

QORVO INTERNATIONAL

# RFMD + TriQuint

## Customer Transition Guide

RFMD and TriQuint have combined to create Qorvo and its subsidiary, Singapore-based Qorvo International. As a Qorvo International customer, you will benefit from simplified access to the industry's broadest portfolio of devices and core technologies. As we transition our systems for the combined companies, this document will provide you all the relevant information that will help us successfully work together to complete the transition from RFMD/TriQuint to Qorvo International.

Your sales representative is available to answer any questions you may have and will work closely with you to ensure any issues are defined and resolved to the greatest degree possible prior to the transition date later this year.



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# Checklist of Important Dates and Timeline

## Checklist

Customer Preparation Checklist	Time Frame
1 Verify your organization's timeline and availability to execute by the implementation date.	
2 Determine what additional information your company requires or what questions your organization may have for your Qorvo Customer Service Representative.	90 days prior to cutover date
3 Change and update the <b>existing</b> RFMD/TriQuint account or create a <b>new vendor record</b> for Qorvo International in your purchasing system. <ul style="list-style-type: none"> <li>If updating the <b>existing</b> Qorvo record, the target date would be the week of the cutover.</li> <li>If creating a <b>new</b> vendor record for Qorvo International, the target date is at least 30 days prior to the cutover.</li> </ul>	<b>EXISTING ACCOUNT</b> week of cutover
4 Change and update new DUNS, bank information, and VAT code, where applicable.	<b>NEW VENDOR RECORD</b> 30 days prior to cutover date
5 Change and update new EDI code, where applicable.	
6 Together with your Qorvo Inside Sales Representative, form a backlog transition plan for orders that are scheduled to ship after the conversion date.	30 days prior to cutover date

## Key Dates

April 14, 2016	Notify Qorvo of your Order Transfer preference.
April 25, 2016, 5:00 PM EST	RFMD and TriQuint will stop accepting orders.
April 28, 2016, 5:00 PM EST	Cutover time and date. RFMD and TriQuint will suspend the shipment of orders.
April 30 - May 8, 2016	Blackout Period - No product shipments.
May 4, 2016	Qorvo will begin processing new orders.
May 9, 2016	Qorvo will resume shipments.

# Payment Terms, Remittance Address, and Payment Instructions

Unless otherwise indicated, Qorvo International payment terms and conditions apply.



## April 28, 2016

Last RFMD and TriQuint product shipments and pay invoices for those to RFMD and TriQuint.

## May 9, 2016

Start shipping products branded as Qorvo and pay invoices for those to Qorvo International.

## Invoices/Payables

- Date for last product shipments from RFMD or TriQuint is April 28, 2016.
- Any RFMD or TriQuint invoices created **before** April 28, 2016 can be paid to RFMD or TriQuint.
- Shipments of products that are branded as Qorvo will start on May 9, 2016.
- Any invoices created for products that are branded as Qorvo must be paid to Qorvo International only.

## Contact Information for Credit and Collections

### International Credit and Collections Analyst

Sok Fong Lau  
Sokfong.Lau@qorvo.com  
65-6632-8324  
Singapore

# Qorvo International Conversion and Remit To Address Information

Beginning May 2, 2016 the new remit to address and payment information will be as follows.

## Qorvo International Pte. Ltd.

1 Changi Business Park

Avenue 1 #04-01

Singapore 486058

Tel: (65) 6632 8300

Fax: (65) 6632 8301

**DUNS:** 65-920-1495

**TAX ID:** 201106524G

## Wire/EFT Payments

NOTE: Please include invoice numbers on the wire transfer

### Wire/EFT payments to:

Beneficiary: Qorvo International Pte. Ltd.

Bank Name: Bank of America, N.A. Singapore

Bank Address: OUE Bayfront, #14-01, 50 Collyer Quay  
Singapore 049321

Account #: 58959029

Swift Codes: BOFASG2X

# Process/Product Change Notice (PCN) and End-of-Life (EOL) Policy

## Change Notices to Customers

For Process/Product Change and End-of-Life (EOL) Notifications to our customers, Qorvo International follows guidelines found in JEDEC standards JESD46 (PCN) and JESD48 (EOL).

Classifications of Major and Minor changes are determined as defined in the standard:

- a) Major change: a change that may affect the form, fit, or function of the product, or may adversely affect the quality or reliability of the product.
- b) Minor change: a change that does not affect the form, fit, function, quality, or reliability of the product.

Determination of the change is made by Qorvo International. It is based on data available at the time of the PCN release. Customers will be notified of Major changes. Customers may also be notified of Minor changes that may impact them as determined by Qorvo International.

