

# Analog Devices

## Terms and Conditions of Sale



**1. Scope:** These Terms and Conditions of Sale (“Terms”) govern the sale of products (“Products”) and the provision of Services (as defined below) by Analog Devices, Inc. and its Affiliates (collectively, “Analog Devices”) to the party listed on the purchase order or other order documentation (“Buyer”). “Affiliate” means a party and any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, that party where control means the direct or indirect ownership or control of more than fifty percent (50%) of all the voting shares or other rights eligible to vote for a governing authority of such entity. However, the term Affiliate shall expressly exclude any entity that is a direct competitor of the other party. Analog Devices’ acceptance of Buyer’s order is expressly conditioned on Buyer’s acceptance of these terms and conditions. Any and all Buyer terms and conditions are hereby rejected and shall be of no effect. Buyer shall be conclusively deemed to have accepted these terms and conditions upon any of the following by Buyer, its agents or representatives: (i) written or electronic acknowledgement or acceptance of the Analog Devices terms and conditions, (ii) transmission to Analog Devices, its agents or representatives of any order for Analog Devices Products or Services, or (iii) acceptance of or payment for any Product or Service covered hereby. Analog Devices’ failure to object to any provision contained in any communication from Buyer shall not be deemed a waiver of any provision hereof. Except to the extent Buyer has a written, signed, separate agreement with Analog Devices governing the purchase and sale of Products and/or Services, these Terms supersede any previous communications, representations or agreements between the parties regarding the sale of Products and/or Services. Any changes from these Terms contained herein must be specifically agreed to in writing by an authorized representative of Analog Devices before becoming binding on Analog Devices.

**2. Prices:** All prices are invoiced in U.S. Dollars. 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, value added tax, goods and services tax, sales, use, occupational or like taxes, tariffs, customs, duties and importing fees, the payment of which shall be the sole responsibility of Buyer regardless of whether invoiced to Buyer by Analog Devices. Invoiced amounts are consequently subject to increase by the amount of any such tax, tariff, duty or fee that Analog Devices pays or is required to pay or collect upon sale or delivery of the Products. Any certificate of exemption 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.

If Buyer fails to take delivery of the quantity of Products upon which a quantity discount price, if any, is based, Buyer will be back-billed an amount based on the quantity actually delivered hereunder and upon the quantity pricing schedule in effect at the time the order was placed. Such charges will be in addition to any cancellation charges.

If discounted pricing is extended to Buyer, it is extended on condition that the Product is for Buyer’s use and not for any other third party’s use. Any use or transfer of such discounted Product outside of Buyer is subject to a bill-back in an amount based on the difference between the discount given and list price.

**3. Terms of Payment:** All payments shall be made in U.S. Dollars, unless otherwise agreed in writing. Terms are cash upon delivery, except where satisfactory open account credit is established, in which case terms of payment are net thirty (30) days from the date of invoice. Analog Devices reserves the right at any time, in its sole discretion, to revoke any credit extended to Buyer. Analog Devices will issue invoices on delivery in the case of all Products; and if deliveries are authorized in installments, each shipment shall be invoiced and paid 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 the maximum amount allowable by law, whichever is less. Amounts owed by Buyer with respect to which there is no dispute shall be paid without set-off for any amounts that Buyer may claim are owed by Analog Devices and regardless of any other controversies that may exist. Buyer does hereby grant to Analog Devices a security interest in the Products and proceeds therefrom as security for the performance by Buyer of all its obligations hereunder. Payment shall be made for the Products without regard to whether Buyer has made or will make any inspection of the Products.

**4. Shipment:** All Products will be scheduled for shipment in accordance with Analog Devices’ minimum order policy and applicable shipment sequence. Analog Devices reserves the right to make shipments in installments. Analog Devices reserves the right to make shipments when Product is available and shall invoice shipments as made. Analog Devices reserves the right to allocate production and deliveries among its various customers under any circumstances. Analog Devices will confirm in writing, and amend as appropriate, the shipment schedule. Under no circumstances shall Analog Devices be liable to Buyer for any delay either in shipment or in delivery.

