#### **1b. Counterfeit Product Prevention Clause**

Only products originally shipped from Mouser or from a supplier at Mouser's direction (drop-ship) will be returned to Mouser. All others will be promptly quarantined and disposed of or returned to the customer. By a Customer returning products to Mouser, the Customer certifies that the products were purchased from Mouser and there has been no substitution in whole or part of same product from another supplier, distributor or other such source of the product. The return should be in the original

packaging (manufacturer or Mouser), in unused condition (except defective). ESD sensitive products should not be opened except under controlled conditions.

## 2. PRICES

Orders are billed at the prices in effect at the time of shipment. Prices will be as specified by Mouser and will be applicable for the period specified in Mouser's quote. If no period is specified, quoted prices will be applicable for thirty (30) days. The catalog reflects the latest pricing information available at the time of printing. Prices shown in the catalog are subject to change without notice. Prices are subject to increase in the event of an increase in Mouser's costs or other circumstances beyond Mouser's reasonable control. If Customer does not purchase the quantity upon which quantity prices are based, Customer will pay the non-discounted price for the quantity actually purchased and/or a cancellation or restocking fee. Prices are exclusive of taxes, impositions and other charges, including sales, use, excise, value-added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, bank fees, consular fees, and document fees.

## 3. TERMS OF PAYMENT

All payments must be made in the currency billed on the original invoice. Credit cards accepted include major credit cards, purchase cards, and major bank debit cards including MasterCard, VISA, Diners Club, Discover, and American Express. Credit Card billing information must be verified on new customers prior to shipment of order. Payment via net thirty (30) days is available to businesses, schools, and agencies with three references or as otherwise specified by Mouser. Prepaid Wire Transfer/EFT/Proforma: Customers can wire the funds to our bank. After your order is placed we will e-mail a Proforma invoice which includes our bank information, the merchandise total, shipping charges and a \$25 (USD) wire transfer/ EFT fee. We will reserve stock for your order for 72 hours on orders awaiting funds. Orders will be cancelled after 20 business days if funds have not been received. Customer is responsible for duties and taxes.

### 3.1 TERMS OF PAYMENT

For All Orders Customer agrees to pay the entire net amount of each invoice from Mouser pursuant to the terms of each such invoice, without offset or deduction. Orders are subject to credit approval by Mouser, which may in its sole discretion at any time change the terms of Customer's credit, require payment in cash, bank wire transfer/EFT or by official bank check, and/or require payment of any or all amounts due or to become due for Customer's order before shipment of any or all of the Products. If Mouser reasonably believes that the Customer's ability to make payments may be impaired or if Customer fails to pay any invoice when due, Mouser may suspend delivery of any order or any remaining balance thereof, until such payment is made or cancel any order or any remaining balance thereof. Customer will remain liable to pay for any Products already shipped and all Non-Standard Products ordered by Customer. Customer agrees to submit such financial information as Mouser may reasonably require for determination of credit terms and/or continuation of credit terms. Checks are accepted subject to collection and the date of collection will be deemed the date of payment. Any check received from Customer may be applied by Mouser against any obligation owing by Customer to Mouser under this or any other contract, regardless of any statement appearing on or referring to such check, without discharging Customer's liability for any additional amounts owing by Customer to Mouser. The acceptance by Mouser of such check will not constitute a waiver of Mouser's right to pursue the collection of any remaining balance. Invoices not paid when due will bear interest to date of payment at the annual rate of eighteen (18%) percent or such lower rate as may be the maximum permitted by law. If Customer fails to make payment when due, Mouser may pursue any legal or equitable remedies, in which event Mouser will be entitled to reimbursement of costs for collection and reasonable attorneys' fees. There is a \$25 (USD) service charge on all returned checks.