Qorvo International procedures require 90 days for advance notification of Process/Product Changes, 6 months of advance notice for last-time-buy, and 12 months for last-time-ship for EOL notifications. While Qorvo International makes every effort to adhere to these requirements, there may be instances where there are unavoidable circumstances that may result in a shorter notification time.

Qorvo utilizes the services of PCN Alert as the primary vehicle for both Process/Product Change and EOL notifications to our customers. Customers should register with PCN Alert to ensure they receive timely notification of any PCN or EOL notice. This service is offered at no cost to Qorvo International customers. Customers can subscribe to PCN Alert at <http://notifications.ihs.com/qorvo/signup/signup.aspx>.

Customers may also contact Qorvo International with any questions about our PCN process, or questions specific to any PCN, by emailing to [PCNResponse@qorvo.com](mailto:PCNResponse@qorvo.com).

### Major change

A change that **may affect** the form, fit, or function of the product, **or may adversely affect** the quality or reliability of the product.

### Minor change

A change that **does not affect** the form, fit, function, quality, or reliability of the product.

## PCNs for Branding, Labeling, and Packaging

### Product Branding:

- Legacy RFMD and TriQuint products will maintain their current branding on the product. A PCN will be issued a minimum of 90 days in advance of the change for any exceptions to this.
- New product introductions will be branded with a Qorvo logo, where space on the part allows. This is not considered a change; no PCN will be issued.

### Labeling and Packaging:

- Product Packaging
  - There will be a transition period while changing from RFMD and TriQuint logos on boxes to the Qorvo logo. Customers may see a mix of old and new boxes.
  - PCN 15-0024 was issued March 2015 notifying customers of the changes to the boxes.
  - Product shipping from Oregon began transition in late June 2015, with other sites transitioning in the following months. Additional details provided with the PCN.
- Product Labeling
  - While the intention is to complete customer labeling conversion on May 1, 2016, there may be a transition period where customers may see a mix of old (RFMD and TriQuint) and new (Qorvo) labels.
  - We estimate a PCN will be distributed by no later than January 31, 2016, covering standard Qorvo labels.
  - Planned implementation date will be May 9, 2016.
  - Customers that have custom specific labels previously produced by RFMD and TriQuint will be notified individually by no later than January 31, 2016 through a customer-specific PCN of new Qorvo labels.
- Customers should expect to see a Qorvo-branded "Internal Use Only" label affixed to the direct container (Reel), Bag, and Box where applicable.

Customers should subscribe to PCN Alert to ensure they receive notifications of these changes, as well as any other Qorvo International Process or PCNs. This service is offered at no cost to Qorvo International customers. Customers can subscribe to PCN Alert at <http://notifications.ihs.com/qorvo/signup/signup.aspx>

### March 2015

PCN 15-0024 distributed for product packaging.

### January 31, 2016

Estimated PCN distribution date for product labeling.

### May 9, 2016

Planned labeling implementation.

# Finished Goods Shipping Locations

Qorvo International has a worldwide network of warehouses to fulfill customers' orders. Our warehouses arrange carrier pick-ups and customer forwarder pick-ups, and they arrange to supply the necessary contact information at the time of the shipment pick-up. Qorvo International products may ship from any of the following warehouse locations.

## International Warehouse Locations

Region	Location	Address	Subsidiary
Costa Rica	Heredia	Zona Franca Metropolitana, Barreal, Heredia, Costa Rica 144-3006	
Germany	Nürnberg (Nuernberg)	Loeffelholzstrasse 20 Nuernberg, 90441 Germany	
China	Beijing	17 Middle Tongji Road 100176 Beijing China	
	Shandong	6868 Dongfanghong East Road The Industrial Park of DeZhou Economic & Technological Development Area DeZhou, Shandong, China 253084	
	Hong Kong	c/o ShunSin Tech Holdg. Ltd. (Taiwan Branch) c/o Kintetsu World Express (HK) Gridlines 1009w-1010w 1/F ATL Logistics Centre B, Berth 3 Kwai Chung N.T. Hong Kong	Subcontractor
		c/o JSI Logistics (Hong Kong) Limited Unit A, 28/F, Tsuen Wan International Centre 68 Wang Lung Street, Tsuen Wan, Hong Kong	Subcontractor
Korea	Gwangju	c/o Amkor Technology Korea, Inc. (K4) 100, Amkor-Ro, Buk GuGwangju, Korea 500-733	Subcontractor
	Paju	c/o Advanced Semiconductor Engineering, Inc. 76 Saneopdanji-Gil, Paju-Si Gyeonggi-do, Korea 413-120	Subcontractor
Philippines	Laguna	2F Cirtex Building 116 East Main Avenue, Phase V Laguna Technopark - SEZ Binan, Laguna Philippines 4024	
Malaysia	Ipoh	c/o Unisem (M) Berhad No. 1 Persiaran Pulau Jaya 9, Kawasan Perindustrian Pulau Jaya 31300 Ipoh Perak Darul Ridzuan, Malaysia	Subcontractor