**5. Delivery, Title and Risk of Loss:** Except as otherwise stated herein or agreed by the parties in writing, Products will be shipped Ex Works (Incoterms 2010) from Analog Devices’ designated facility (“Delivery Point”). Notwithstanding the foregoing, Analog Devices will obtain any necessary and applicable export licenses in connection therewith. Title and risk of loss of, or damage to, the Products shall pass to Buyer upon Analog Devices’ delivery of Products to the Delivery Point. Products held or stored

by Analog Devices, at Buyer's request or due to Buyer's failure to accept delivery after the scheduled shipment date in the applicable order, shall be at the sole risk of Buyer, and Buyer shall pay to Analog Devices all Analog Devices' expenses associated with holding or storing such Products. Buyer shall indemnify and hold harmless Analog Devices from and against all losses, demands, claims, damages, costs, expenses (including without limitation consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon) and liabilities suffered or incurred by Analog Devices in consequence of any delay or failure by Buyer in meeting its obligations in this regard. Analog Devices shall have no liability to Buyer for any delayed delivery or non-delivery of the Products where this is caused by a delay or failure by Buyer in meeting its obligations under the Ex Works Incoterm 2010.

**6. Cancellation, Rescheduling, Returns and Modifications:** No cancellations or reschedules will be accepted within 45 days of the earliest requested ship date. Any request for order cancellation or rescheduling within 45 days of the earliest requested ship date, return, or modification must be made in writing, and such action must be approved in writing by an authorized agent of Analog Devices. Analog Devices, at its option, may accept or reject any such request by Buyer, and Analog Devices reserves the right to impose charges on Buyer in connection therewith. Buyer shall not return any Products for any reason without issuance of a Return Material Authorization (RMA) number by Analog Devices for such Products.

**7. Source Inspection:** Source inspection by Buyer or Buyer's customer must be mutually agreed in writing, at the time of ordering, and is subject to reasonable charges and safety and security conditions. Buyer shall have no right of access to any Analog Devices facility except as specifically authorized in advance by Analog Devices. Buyer shall indemnify and hold harmless Analog Devices and its Affiliates from any and all suits, damages, and expenses of Buyer, its agent or its customer resulting from personal injury including death or loss or damage of property occurring during, or in connection with, any visit to any facility of Analog Devices or its Affiliates.

**8. Software:** Analog Devices may deliver software ("Software") to Buyer. Software includes all types of software, including without limitation software that may be bundled with a Product, embedded in a Product, or separately delivered from Products (by download, email, ftp or other means). Software is subject to its own separate terms and conditions as set forth in the applicable software license ("License Terms"). Applicable License Terms are available (a) via the applicable Product or Software webpage, (b) as set forth in the applicable software license agreement entered into between Analog Devices and the Buyer, (c) in Product or Software documentation, (d) in the applicable Software header or footer text, (e) in text file(s) located in the directory of the applicable Software component and/or (f) in such other locations customarily used for licensing terms. In addition to other means of

receiving copies of Licensing Terms, Buyer may acquire a copy of applicable Licensing Terms prior to entering into an order under these Terms by contacting [licensing@analog.com](mailto:licensing@analog.com) and requesting the applicable License Terms. Buyer acknowledges and agrees that any use of Software is subject to the applicable License Terms. Buyer agrees to review and comply with all applicable License Terms. Unless otherwise set forth in the applicable License Terms, or if for any reason License Terms do not apply to or accompany the Software, (a) the Software is provided by Analog Devices on an "as is" basis without any representation, warranty, defense obligations, indemnity or liability of any kind, (b) Buyer shall not modify, reverse engineer, decompile, disassemble or create derivative works of the Software (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation), (c) Buyer shall not sublicense, rent, lease, permit time-sharing, distribute or otherwise make available or transfer the Software to any third party (provided that, solely to the extent that the Software is embedded in a Product when originally shipped by Analog Devices, Buyer is not prohibited from distributing such Product with the Software embedded in it), (d) Analog Devices (and its Affiliates and respective suppliers) retain all right, title and interest in and to the Software (including all related intellectual property rights) and (e) Buyer shall only use the Software in connection with the applicable Products.

