

Richardson Electronics, Ltd., or any of its affiliates selling any goods or services hereunder ("Seller"), agrees to sell the goods and services designated on the face hereof ("Products") to the person or entity purchasing hereunder ("Customer") according to the following Terms and Conditions of Sale ("Terms").

**GOVERNING TERMS:** All quotations and sales of Products are exclusively and expressly made on these Terms unless otherwise agreed to in writing by Seller. These terms shall supersede any additional, different or conflicting terms proposed by Customer or contained on Customer's purchase order or any document or instrument submitted by Customer, and all such terms proposed by Customer are hereby objected to and rejected by seller. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. Commencement of performance and/or delivery by Seller shall be for Customer's convenience only and shall not be deemed or construed to be acceptance of any of Customer's terms and conditions. Customer's acceptance of the Products delivered by Seller shall constitute an affirmation by Customer that these Terms govern the purchase and sale of the Products. Seller's failure to object to terms contained in any communication from Customer shall not be deemed a waiver of the terms herein.

**PRICING:** Published prices are subject to change without notice. Unless otherwise stated in writing, quoted prices are firm for 30 days from the date of written quotation; otherwise, prices are as in effect at the time of shipment. Prices do not include any taxes, freight, handling, duty or other similar charges, payment of which will be the sole responsibility of Customer.

**PAYMENT TERMS:** Payment terms are net 30 days from the date of shipment. Partial shipments will be billed by Seller as made. Customer shall have no right to offset or withhold payment. Past due balances shall be subject to a service charge of 1.5 per cent per month but not to exceed the maximum amount permitted by applicable law. Seller may cancel or delay delivery of Products in the event of an arrearage in Customer's account. Seller may waive any default without waiving any prior or subsequent default. Customer agrees to pay all costs, including reasonable attorneys' fees, incurred in any collection efforts for outstanding balances. Seller shall retain a purchase money security interest in all Products, and the proceeds thereof, until Customer has made payment in full in accordance with the terms hereof. Customer shall cooperate fully with Seller to execute such documents and accomplish such filings and/or recordings as Seller may deem necessary for the protection of its interests in the Products furnished to Customer.

**CREDIT MEMOS:** Credit memos issued to Customer may only be used against future purchases from Seller and must be used within 180 days after issuance to Customer. After 180 days the Credit memo will be deemed invalid and removed from Customer's account.

**ORDER ACCEPTANCE:** All orders shall be subject to acceptance by Seller. Acceptance of orders by Seller is subject to credit approval and such other conditions that may be set by Seller in its sole discretion. Seller reserves the right to modify terms prior to shipment, require payment in advance, or delay or cancel any shipment or order by reason of Customer's creditworthiness or should Customer fail to fulfill any obligation when due.

**TRANSPORTATION AND RISK OF LOSS:** All Products shall be packed for shipment in Seller's standard packaging, marked for shipment to the address specified in Customer's order, and, unless Seller receives specific written instructions from Customer prior to the shipment date, delivered to a carrier or forwarding agent chosen by Seller. All Products will be delivered to Customer FOB Seller's distribution facility, and upon delivery to the carrier or forwarding agent at Seller's distribution facility, title to and all risk of damage to or loss of the Products shall pass to Customer. Quoted shipment dates are estimates only. "Time is of the essence" terms will not apply to orders accepted by Seller. Seller may ship partial orders, and Customer agrees to accept and pay for such partial shipments.

**PERFORMANCE:** Seller shall not be liable for any delay in delivery or other performance hereunder which is due to unforeseen circumstances, or to causes beyond its control, including, without limitation, strike, lockout, riot, civil disturbance, acts of terrorism, blockades, war, fire, act of God, accident, theft, malicious damage, failure or breakdown of components necessary to order completion; supplier, subcontractor or Customer caused delays; curtailment or termination of franchises or other supplier agreements; inability to obtain or substantial rises in the prices of labor, materials or manufacturing facilities; curtailment of or failure to obtain sufficient electrical or other energy supplies; technical difficulties; or compliance with any governmental law, regulation, or order, including but not limited to U.S. Export Administration Regulations. Performance shall be deemed suspended during and extended for such time as it is so delayed, and thereafter Customer shall accept performance hereunder. Seller reserves the right to allocate or defer or delay the shipment of any products in its sole discretion to serve its customers.

**CANCELLATION:** Orders may not be cancelled or rescheduled by Customer without Seller's prior written authorization, and, in such event, Customer will be liable to Seller for any additional costs incurred by Seller. Seller may cancel any unfilled order without notice to Customer in the event that Customer becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to meet its financial obligations in the normal course of business.