# Order Management Practices

## Order Conversions to Qorvo International Pte. Ltd.

Orders originally placed to RF Micro Devices, Inc. (RFMD) and/or to TriQuint Semiconductor, Inc. (TQNT) can be converted as follows:

**1. Simple Transfer** - Should your company choose to simply transfer its remaining open backlog to Qorvo International Pte. Ltd., please notify your Inside Sales Representative (ISR) by Thursday, April 14, 2016. Once notified, your ISR will provide you a listing of the remaining open backlog for you to authorize this simple transfer option.

**2. Cancel & Re-Issue** - Should your company choose to cancel your remaining scheduled backlog due to ship after May 1, 2016 and issue replacement purchase orders, please notify your ISR by Thursday, April 14, 2016. Once notified, your ISR will provide you a list of your company's remaining open orders for you to reference when issuing replacement orders to Qorvo International Pte. Ltd. If you choose this order transfer option, please send your ISR your company's order cancellation request(s) along with the corresponding appropriate replacement orders issued to Qorvo International Pte. Ltd. Your ISR can begin accepting and processing your cancellation requests starting April 18, 2016, however, all cancellations must be completed no later than April 25, 2016. Failure to complete the cancellation and reissue process by April 25, 2016 will result in a simple order transfer to Qorvo International Pte. Ltd.

**If we have not received your order transfer preference notification by April 14, 2016, the official plan of record will default to the Simple Transfer option and all open backlog will be transferred to Qorvo International Pte. Ltd. as described above.**

All transferred orders or new replacement orders will be under Qorvo's standard terms and conditions, as noted on Qorvo's website, unless your company has an overriding existing contract with Qorvo.

During the Blackout Period, April 30, 2016 through May 8, 2016, it is likely Qorvo will not be able to provide an order confirmation to your purchase order in a timely manner. During this time, our delayed order confirmation will not constitute an automatic acceptance of your requested delivery date.

## New Orders

New purchase orders can be placed to Qorvo International Pte. Ltd. beginning May 4, 2016 for all legacy TQNT, RFMD, and/or new Qorvo part numbers. Orders placed before May 4, 2016 will be held for processing until the Qorvo system is available.

### April 14, 2016

Notify Qorvo of your Order Transfer preference.

### April 25, 2016

Last day to request order cancellations and issue replacement orders to Qorvo International Pte. Ltd.

### May 4, 2016

Begin processing orders to Qorvo International Pte. Ltd.

All legacy and new part numbers can be ordered from Qorvo International Pte. Ltd.

## Vendor Management Inventory (VMI)

**Customers operating under our VMI services who have been notified by Qorvo, their system transactions and VMI requirements have been tested successfully.**

Please note the following dates and suggested actions to ensure there are no production interruptions through this transition and blackout period.

Planned shipments to the Hubs the week of April 18, 2016 will cover your production requirements through May 15, 2016.

VMI shipments under the TriQuint or RFMD vendor codes need to be received into the Hubs by April 29, 2016 midnight EST.

Please pull enough inventory from the Hubs the week of April 25, 2016 to cover your production requirements through May 15, 2016. All call offs from the Hubs will need to be processed and sent to RFMD and TriQuint by April 29, 2016 midnight EST.

Any shipments made during the weeks of April 2, 2016 through May 8, 2016 will be on an exception basis only.

During the Blackout period April 30, 2016 through May 8, 2016 call-offs from the Hubs are only allowed for extreme emergency situations and must be approved by Qorvo prior to pulling the material from the Hubs.

After all shipments are received into the Hubs and all call offs have been processed by April 29, 2016 the Hub inventory needs to be moved under the Qorvo vendor code by May 8, 2016, prior to any new call off transactions from the Hubs.

If you are creating new blanket PO's they will need to be sent by May 2, 2016 for setup and input along with confirmation of cancelation or continuation of old blanket PO's.

