

TASK

MICRO-ELECTRONICS / MICRO-ÉLECTRONIQUE INC.

Standard Terms and Conditions REV 3-October-13

Seller agrees to be bound by these terms and conditions by the acceptance of any Task Micro-Electronic Inc. (“Buyer”) purchase order. “Acceptance” shall include written acknowledgment, furnishing of any products, and/or acceptance of any payment by the Buyer. No deletion, addition or amendment of the Standard Terms and Conditions, or of any additional terms and conditions contained in any specific purchase order, is binding without Task Micro-Electronics express written approval.

1. Issuance of Orders. Orders shall contain a description of the Product ordered, the quantities or estimated quantities and prices, the delivery schedule and the terms and place of delivery. If prices are not specified, then Seller shall, upon receipt of Order, inform Buyer of the prices and said Order shall not become binding until Buyer notifies Seller of acceptance of said price(s). If the prices are specified, then the Order shall become binding upon Acceptance. In the event of any inconsistency between these terms and conditions and an Order, the terms and conditions of the order shall prevail. No deletion, addition or amendment of the terms and conditions of any Order is binding without Buyer written approval.

2. Delivery. Delivery shall be made FOB as stated in Order. Shipment will be made per Buyer’s Routing Guide. Buyer has the right to refuse or return at Seller’s risk and expense, unauthorized shipments made in excess of Buyer’s Orders or made in advance of required schedules, or to defer payment on advanced deliveries until scheduled delivery dates. Seller will not be liable for damages or delays in delivery due to causes beyond its reasonable control. If Seller, however, for any reason does not comply with buyer’s delivery schedule, Buyer, in addition to any other rights, may, at it’s option, either approve a revised delivery schedule or may terminate in whole or in part the Order without liability to Seller on account therefore.

3. Customs Documentation. By accepting this Purchase Order, the seller accepts full responsibility for the completeness and accuracy of the corresponding NAFTA Certificate of Origin and all other customs documentation provided to the buyer.

Seller accepts all responsibility for the information provided on the NAFTA Certificate of Origin, letter or affidavits.

4. Rejection. In addition to all remedies permitted by law, Buyer reserves the right to reject and return to Seller for full credit at Seller's expense, all over shipments and all goods that do not conform to Buyer's specifications or requirements. Rejected Orders or parts therefore will be cured in accordance with Seller's warranty (paragraph 7).

In the event Buyer provides materials to Seller for further processing, Seller shall be liable for all damages associated with the performance of Seller's services. In the event of a total loss of materials supplied by Buyer, Seller shall reimburse Buyer for the total value of materials supplied to Seller.

5. Changes. By written Order, buyer may, from time to time, order work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging and property and services furnished by Seller. If any such changes cause an increase or decrease in the price of the Order, or in the time required for its performance, Seller shall promptly notify Buyer thereof and assert its claim for adjustment within a reasonable time not to exceed five business days after the change is ordered. The issuance of information, advice, approvals or instruction by Buyer's technical personnel or other representatives shall be deemed expressions of personal opinions only and shall not alter Buyer's Seller's rights and obligations hereunder unless the same is in writing and signed by a member of Buyer's Supply Management Department and expressly states that it constitutes an amendment Order.

6. Packaging. All products shall be suitably packaged in accordance with standard commercial packing practice for such equipment or parts. A packing list must accompany all shipments, Purchase Order Number, requisition number; part number (if available) and quantity must appear on all packages, invoices and other documents relative to an Order.

7. Warranty. Seller will uphold all Manufacturer's Warranties. In addition, Seller warrants the products delivered under all Orders shall (1) be free from any encumbrance, (2) meet the specifications contained in the appropriate Product Specifications prior to shipment, and (3) be free from defects in material and workmanship, and that any part or parts found defective within one year of original receipt date at Buyer's facility shall be repaired or replaced at the expense of the Seller. Seller, at its sole discretion may repair or replace such a

part or parts and will return the item(s) at the expense of the Seller. Seller will provide a material certification when requested by the Buyer.

8. Patent Infringement. Seller shall indemnify and hold Buyer harmless from and against any claim or liability resulting from, due to, or arising out of the failure of Seller's title or right to use the product or documentation or from any claim of liability due to, or arising out of the infringement of any patents, copyright, trademarks and/or service mark. The Buyer must notify Seller upon its obtaining notice of such impending claim and will cooperate fully with the Seller in preparing a defense, and Seller shall reimburse Buyer for any expense Buyer reasonable incurs in assisting Seller. If Seller equipment or any part therefore, excluding any part of parts modified to Buyer supplied hardware design, is held to constitute infringement and the use therefore is enjoined, Seller shall, at its own expense, procure for the Buyer the right to use Seller's equipment or modify the product so that it becomes non-infringing.

9. Nondisclosure of Proprietary Information. The Buyer's and Seller's confidentiality obligations shall not exceed use of the customary degree of care which it exercises in protecting its own proprietary information.

10. Prohibition against Assignment. Orders shall not be assigned or transferred by either party hereto except to a division or wholly owned subsidiary or by operation of law in the case of merger, consolidation, or incorporation, without the prior written consent of the other party, and all right, liabilities and obligations hereto shall survive.

11. Governing Laws. These Standard Terms and Conditions shall be governed by and construed under the laws of the Province of Quebec.

12. Notice of changes. Seller is required to notify Buyer and gain its approval in advance of any changes to product or related manufacturing process including changes to product specifications, equipment, or tooling, materials, manufacturing methods, location, and process controls.