**9. Services:** Unless otherwise provided in a separate agreement between Analog Devices and Buyer, where Analog Devices provides services, including but not limited to training, development, porting, optimizing, debugging, integration or support in connection with the Products ("Services"), the manner and means used to perform the Services are at the sole discretion and control of Analog Devices. All Services shall be performed at Analog Devices' designated facilities unless otherwise mutually agreed in writing. Services will be provided on a time and materials basis at Analog Devices' then current hourly rates or at such rates as the parties mutually agree in writing. Analog Devices will invoice Buyer on or after the date of performance of the relevant Services. All title to all intellectual property rights created by or on behalf of Analog Devices in performing Services shall vest in Analog Devices and/ or its Affiliates, including without limitation intellectual property rights created by Analog Devices in the design, development and manufacture of custom Products and no transfer of title to, or license in favor of, Buyer of any intellectual property rights used by or on behalf of Analog Devices in the provision of Services shall occur.

**10. Warranty:** Except as otherwise provided herein, Analog Devices warrants to Buyer that for one (1) year from the date title to the Product passes from Analog Devices (or its authorized distributors) directly to Buyer, each standard Product sold hereunder will be free of defects in materials or workmanship and will conform to specifications set forth in Analog Devices' published data sheets or, where applicable, user manuals for Analog Devices' system

products in effect at the time title passes. For Products that are non standard Products of Analog Devices, such as dice and developmental or custom-designed goods, Analog Devices warrants to Buyer that such Products delivered hereunder will conform to the applicable published Analog Devices datasheet specification and be free of defects in material and faulty workmanship upon receipt by Buyer, and that any related services for such non standard Products provided thereunder, will be of a professional quality conforming to generally accepted industry standards and practices for a period of three months from the date Services were rendered. Notwithstanding anything to the contrary, the warranty in this Section shall not apply to any Product identified as a pre-production version, prototype, sample, reference design, evaluation board or kit, or similar designation or otherwise not having passed all stages of full production acceptance as solely determined by Analog Devices, or to any Services, or to any products (or portion thereof) supplied or licensed by a third party (for which any warranty or services, if any, will be provided by the original manufacturer and not by Analog Devices).

**11. Warranty Limitation:** For unpackaged semiconductor dice or wafers ("Unpackaged Product"), Analog Devices's Product Warranty shall be limited to the good dice (as noted in the accompanying Wafer map) or the individually sold die. Buyer assumes full responsibility to ensure compliance with the appropriate handling, assembly and processing of Products (including, as applicable, proper die preparation, die attach, backgrinding, singulation, wire bonding and related assembly and test activities), and compliance with all guidelines set forth in the applicable Analog Devices specifications. Analog Devices assumes no responsibility for environmental effects on Products or for any activity of Buyer or a third party that damages the Products due to improper use, abuse, negligence, improper installation, accident, loss, damage in transit, or unauthorized repair or alteration by a person or entity other than Analog Devices. Analog Devices assumes no responsibility for improper backgrinding or improper singulation of Unpackaged Products. Except as expressly provided herein, Buyer shall assume responsibility for all warranty issues with respect to its customers and end users.

**12. Warranty Remedy:** Analog Devices' sole liability and responsibility for Products under this warranty is for Analog Devices to repair or replace any Product that is returned to it by Buyer or credit Buyer's account for such returned Product, provided that Analog Devices shall have the right to reject any such remedy where Analog Devices determines that the Warranty does not apply. Product returned to Analog Devices for warranty service will be shipped to Analog Devices at Buyer's expense and will be returned to Buyer at Analog Devices' expense. Analog Devices' obligation to honor its warranty for a Product is contingent upon receipt of payment in full for such Product.

**13. Warranty Disclaimer:** TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL PRODUCTS AND

SERVICES ARE PROVIDED "AS IS" AND ANALOG DEVICES EXPRESSLY EXCLUDES AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. LABELING ON PRODUCTS AND PACKAGING IS INTENDED SOLELY FOR COMPLIANCE WITH APPLICABLE LAW AND ANALOG DEVICES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, THAT ARISE FROM SUCH LABELING OTHER THAN AS REQUIRED BY APPLICABLE LAW. IN NO EVENT SHALL ANALOG DEVICES BE RESPONSIBLE UNDER ITS WARRANTY FOR ANY DEFECT THAT IS CAUSED BY NEGLIGENCE OF BUYER OR A THIRD PARTY, STATIC DISCHARGE, MISUSE OF A PRODUCT OR MISTREATMENT OF A PRODUCT. ANALOG DEVICES SHALL HAVE NO RESPONSIBILITY FOR ANY PRODUCT THAT HAS BEEN ALTERED OR MODIFIED IN ANY WAY. ANALOG DEVICES SHALL HAVE NO RESPONSIBILITY TO THE EXTENT ANY DEFECT OR FAILURE IS CAUSED BY NONCOMPATIBILITY OF THE PRODUCTS WITH OTHER COMPONENTS USED BY BUYER. ANALOG DEVICES SHALL HAVE NO RESPONSIBILITY FOR NONSTANDARD PRODUCTS, OR PRODUCTS PURCHASED OR ACQUIRED THROUGH UNAUTHORIZED CHANNELS. THE WARRANTY OF REPLACEMENT PRODUCTS SHALL TERMINATE WITH THE WARRANTY OF THE ORIGINAL PRODUCT.