## 4. SALES TAX

US Shipments When required by law Mouser will collect Federal, State and/or Local sale, use, excise, and other taxes that apply to a Customer's shipment. These taxes are in addition to the purchase price of the Products subject to an order. Customer will remit the correct tax unless customer is tax exempt and Mouser has a valid signed tax exemption certificate on file. INTERNATIONAL Shipments

All applicable VAT, PST, HST, and/or GST charges along with brokerage fees will be the responsibility of the Customer and due at the time of delivery.

## 5. DELIVERY AND TITLE

All shipments by Mouser are F.O.B. point of shipment from Mouser's facility and the amount of all transportation charges will be paid to Mouser by the Customer in addition to the purchase price of the Products. Subject to Mouser's right of stoppage in transit, delivery of the Products to the carrier will constitute delivery to Customer and title and risk of loss will pass to Customer. Mouser will make reasonable efforts to initiate shipment and schedule delivery as close as possible to Customer's requested delivery date(s). Customer acknowledges that delivery dates provided by Mouser are estimates only and that Mouser will not be liable for failure to deliver on such dates. Selection of the carrier and delivery route will be made by Mouser unless specifically designated by Customer. Mouser reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle Customer to cancel any other installment(s). Delivery of any installment of Products within thirty (30) days after the date requested will constitute a timely delivery. Delivery of a quantity that varies from the quantity specified shall not relieve Customer of the obligation to accept delivery and pay for the Products delivered.

## 6. MOUSER'S LIMITED WARRANTY

Mouser agrees to transfer to Customer whatever transferable warranties Mouser receives from the manufacturer of Products sold to Customer. Mouser makes no other warranty, express or implied, with respect to the Products. IN PARTICULAR, MOUSER MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR RESPECTING INFRINGEMENT. Mouser's liability arising out of any sale of products to Customer is expressly limited to either (1) Refund of the purchase price paid by Customer for such Products (without interest), or (2) Repair and/or replacement of such Products, at Mouser's election, with such remedies exclusive and in lieu of all others. Customer must notify Mouser within 90 days from date of shipment of any defective product. This warranty is in lieu of any and all other warranties, whether oral, written, expressed, implied or statutory. Implied warranties of fitness for a particular purpose and merchantability are specifically excluded and shall not apply. Customer's obligations and Mouser's remedies with respect to defective or nonconforming products, are solely and exclusively as stated herein. Furthermore, no warranty will apply if the Product has been subject to misuse, static discharge, neglect, accident, modification, or has been soldered or altered in any way.

## 7. MOUSER CORPORATE RoHS COMPLIANCE AND LEAD-FREE POLICY

It is the policy of Mouser Electronics to identify and offer products to the Customer as RoHS Compliant or Lead Free, only after specific requirements have been met. Mouser performs no testing of product and relies solely on the manufacturer of the product for identification of RoHS Compliance and for absence of lead. Furthermore, Mouser makes no warranty, certification or declaration of compliance concerning said Products. Product is advertised or offered as RoHS Compliant or Lead-Free only after sufficient evidence is received from the component manufacturer; and any inventory, either in a bin or on order, has been determined to be RoHS compliant and/or Lead Free. Any relevant evidence will be filed and maintained for at least four years from the date of receipt. Mouser defines the term "RoHS" as supplier declared compliance to all restricted hazardous substance regulations under the ELV, WEEE or RoHS EU directives, regulations or laws. Mouser defines the term "Lead Free" as pertaining to any product that has been declared by a Supplier to be "Lead Free". All statements by Mouser of RoHS compliance are based on producer documentation.

### 7a. MOUSER CORPORATE WEEE POLICY

Mouser Electronics is not registered as a "producer" in the European Union, and does not provide a WEEE recycling program within the EU. A very small number of products that Mouser sells are subject to the European Union Directive 2002/96/EC known as WEEE. Therefore, it is the policy of Mouser Electronics to not export or place on the market, EEE classified products (as defined by EU Directive 2002/96/EC) to Customers within the European Union member countries.