## Blackout Period & Early Shipments

### April 30, 2016 through May 8, 2016

Beginning April 30, 2016 through May 8, 2016, Qorvo will undergo a blackout period to reconfigure the system. During the blackout period there will be no shipments. As a result, and where possible, we will attempt to ship product scheduled to ship within the blackout period, during the last two weeks of April 2016. If product is not available to ship early, those orders/lines will be transferred to Qorvo and shipped once the system is reactivated the week of May 8, 2016.

### Week of April 18, 2016

Ship 3+ weeks of supply to the Hub.

### Week of April 25, 2016

Pull 3+ weeks of supply from the Hub.

### April 29, 2016

All call offs sent to RFMD & TriQuint by midnight.

### May 8, 2016

All Hub Inventory move under Qorvo Vendor code.

### April 30 – May 8, 2016

No Product Shipments.

# Qorvo International Pte. Ltd.

## Standard Terms and Conditions of Sale

- 1. Applicability.** THIS DOCUMENT (THE "AGREEMENT") IS INCORPORATED BY THIS REFERENCE INTO, AND IS SUBJECT ONLY TO THE EXPRESS PROVISIONS OF, ANY ORDER ACKNOWLEDGMENT PROVIDED BY QORVO INTERNATIONAL PTE. LTD. ("SELLER"). ANY ADDITIONAL OR DIFFERENT TERMS(S) OR CONDITION(S) SHALL BE DEEMED A MATERIAL ALTERATION OF, AND BE INAPPLICABLE TO, THIS TRANSACTION UNLESS SPECIFICALLY AGREED TO IN WRITING BY AN OFFICER (OR DESIGNEE) OF SELLER. SUBJECT TO THE FOREGOING, THIS AGREEMENT EXCLUSIVELY GOVERNS ALL QUOTATIONS AND SALES ENTERED INTO BY SELLER. ACCEPTANCE OF A BUYER'S ORDER AND SELLER'S AGREEMENT TO FURNISH PRODUCTS OR SERVICES ARE EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THIS AGREEMENT. An order or acceptance by a buyer ("Buyer") of the products and services which are subject of the order shall constitute Buyer's acknowledgment and agreement that this Agreement is intended to be the parties' final expression and exclusive statement of the terms of their agreement and supersede and prevail over all terms and conditions otherwise discussed or proposed by Buyer or Seller, except as otherwise provided above. No course of dealing, no usage of trade and no acceptance of or acquiescence to any course of performance shall modify, alter or be relevant to explain or modify this Agreement.
- 2. Prices.** Prices are specified by Seller in U.S. dollars (unless another denomination is expressly identified). All prices are subject to adjustment on account of specifications, quantities, shipment arrangements or other terms and conditions that are not a part of the original price quotation. Prices are exclusive of all federal, state, municipal or other government excise, sales, use, value added, occupational or like taxes. Prices are consequently subject to increase by the amount of any such tax that Seller pays or is required to pay or collect upon sale or delivery of products. Any certificate of exemptions or similar document or proceeding required to exempt the sale of products from sales or use tax liability shall be obtained by Buyer, at its expense.
- 3. Terms of Payment.** Terms are payment in advance, except where satisfactory open account credit is established, in which case terms are net thirty (30) days from the date of invoice. The amount of credit or terms of payment may be changed or credit withdrawn by Seller at any time for any reason. Seller reserves the right at any time to revoke any credit extended to Buyer for any risk deemed sufficient by Seller. Seller will issue invoices on delivery in the case of all products; if deliveries are made in installments, each shipment shall be invoiced and payable when due without regard to other scheduled deliveries. Overdue payments shall be subject to finance charges computed at a periodic rate of 1.5% per month (18% per year) or, if less, the maximum rate permitted by law. All amounts owed by Buyer with respect to which there is no dispute shall be paid without set-off of any amount that Buyer may claim is owed by Seller and regardless of any other controversies that may exist. In the event of default by Buyer, Seller shall be entitled to recover from Buyer costs, fees, and expenses incurred by Seller in collecting amounts owed by Buyer, including, reasonable attorneys' fees, court costs and other costs of collection.
- 4. Delivery.** All domestic deliveries are EX Works Seller's factory. All international deliveries are FCA Seller's Factory (Incoterms 2010). Title and risk of loss with respect to the products shall pass to Buyer when delivery is made under Incoterms 2010. Any loss or damage after delivery shall not relieve Buyer from any obligations hereunder. Seller reserves the right to make deliveries in installments. All products will be scheduled for shipment in accordance with Seller's applicable shipment sequence and Seller will confirm in writing, and amend as appropriate, the shipment schedule. If Buyer fails to make each payment when it is due, Seller reserves the right to withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements in which Seller has extended credit to Buyer. Seller's suspension of performance may result in a rescheduling delay contingent on current product availability. Under no circumstances shall Seller be liable to Buyer for any delay either in shipment or in delivery. If a delay or a force majeure event under Section 18 below occurs,

Seller may, at its option, (a) extend the delivery date for a time equal to the period of the delay and/or (b) allocate its available supply among its customers when it is unable to supply its total demands and/or commitments. In no event shall Seller be obligated to compensate Buyer for the re-procurement of products, services or other items from others.