**CUSTOMER ACCEPTANCE OF PRODUCT:** Customer shall be responsible for inspecting all Products prior to acceptance. Products shall be deemed accepted by Customer, except as to warranty claims, unless Customer notifies Seller in writing within 30 days of shipment of Product shortages, damage or defect. Notwithstanding the above, any use of a Product by Customer, its agents, employees, contractors, customers or licensees, for any purpose after

its receipt, shall constitute acceptance of the Product by Customer. Products may not be returned to Seller without Seller's prior written authorization.

**PROPRIETARY RIGHTS:** Prices quoted and charged are for the Products only and do not include technical data, proprietary rights of any kind (including moral rights), patent rights, or qualification, environmental or other testing.

**LIMITED WARRANTY:** Seller operates as a distributor and as a manufacturer.

**For Distributed Products:** As a distributor, Seller stocks and sells products offered by several manufacturers. The warranties offered on Seller's distributed products are those offered by Seller's suppliers only. These warranties are available upon request.

**For Manufactured Products:** Products manufactured by Seller are sold under several names. These products carry varied warranty periods, which are available to Customer upon request. As a manufacturer, Seller warrants that Products manufactured by Seller and supplied to Customer will be free from defects in material and workmanship for the period of the warranty. Customer recognizes and agrees that repair, or, at Seller's option, credit for an equitable portion of the purchase price or replacement of defective parts shall be the sole and exclusive remedy hereunder. The warranties in this section are expressly in lieu of and exclude all other warranties, express and/or implied including but not limited to warranties or merchantability and of fitness for a particular purpose, use or application and all other obligations or liabilities on the part of seller, unless such other warranties, obligations or liabilities are expressly agreed to in writing by seller.

**Warranty Criteria:** Prior to Seller's consideration of any warranty claim, Customer must: (a) make a claim in writing within the applicable warranty period; (b) include in each claim: (i) the Product type (including any applicable serial number), (ii) original invoice number and date, (iii) reason for the claim and (iv) a good faith estimate of the time in service (if the Product has been installed into Customer's or its agent's, contractor's, customer's or licensee's equipment); (c) must obtain from Seller written authorization to return Product; and (d) be responsible for all transportation charges for the returned Product, including proper packaging (shipping damages resulting from improper packaging are the responsibility of Customer). Final disposition of returned Product will often require consultation with Seller's suppliers. Seller may, at its discretion and upon Customer request and payment therefore, send a replacement Product prior to such disposition. Once Seller and its supplier make a determination on the warranty claim, Seller will either return the Product (repaired if appropriate) to Customer, or provide a credit to Customer for an equitable portion of the purchase price.

**LIMITATION OF LIABILITY:** Seller's aggregate liability arising out of or in any way related to the products shall not exceed the payment, if any, received by seller for the products furnished or to be furnished, as the case may be, which is the subject of the claim or dispute. In no event shall seller be responsible for incidental, special, consequential or punitive damages, or any damages resulting from loss of use, data or profits, whether in contract, tort, strictly liability or however caused, even if advised of the possibility of such damages. These limitations shall apply notwithstanding any failure of the essential purpose of any limited remedy.

**DISPUTES:** All disputes under any contract with Seller shall be resolved in a court of competent jurisdiction in or for Kane County, Illinois, and/or in a court specified by Seller in order to secure jurisdiction over third parties. Customer hereby consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof. No action, regardless of form, arising out of or in any way connected with the Products may be brought by Customer more than one year after the cause of action has accrued.

**MISCELLANEOUS:** Any assignment by Customer of any part of an order hereunder without the written consent of Seller shall render the order void and shall relieve Seller of any future performance responsibilities. These Terms together with any other documents incorporated herein by reference constitute the entire agreement between the parties hereto pertaining to the Products and expressly supersede any and all prior written or oral agreements or understandings. These Terms may only be modified in writing signed by the parties. No course of prior dealings, written or oral, between the parties, no usage of trade nor acceptance or acquiescence in a course of performance rendered under this Agreement shall be consider a waiver of any future rights under this Agreement, nor shall be relevant to supplement, explain or be relevant to determine the meaning of the terms of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. If any part, provision or clause of these Terms, or the application thereof to any person or circumstances, is held invalid, void or unenforceable, such holding shall not affect and shall leave valid all other parts, provisions, clauses or applications of these Terms remaining, and to this end the Terms shall be treated as severable. Customer agrees to comply fully with all laws and regulations concerning the purchase and sale of products. In particular, Customer agrees to comply with the Export Administration Regulations of the United States in so far as they apply to the sale of products. Unless otherwise agreed in writing, these Terms shall be governed by and construed under the laws of the State of Illinois, USA.