## 7b. PRODUCT COUNTRY OF ORIGIN

Mouser Electronics maintains Country of Origin information on all products in its inventory. This information is provided to customers on product labels and product shipping documents. This information is based on manufacturer-provided information according to US Treasury, US Customs Regulations. Our manufacturers do not provide Mouser with the country of origin of each raw material or subcomponent that is incorporated into the Manufacturer's final product.

## 8. LIMITATION OF LIABILITIES

IN NO EVENT SHALL MOUSER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE including, but not limited to, damages resulting from loss of profit or revenue, recall costs, claims for service interruptions or failure to supply downtime, testing, installation or removal costs, costs of substitute products, property damage, personal injury, death or legal expenses. Customer's recovery from Mouser for any claim shall not exceed the purchase price paid by Customer for the goods, irrespective of the nature of the claim, whether in warrant, contract or otherwise. CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD MOUSER HARMLESS FROM ANY CLAIMS BROUGHT BY ANY PARTY REGARDING PRODUCTS SUPPLIED BY MOUSER AND INCORPORATED INTO THE CUSTOMER'S PRODUCT.

## 9. PRODUCT SAFETY NOTICE AND RESTRICTIONS

Products are intended for commercial use only. Products are traceable at the manufacturer's level only. There is no lot level traceability. Mouser does not determine the specifications or conduct any performance or safety testing of any products that it sells. Specification sheets provided to Customers are produced by the manufacturer or transcribed from information provided by the manufacturer. Mouser is not a Qualified Manufacturers List (QML) supplier or a supplier of Qualified Product Listing (QPL) components. Customer agrees that all purchases are for commercial or other applications that do not require QPL components. Any reference to military specifications in our catalog or on our website is for reference only and does not modify these terms and conditions. Mouser does not participate in any product safety engineering, product safety review or product safety testing. Mouser cannot provide any safety testing, safety evaluation or safety engineering services. Products sold by Mouser are not designed, intended or authorized for use in life support, life sustaining, human implantable, nuclear facilities, flight control systems, or other applications in which the failure of such Products could result in personal injury, loss of life or catastrophic property damage. This includes, but is not limited to, Class III medical devices as defined by the US Food and Drug Administration (FDA) and Federal Aviation Administration (FAA) or other airworthiness applications. If Customer uses or sells the Products for use in any such applications: (1) Customer acknowledges that such use or sale is at Customer's sole risk; (2) Customer agrees that Mouser and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use; and (3) CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD MOUSER AND THE MANUFACTURER OF THE PRODUCTS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITIES ARISING OUT OF OR IN CONNECTION WITH SUCH USE OR SALE.

## 10. STATEMENTS AND ADVICE

If statements or advice, technical or otherwise, are offered or given to Customer, such statements or advice will be deemed to be given as an accommodation to Customer and without charge. Mouser shall have no responsibility or liability for the content or use of such statements or advice. Mouser Technical support is provided by telephone and, therefore, extremely limited in scope which prevents us from the direct participation in the design of any customer products. We do not conduct product suitability studies or engineering reviews of products that we sell, nor for the final product that a Customer produces.

## 11. NON-CANCELABLE/NON-RETURNABLE PRODUCTS

From time to time, Seller will notify Buyer of a product that is "NC/NR", (Non-Cancelable/Non-Returnable) upon determining that an order requires such conditions of sale. Buyer understands that "NC/NR" products are obtained by Mouser from the manufacturer specifically for the buyer.



Irrespective of circumstances, the buyer agrees that "NC/NR" products may not be cancelled, returned or rescheduled by the buyer without the agreement of both Mouser's supplier and the written consent of Mouser Electronics. All products purchased by Customers classified by Mouser Electronics as an Electronic Component Distributors or Brokers shall be deemed Non-Cancellable/Non-Returnable.

## 12. INTELLECTUAL PROPERTY

If an order includes software or other intellectual property, such software or other intellectual property is provided by Mouser to Customer subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement. Unopened software may be returned for credit. Opened software may not be returned unless defective.