5. **Shipment.** If Buyer's nominated carrier fails to pick up product as scheduled, Seller reserves the right to select another carrier and ship the products to Buyer's address indicated on Buyer's purchase order at Buyer's expense. Seller will not assume any liability in connection with the shipment or constitute any carrier as its agent. Buyer shall be responsible for making all claims with carriers, insurers, warehouses and others for non-delivery, loss, damage or delay. All claims for damage to products or shortage must be made within thirty (30) days of shipment.

6. **Purchase Orders.**

**Standard Lead-Time** - "Standard Lead-Time" is the period required to manufacture products under normal manufacturing requirements and is measured from acceptance of a purchase order until product delivery. Standard Lead-Times are included as part of a product specific quote and are no less than 8 weeks.

**Standard Order** - Purchase orders, electronic or otherwise, issued to Seller must be placed with a minimum Standard Lead-Time from the date of issue. Seller will confirm to Buyer in writing by way of an order confirmation the expected factory commit date ("FCD") for each order/line item.

**Drop-In Order** - Drop-in orders are orders placed with a customer-requested ship date ("CRD") inside the Standard Lead-Time. Drop-in orders, electronic or otherwise, issued to Seller with a CRD inside the Standard Lead-Time are subject to a 15% surcharge. Should Seller confirm and ship product to meet a CRD, a surcharge will be billed for the applicable order/line items. If Seller confirms it can meet a Drop-in order, the order classification will be changed to non-cancellable/non re-schedulable.

**Early Ship Request** - For standard orders only, Buyer can indicate on their purchase order, electronic or otherwise, that Seller is authorized to ship product(s) prior to the requested ship date should inventory be available. Should inventory become available to fulfill the order prior to the requested ship date, Seller will ship the product and no surcharges will apply.

7. **Order Changes.**

**Rescheduling, Cancellation and Returns.** Cancellations, rescheduling, expedites, quantity decreases, or push-out requests are subject to surcharges and fees based on the amount of lead-time of the specific request and the FCD for the order as specified in Sections 8, 9, 10, and 11.

8. **Rescheduling, Expedites and Push Outs.**

**Change within Standard Lead-Time.** Any request inside of Standard Lead-Time to pull in or push out the CRD from the original FCD is deemed an expedite or push out, respectively, and must be approved in writing by an authorized agent of Seller. If authorization for a new FCD is granted, Buyer shall pay Seller a surcharge of 15% for each order/line item expedited or pushed out. Once an order/line expedite or push out has been accepted and confirmed by Seller, any additional change to those order/line items or other order/line items will be deemed as a new request subject to additional applicable surcharges.

**Changes outside of Standard Lead-Time.** Buyer may reschedule an order/line item to ship no later than 90 days from the original FCD. Buyer may exercise this option only one time per purchase order free of charge. Additional requests to reschedule an order/line item will be subject to a \$100 change fee and must be rescheduled to ship no later than 90 days from the original FCD.

9. **Cancellation Charges.**

**Standard Products** - Buyer may cancel orders/line items subject to the following limitations and charges based upon the number of days from the date Seller receives Buyer's written notice of cancellation to the FCD for the cancelled orders/line items:

- a. Cancellation request greater than Standard Lead-Time – Cancellation at no charge.
- b. Cancellation request greater than 50% of but less than Standard Lead-Time – Cancellation allowed with cancellation penalty of 50% of order/line item price.
- c. Cancellation request less than 50% of Standard Lead-Time– Cancellation penalty of 100% of order/line item price.

**Non-Standard Products** – Buyer shall have no right to cancel or reschedule the delivery of non-standard products (products built to Buyer's specifications or pursuant to Seller's custom design for Buyer), at any time. Orders for standard RF integrated circuit products ordered in non-standard packaging quantities are non-cancellable and non-returnable.