**14. Buyer Warranty:** Acceptance of Products is a warranty by Buyer that Buyer is solvent as of the date of shipment. With respect to Products delivered hereunder, Buyer agrees to accept responsibility for (i) their selection to achieve Buyer's intended results, (ii) their use, (iii) the results obtained therefrom and (iv) the selection of, use of and results obtained from any equipment, programs or services not provided by Analog Devices and used in connection with Products delivered hereunder. Buyer further warrants that it is buying for its own internal use and not for individual resale, unless otherwise agreed between Buyer and Analog Devices under separate written agreement.

**15. No License:** Products or any parts thereof sold hereunder may be protected by intellectual property rights of Analog Devices, including, but not limited to, rights under issued and pending patents, mask work rights, copyright rights, trademark rights and trade secret rights. Neither the sale of Products or any parts thereof hereunder nor the provision by Analog Devices of any supporting or related documentation, technical information or advice shall confer on Buyer any license, express or implied, under any intellectual property rights of Analog Devices covering or related to (i) apparatus or circuits in which the Products or parts thereof may be used; (ii) a process, machine, use or application in connection with which the Products or parts hereof may be used; (iii) the process of their manufacturer;

or (iv) a combination in which the Products or parts hereof may be used.

**16. Limitations of Liability:** IN NO EVENT SHALL ANALOG DEVICES BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OF USE DAMAGES, DUE TO ANY CAUSE WHATSOEVER, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF ANALOG DEVICES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST ANALOG DEVICES MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS ACCRUED. FURTHER, THE TOTAL LIABILITY OF ANALOG DEVICES TO BUYER AND/OR ANY OTHER PARTY FROM ANY AND ALL LAWSUITS, CLAIMS, OR ACTIONS, IN THE AGGREGATE, SHALL NOT EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID BY BUYER TO ANALOG DEVICES FOR THE SPECIFIC SERVICES PROVIDED, PRODUCTS (AS IDENTIFIED BY PART NUMBER) SOLD UNDER THE ORDER SHIPMENT(S) AT ISSUE WITHIN THE PRIOR TWELVE (12) MONTHS THAT GAVE RISE TO THE LAWSUIT, CLAIM, OR ACTION. THE EXISTENCE OF MULTIPLE CLAIMS RELATED TO THE SAME PRODUCT AT ISSUE SHALL NOT ENLARGE OR EXTEND THIS LIMIT. ANALOG DEVICES' EXPRESS WARRANTY TO BUYER AND THE INTELLECTUAL PROPERTY INDEMNITY DESCRIBED HEREIN, WHICH ARE SOLELY FOR THE BENEFIT OF BUYER AND NO OTHER PARTY, CONSTITUTE ANALOG DEVICES' SOLE LIABILITY AND THE BUYER'S SOLE REMEDY WITH RESPECT TO THE PRODUCTS, AND ARE IN LIEU OF ALL OTHER WARRANTIES, INDEMNITIES, LIABILITIES AND REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED IN A WRITING SIGNED BY BOTH PARTIES, ANALOG DEVICES DOES NOT INDEMNIFY, NOR DOES IT HOLD BUYER HARMLESS, AGAINST ANY LIABILITIES, LOSSES, DAMAGES AND EXPENSES (INCLUDING ATTORNEY'S FEES) RELATING TO ANY CLAIMS WHATSOEVER, INCLUDING WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURIES, DEATH OR PROPERTY DAMAGE RELATING TO THE PRODUCTS SOLD HEREUNDER.