## 13. FORCE MAJEURE

Mouser will not be liable for delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fires, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots or war. Mouser's time for delivery or performance will be extended by the period of such delay or Mouser may, at its option, cancel any order or remaining part thereof, without liability by giving notice to Customer.

## 14. EXPORT CONTROL

Mouser Electronics is committed to compliance with all U.S. Export Regulations and Laws. Mouser will not sell or ship to countries embargoed by the [U.S. Treasury Office of Foreign Asset Control \(OFAC\)](#). Mouser will not sell or ship to individuals or organizations identified by the U.S. Treasury as Specially Designated Nationals and Blocked Persons. Mouser will not sell or ship products prohibited under Export Administration Regulations to individuals or organizations identified by the [U.S. Department of Commerce, Bureau of Industry and Security \(BIS\)](#). Mouser will not seek export licenses pursuant to Export Administration Regulations. Mouser participates in BIS Export Enforcement and OFAC transaction reporting. Furthermore, Mouser prohibits the re-export, brokering or transshipment of its products to any individual, organization or country prohibited by the OFAC or BIS. The sale, resale or other disposition of Products, and any related technology or documentation, are subject to the export control laws, regulations and orders of the United States and may be subject to the export and/or import control laws and regulations of other countries. Customer agrees to comply with all such laws, regulations and orders. Customer further acknowledges that it shall not directly or indirectly export any Products to any country to which such export or transmission is restricted or prohibited. Customer acknowledges its responsibility to obtain any license to export, re-export or import as may be required.

### 14.1 Export Classification Disclaimer

Any use made of Mouser classifications, whether it be ECCNs or any variation of Harmonized Tariff codes, is without recourse to Mouser and at the user's risk. Export classifications are subject to change. If you export or re-export, your company, as the exporter of record, is responsible for determining the correct classification of any item at the time of export. Any export classification by Mouser is for Mouser's internal use only and shall not be construed as a representation or warranty regarding the proper export classification nor relied upon to make licensing determinations.

## 15. GENERAL

The Terms and Conditions may not be modified or cancelled without Mouser's written agreement. Accordingly, goods furnished and services rendered by Mouser are sold only on the terms and conditions stated herein. The sale of Products hereunder will be governed by the Terms and

Conditions, notwithstanding contrary or additional terms and conditions in any order purchase order, planning schedule, acknowledgment, confirmation or any other form or document issued by either party affecting the purchase and/or sale of Products. Notwithstanding any terms and conditions on Customer's order, the information and conditions on the Credit Application are controlling over Customer and Mouser. Any conflicting statements or terms listed on the Customer purchase orders, invoices, confirmations or other Customer generated documents ("Customer Documents"), whether heretofore or hereafter submitted, are negated by submission of the Credit Application and the issuance of credit by Mouser, and all different or additional terms and conditions contained in any Customer Documents are hereby objected to by Mouser. Mouser's performance of any contract is expressly made conditional on Customer's agreement to Mouser's Terms and Conditions of Sale, unless otherwise specifically agreed upon in writing by Mouser. In the absence of such agreement, commencement of performance and/or delivery shall be for Customer's convenience only and shall not be deemed or construed to be acceptance of Customer's terms and conditions or any of them. If a contract is not earlier formed by mutual agreement in writing, acceptance by Customer of any goods or services shall be deemed acceptance by Customer of the terms and conditions stated herein. No rights, duties, agreements or obligations hereunder, may be assigned or transferred by operation of law, merger or otherwise, without the prior written consent of Mouser. The obligations, rights, terms and conditions hereof will be binding on the parties hereto and their respective successors and assigns. The waiver or breach of any term, condition or covenant hereof, or default under any provision hereof, will not be deemed to constitute a waiver of any other term, condition, or covenant contained herein, or of any subsequent breach or default of any kind or nature. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction, or affecting the validity or enforceability of such provision in any other jurisdiction. The Terms and Conditions will be governed by and construed in accordance with the laws of the state of Texas and the applicable laws of the United States.

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