10. **Returns.** Buyer shall not return any products for any reason without the prior authorization of Seller and the issuance by Seller of a Return Material Authorization (RMA). Returns must be shipped using Seller's preferred carrier. The RMA shall specify the RMA number, the terms and conditions upon which returns may be made, and Seller's preferred carrier. The RMA number must be marked on the outer shipping carton packing list, commercial invoice and carrier airway bill when products are returned. Returns made without obtaining prior authorization or without the RMA number properly marked on the outer shipping carton will be returned to sender at Buyer's expense. Products for which the seal of the anti-static shipping bag has been broken may not be returned.
11. **Returns for Credit.** Seller, at its option, may accept or reject any request by Buyer to return product for credit. If authorization is granted, Buyer shall pay Seller a restocking fee equal to 35% of the purchase price for standard products for each product returned, in addition to charges for unearned discounts, and any other reasonable charges. Buyer shall not return product without first obtaining an RMA number as stated above.
12. **No Modification or Reverse Engineering.** Buyer agrees that it will not modify, adapt, alter, translate, or create derivative works from any of the products purchased from Seller or derive, attempt to derive or direct others to derive the source code of any software product or the physical structure or technical properties of any other product purchased from Seller by reverse engineering, disassembly, decompilation or any other means.
13. **Warranty.** Seller warrants that each product will be free of defects in material and workmanship and conform to Seller's applicable specifications for the period set forth below. Seller's warranty shall be for the following periods from the date of delivery: for (a) unassembled semiconductor devices (die or wafer form) – thirty (30) days; (b) all Buyer designed products (foundry services) – thirty (30) days; and (c) all Seller designed and assembled products – one (1) year. This warranty commences on the date the product is shipped by Seller. Seller's sole liability and responsibility under this warranty is to repair, replace or issue a credit for the purchase price of any returned product which Seller determines does not conform to the warranty. Product returned to Seller for warranty service will be shipped to Seller at Buyer's expense and will be returned to Buyer at Seller's expense. In no event shall Seller be responsible under this warranty for any defect which is caused by negligence, misuse or mistreatment of a product or for any unit which has been altered or modified in any way. The warranty for replacement products shall terminate with the warranty of the product. Seller makes NO WARRANTY as to products, prototypes, engineering samples, test boards, pre-production qualified products, products used as described in Section 20 below, or products not manufactured by Seller. All such unwarranted products are sold to Buyer "AS IS". Seller's warranties as hereinabove set forth shall not be enlarged, diminished or affected by, and no obligation or liability shall arise or grow out of, Seller's rendering of technical advice or service in connection with Buyer's order of the products furnished hereunder.
14. **Warranty Disclaimer. SELLER'S EXPRESS WARRANTY TO BUYER CONSTITUTES SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, TO THE EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.**
15. **Defense of Infringement Claims.** If a third party files a claim or brings an action against Buyer alleging that a product, as delivered by Seller to Buyer, infringes a United States Patent, United States copyright, United States trademark or other United States intellectual property right, and if Seller is promptly advised of any

such claim or action by Buyer, then Seller shall assume and have sole control of the defense of any such action or claim at its own expense, including the sole power and authority to negotiate any settlement or compromise and shall be responsible for any judgment or award issued in such action based on such infringement. If at any time use of the product is enjoined or is discontinued because of such action, Seller shall, at its sole option and expense, either procure for Buyer the right to continue using the product, replace or modify the product so that it becomes non-infringing or grant Buyer a credit for the purchase price of the product and accept its return. Seller shall not have any liability or obligation under this Section if the infringement of a third party right is based in any way upon (i) the use of products in combination with other components, equipment or software not furnished by Seller; (ii) use of a product in practicing any process; (iii) any product which has been modified or altered; (iv) the manner in which the product is used even if Seller has been advised of such use; or (v) Seller's compliance with Buyer's designs, specification or instructions. In no event shall Seller's total liability to Buyer under this Section exceed the aggregate sum paid to Seller by Buyer for the infringing products. If any suit or proceeding is brought against Seller based on a claim that the products manufactured by Seller in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations herein stated with respect to Seller shall reciprocally apply with respect to Buyer. The foregoing states the sole and exclusive liability of the parties hereto for patent infringement and is in lieu of all warranties, express, implied, or statutory, in regard thereto. No license or right is granted by Seller to the Buyer under any patent, patent application, trademark, copyright, software or trade secret. Any such grant shall be made in a separate written agreement.

**16. Substitutions and Modifications of Specifications.**

**General Product Change and Obsolescence/End of Life Notifications.** Seller assumes the right to make substitutions and modifications in the specifications of any of the products or parts thereof designed by Seller provided such substitutions or modifications will not materially affect the performance of such products. All general product change notifications that may impact form, fit, function or reliability and obsolescence/end of life notifications for Seller's standard product offerings may be viewed through our on-line PCN Alert System. It is Buyer's responsibility to sign-up to PCN Alert at <http://notifications.ihs.com/qorvo/signup/signup.aspx> in order to receive, via email, PCN notifications and be able to view all posted PCN's. Buyer shall be deemed to have received notice of the PCNs when they are posted on PCN Alert. Any questions regarding PCN Alert should be sent via email to [PCNresponse@qorvo.com](mailto:PCNresponse@qorvo.com).