**17. Use in Life Support and Other Critical Applications:** Products sold by Analog Devices are not designed, intended, warranted or approved for use in life support, implantable medical devices, transportation, nuclear, safety or other equipment where malfunction of the Product can reasonably be expected to result in personal injury, death, severe property damage or severe environmental harm. Buyer represents and warrants that it will use appropriate safeguards to minimize potentially dangerous consequences associated with Product failure. Notwithstanding the foregoing, if Buyer uses or sells

Products in such critical applications, it does so at Buyer's own risk and Buyer agrees to defend, indemnify and hold harmless Analog Devices from any and all damages, claims, suits or expenses resulting from such use.

**18. Intellectual Property Rights Indemnity:** Analog Devices agrees to defend Buyer against any claim that a Product, as delivered by Analog Devices (or its authorized distributors) directly to Buyer, infringes a valid and enforceable United States patent, United States copyright, United States trademark or other United States intellectual property right ("IP Claim"), and indemnify Buyer against any damages arising from such IP Claim that are finally awarded to a third party by a court of competent jurisdiction, or agreed to in a settlement approved by Analog Devices in writing. The defense and indemnity obligations are conditioned upon (a) Buyer promptly advising Analog Devices of any such IP Claim or related action, (b) Buyer providing Analog Devices with sole control of the defense and settlement of any such action and (c) Buyer providing Analog Devices with all information and assistance reasonably requested by Analog Devices to defend or settle any such IP Claim. Analog Devices shall not be responsible for any settlement or compromise made without its prior written consent. If at any time use of a Product is the subject of a IP Claim or, in the opinion of Analog Devices, is likely to become the subject of an IP Claim, Analog Devices shall have the right, but not the obligation, at its sole option and expense, to either procure for Buyer the right to continue using the Product, replace or modify the Product so that it becomes non-infringing or accept the return and grant Buyer a credit for the Product as depreciated. If Analog Devices elects to accept the return of Products, then Buyer shall return to Analog Devices any and all such Products remaining in Buyer's possession, custody or control. Analog Devices shall not have any liability to Buyer for any infringement or other violation of a third party right that is based in any way upon (i) the use of the Product in combination with other products, components, equipment or software; (ii) the use of the Product in practicing any process or method; (iii) any Product that has been modified or altered; (iv) the manner in which the Product is used even if Analog Devices has been advised of such use; (v) Analog Devices' compliance with Buyer's designs, specifications or instructions; (vi) the use of the Product after Buyer has received notice of such infringement or other violation, and Analog Devices has offered a replacement, modification or refund therefor, or (vii) compliance with an industry standard or communication protocol. THE ABOVE INDEMNITY STATES BUYER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND IS IN LIEU OF ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH RESPECT TO INFRINGEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE INDEMNITY IN THIS SECTION SHALL NOT APPLY TO ANY PRODUCT IDENTIFIED AS A PRE-PRODUCTION VERSION, PROTOTYPE, SAMPLE, REFERENCE DESIGN, EVALUATION BOARD OR KIT, OR SIMILAR DESIGNATION OR OTHERWISE NOT HAVING PASSED ALL STAGES OF FULL PRODUCTION

ACCEPTANCE AS SOLELY DETERMINED BY ANALOG DEVICES, OR TO ANY SERVICES, OR TO ANY PRODUCTS (OR PORTION THEREOF) SUPPLIED OR LICENSED BY A THIRD PARTY (FOR WHICH ANY INDEMNITY WILL BE PROVIDED BY THE ORIGINAL MANUFACTURER AND NOT BY ANALOG DEVICES).

**19. Restrictions on Use:** Buyer agrees not to, directly or indirectly, reverse engineer, decompile or disassemble any Products provided to Buyer.

**20. Assignment:** These terms and conditions are not assignable by Buyer without Analog Devices' prior written consent and any unauthorized attempt to assign any rights, duties or obligations arising hereunder shall be void. Analog Devices may, as it deems necessary, subcontract any part of the work or services to be provided pursuant to these terms and conditions. These terms and conditions shall be binding upon each party and their successors and permitted assigns.