**17. Assignment.** Neither this agreement no any purchase order issued and accepted under this Agreement is assignable by Buyer without the prior written consent of Seller and any attempt to assign any rights, duties or obligations arising hereunder shall be void.

**18. Force Majeure.** Seller shall not be liable for any loss or damage resulting from any delay in delivery or failure to give notice of delay when such delay is due to any cause or event beyond Seller's control, including, without limitation, acts of nature, acts of terrorism, unavailability of supplies or sources of energy, riots, wars, fires, strikes, labor difficulties, delays in transportation, delays in delivery or defaults by Seller's vendor or acts or omissions of Buyer. In the event of delay due to any such cause, time for delivery shall be extended for a period of time equal to the duration of such delay and Buyer shall not be entitled to refuse delivery or otherwise be relieved of any obligations as a result of the delay. If, as a result of any such cause, any scheduled delivery is delayed for period in excess of one-hundred-twenty (120) days, Seller or Buyer shall have the right by written notice to the other to cancel the order for the products subject to the delayed delivery without further liability of any kind.

**19. Limitation of Liability.**

**UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING BY SELLER, SELLER SHALL NOT BE LIABLE TO BUYER, BUYER'S CUSTOMERS OR ANY OTHER THIRD PARTY, IN CONTRACT, TORT, INDEMNITY OR OTHERWISE, FOR ANY LIABILITY, LOSS, DAMAGE, COST OR EXPENSE ARISING OUT OF ANY CLAIM FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RELATED TO THE PRODUCTS SOLD HEREUNDER. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST OPPORTUNITIES OR INTERRUPTION OF BUSINESS) OR PUNITIVE**

DAMAGES DUE TO ANY CAUSE WHATSOEVER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE AND EVEN IF ANY OF THE LIMITED REMEDIES IN THIS CONTRACT FAIL THEIR ESSENTIAL PURPOSE. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SELLER MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS ACCRUED.

IN NO EVENT SHALL THE ACCRUED TOTAL LIABILITY OF SELLER TO BUYER OR ANY THIRD PARTY FOR ALL LOSSES OR TYPES OF DAMAGES, WHETHER FROM ANY LAWSUIT, CLAIM, WARRANTY OR OTHER DISPUTED MATTER EXCEED THE AGGREGATE SUM PAID TO SELLER BY BUYER UNDER THE ORDER THAT GIVES RISE TO SUCH LOSS OR DAMAGE.

20. **Use in Safety and Life Support Applications.** PRODUCTS SOLD BY SELLER TO BUYER HEREUNDER ARE NOT DESIGNED OR INTENDED FOR USE IN APPLICATIONS WHERE FAILURE CAN REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY OR DEATH (INCLUDING, WITHOUT LIMITATION, FOR NAVIGATION, WEAPONRY, AVIATION, NUCLEAR OR SAFETY EQUIPMENT, FOR SURGICAL IMPLANT, FOR RESCUE OF PERSONS OR TO SUPPORT, PROTECT OR SUSTAIN LIFE). BUYER USES, MARKETS AND SELLS THE PRODUCTS FOR SUCH APPLICATIONS AT ITS SOLE RISK AND EXPENSE, AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL DAMAGES, COSTS OR EXPENSES ARISING FROM ANY CLAIM OR ACTION OF ANY THIRD PARTY BASED ON THE ACTUAL OR ALLEGED FAILURE OF A PRODUCT TO PERFORM SUCH APPLICATIONS AND AGREES THAT SELLER'S WARRANTY IN THIS AGREEMENT DOES NOT EXTEND TO ANY SUCH APPLICATIONS.
21. **Proprietary Information/Release of Information.** Except as required by law, neither Seller nor Buyer shall publicly announce or disclose the existence of this Agreement or its terms and conditions, or advertise or release any publicity regarding this Agreement, without the prior written consent of the other party. This provision shall survive the expiration, termination or cancellation of this Agreement. The protection of any confidential or proprietary information of either shall be governed by the terms and conditions of any applicable mutual non-disclosure agreement executed between the parties.
22. **Waivers.** All rights and remedies of Seller hereunder shall be cumulative and may be exercised singularly or concurrently. In the event that either party shall on any occasion fail to perform any term herein and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.
23. **Exports.** The ultimate shipment of potential orders solicited by Buyer shall be subject to the right and ability of Seller to make such sales and shipments under all policies, decrees, orders, laws, rules and regulations of the United States government and agencies and instrumentalities thereof presently in effect, or which may be in effect hereafter, which govern exports or otherwise pertain to export controls, including, without limitation, the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR) and Office of Foreign Assets Control (OFAC) regulations. Any order which has been accepted by Seller but which cannot be fulfilled due to such policies, decrees, orders, laws, rules or regulations shall be considered to have been rejected when submitted to Seller for acceptance or rejection. Buyer shall not transfer, directly or indirectly, any product or technical data received from Seller or the direct product of such data, to any destination subject to export restrictions under U.S. law, unless prior written authorization is obtained from the appropriate U.S. government agency. In addition, any products sold hereunder may not be exported, reexported, or transferred to any end-user engaged in activities, or for any end-use, directly or indirectly related to the design, development, production, use, or stockpiling of weapons of mass destruction (e.g. nuclear, chemical, or biological weapons and the missile technology to deliver them). The parties acknowledge that they may each be subject to penalties for transacting business involving product, or Seller's technical information, with any customers that it knows or has reason to know are subject to denial of U.S. export privileges, or engages, directly or indirectly in prohibited nuclear, chemical, biological or missile technologies. Buyer shall indemnify and defend Seller and Seller's officers, directors, shareholders, employees and agents, and its successors and assigns (collectively and severally, "Indemnified Seller") against, and hold Indemnified Seller harmless from, any loss, claim, damage, suits, costs, expenses (including without limitation attorneys, accountants and other professional fees), that arise out of or result from any breach of this Section 23 by Buyer.

24. **Compliance with Laws.** Buyer shall comply with all applicable U.S. and foreign laws, including the U.S. Foreign Corrupt Practices Act of 1977, as amended. Buyer shall not, in connection with any business transactions involving Seller, make or promise to make any payment or transfer anything of value, directly or indirectly, to any governmental official, political party, officer, director, employee, or representative of any actual or potential customer of Seller or any other person or entity if such payment or transfer would have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or otherwise violate the laws of the country in which made or the laws of the United States. Buyer shall indemnify and hold Seller harmless against any and all losses, fines, penalties, costs and expenses incurred by Seller as a result of Buyer's breach of the foregoing obligations.
25. **Entire Agreement and Amendments.** This Agreement constitutes the entire agreement between the parties and supersedes all previous communications, whether oral or written. Any changes to this Agreement may be made only upon mutual agreement of the parties in writing.
26. **Federal Contract Terms.** If the products to be furnished under this Agreement are to be used in the performance of a federal government contract or subcontract, then Buyer represents that Buyer has fully advised Seller of any applicable requirements under federal procurement law. Further, in any order entered into with a party that is a prime contractor or subcontractor of the federal government, the following also shall apply:
- a) The purchase order between the Buyer and Seller will contain only those Federal Acquisition (FAR) clauses that the FAR mandates are to be included in a purchase order with a party in Seller's position given circumstances such as the commercial nature of the product provided by Seller, Seller's status as a supplier or a subcontractor, and the size and type of the purchase order;
  - b) Seller retains proprietary rights in all technical data and computer software provided under the purchase order to the fullest extent permitted under the FAR and Seller will grant only limited rights or restricted rights to the federal government. Further, Buyer agrees to retain any proprietary legends that Seller includes on the products to be furnished under this Agreement; and
  - c) the purchase order between the Buyer and Seller shall provide no rights (including rights of audit of Seller's cost or pricing data) to any third party other than rights that the federal government may have as a matter of law.
27. **Governing Law.** This Agreement is made in, governed by and shall be construed in accordance with the laws of the Republic of Singapore without regard to conflicts of laws principles. If the products purchased hereunder are purchased by a Buyer residing in a country other than the United States, then the parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from this agreement.
28. **Dispute Resolution.** Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this Section. The tribunal shall consist of one arbitrator to be appointed by the chairman of the SIAC for time being, upon the reference of any party at any time. The language of the arbitration shall be English.
29. **Notice.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be sent by overnight air courier service (in which case notice shall be deemed given when received by addressee or on the second (2nd) day after the date of delivery to the courier, whichever is earlier), or by registered or certified mail, return receipt requested, postage prepaid and properly addressed (in which case notice shall be deemed given when received by the addressee or on the fifth (5th) day after the date of mailing, whichever is earlier). Notwithstanding the foregoing, the parties may communicate with one another regarding individual orders by email.