**21. Arbitration (for orders from a Buyer located in the People's Republic of China ("PRC")):** If a dispute, controversy or claim arises out of or relates to these terms and conditions, or the breach, termination or validity thereof, and if either party decides that the dispute cannot be settled through direct discussions, the parties agree to settle the dispute through arbitration, and any such dispute shall be governed by the laws of Singapore. The arbitration: (a) shall be conducted by one (1) arbitrator in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC") in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the parties; (b) the seat of the arbitration shall be Singapore City, Singapore and (c) the arbitration shall be conducted in the English language. The arbitrator shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of these terms and conditions. In each case, the arbitral award shall be in writing and shall be final and binding on the parties. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the parties or their assets. Subject to any arbitral award, costs of arbitration shall be borne equally by the parties. The arbitration requirement does not limit the right of either party to obtain provisional or ancillary remedies, such as injunctive relief, before, during or after any arbitration proceeding.

**22. Governing Law; Dispute Resolution:** Except as provided below, any and all matters in dispute between the parties, whether arising from or relating to these terms and conditions or arising from alleged extra-contractual facts including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of contract, shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, without resort to the Commonwealth's conflict of laws provisions and regardless of the legal theory upon which such matter is asserted, and any applicable United States federal law. Except as provided in Section 21

(Arbitration), the parties shall submit any claim or action arising under these Terms to the exclusive jurisdiction of the state and federal courts located in Suffolk County, Massachusetts. If Buyer is located in Europe, then any and all matters in dispute between the parties, whether arising from or relating to these terms and conditions or arising from alleged extra-contractual facts including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of contract, shall be governed by, construed, and enforced in accordance with the laws of England, without resort to England's conflict of laws provisions and regardless of the legal theory upon which such matter is asserted and the sole jurisdiction and venue for all actions related to the subject matter hereof shall be London, England. If Buyer is located in Asia or the PRC, then any and all matters in dispute between the parties, whether arising from or relating to these terms and conditions or arising from alleged extra-contractual facts including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of contract, shall be governed by, construed, and enforced in accordance with the laws of Singapore, without resort to Singapore's conflict of laws provisions and regardless of the legal theory upon which such matter is asserted, and the sole jurisdiction and venue for all actions related to the subject matter hereof shall be Singapore City, Singapore. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from these terms and conditions.

**23. Force Majeure:** Analog Devices 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 Analog Devices' control, including, without limitation, acts of nature, pandemics, epidemics, unavailability of supplies or sources of energy, riots, wars, terrorist acts, sabotage, fires, strikes, rolling blackouts, labor difficulties, delays in transportation, delays in delivery or defaults by Analog Devices' vendors, 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 a period in excess of one-hundred-twenty (120) days, Analog Devices shall have the right by written notice to Buyer to cancel the order for the Products subject to the delayed delivery without further liability of any kind.

#### **24. General**

a. **Export:** Buyer acknowledges and agrees that the Products being sold and Software provided hereunder are subject to the export control laws and regulations of the United States and/or other national governments. Buyer will comply with these laws and regulations. These laws and regulations include, but are not limited to, the U.S. Export Administration Regulations (US EAR), the U.S. State Department's International Traffic in Arms Regulations

(ITAR), sanction regimes of the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) and export laws and regulations of the European Union (EU) and/or any of its member states. Buyer shall not, without prior U.S. Government authorization, export, reexport, or transfer any commodities, software, or technology, either directly or indirectly, to any country subject to a U.S. trade embargo or sanction or to any resident or national of said countries, or to any person, organization, or entity on any of the restricted parties' lists maintained by the U.S. Departments of State, the Treasury, or Commerce. In addition, any Products sold and Software provided 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).

**b. Sales and Distribution to the United States Government:** In any contract with the United States government or in any contract that is a subcontract of any tier under a United States government contract:

i. Analog Devices accepts only those clauses of the United States Federal Acquisition Regulations (FAR) that the regulations themselves mandate be flowed-down to a party in Analog Devices' position, given all relevant limitations, including Analog Devices' status as a customer or a subcontractor and the size and type of contract; and

ii. Analog Devices retains proprietary rights in all technical data and computer software provided under such contract. Neither the United States government nor any higher-tier contractor under a United States government contract receives any rights in technical data or computer software beyond the rights provided to all commercial customers under these terms and conditions, except that Analog Devices grants to the United States government the minimum additional rights required under the narrowest applicable provisions of the FAR or DFARS. Except as specifically agreed in writing, Analog Devices will not provide certified cost and pricing data and therefore does not accept any Cost Accounting Standards, defective pricing, or audit requirements.

**c. Compliance with Laws:** Buyer shall comply, and shall cause its employees to comply, with all applicable local, national, regional and international laws, ordinances, regulations, codes, standards, directives and international conventions and agreements to the extent that any of the foregoing have the force of law by being directly enforceable by a governmental authority, a court or other proper tribunal (collectively "Laws"), including but not limited to (i) anti-bribery and recordkeeping Laws, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"), the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions ("OECD"), and the Inter-American Convention Against Corruption, (ii) environmental Laws, and (iii) import and

export control Laws, including but not limited to the U.S. Export Administration Regulations (US EAR), the U.S. State Department's International Traffic in Arms Regulations (ITAR), sanction regimes of the U.S. Department of the Treasury Office of Foreign Assets Controls (OFAC), export laws and regulations of the European Union (EU) and/or any of its member states and export laws of other national governments. Buyer shall not, without prior U.S. Government authorization, export, re-export, or transfer any commodities, software or technology, either directly or indirectly, to any country subject to a U.S. trade embargo or sanction or to any resident or national of said countries, or to any person, organization, or entity on any of the sanctioned parties lists maintained by the U.S. Departments of State, the Treasury or Commerce. Buyer shall comply, and shall cause its employees to comply, with all applicable laws, ordinances and/or directives of countries in which they conduct business as they relate to the Universal Declaration of Human Rights, child labor laws, data privacy laws, criminal reporting laws, Environmental, Health and Safety laws or any similar laws, including, but not limited to identifying and filing or purchasing (as applicable) any and all required permits, certificates, licenses, insurance, approvals and inspections required in performance of its obligations hereunder. Buyer will indemnify and hold Seller harmless to the full extent of any loss, liability, damage, or expense, including but not limited to lost profits, fines, penalties, attorneys' fees, defense expenses and court costs, for any failure or alleged failure of Buyer, its officers, employees, agents, or subcontractors to comply with the requirements of this clause.

**d. Bankruptcy or Insolvency:** Analog Devices reserves the right, by written notice of default, to cancel any order, without further obligation or liability to Buyer, on the occurrence of any of the following: (i) the insolvency of Buyer; (ii) the filing of a voluntary petition in bankruptcy by Buyer; (iii) the filing of an involuntary petition to have Buyer declared bankrupt; (iv) the appointment of a receiver or trustee for Buyer; (v) the execution by Buyer of an assignment for the benefit of creditors; (vi) the discontinuance of business by Buyer; or (vii) the sale by Buyer of the bulk of its assets other than in the usual course of business.

**e. Severability:** Should any of these terms and conditions be held by a court of competent jurisdiction to be contrary to law, that term or condition will be modified as necessary to make it enforceable to the maximum extent permissible and the remaining terms and conditions will remain in full force and effect.

**f. No Agency:** Analog Devices and Buyer are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these terms and conditions. Buyer is solely responsible for its employees and agents and shall indemnify Analog Devices against any claim, liability, cost or damage related to Buyer's actions or those of its employees or agents, including, but not limited

to, the making of unauthorized warranties or representations on behalf of Analog Devices.

g. Third Party Beneficiaries: Buyer represents and warrants that there exist no third party beneficiaries to Buyer's rights hereunder.

h. Basis of Bargain: THE PARTIES AGREE THAT THE WARRANTY DISCLAIMER, THE LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY PROVISIONS ARE MATERIAL, BARGAINED TERMS THAT ARE FUNDAMENTAL TO THESE TERMS AND CONDITIONS AND ARE REFLECTED IN THE CONSIDERATION TO BE GIVEN BY BOTH PARTIES UNDER THESE TERMS AND CONDITIONS AND IN THE DECISION BY BOTH PARTIES TO ACCEPT THESE TERMS AND CONDITIONS.

i. Separate Transactions: Each shipment made hereunder shall be considered a separate transaction. In the event of any default by Buyer, Analog Devices may decline to make further shipments. If Analog Devices elects to continue making shipments, such action shall not constitute a waiver of any default by Buyer or in any way affect Analog Devices' legal remedies for such default.

j. Entire Agreements and Amendments: These terms and conditions constitute the entire agreement between the parties and supersede all previous communications, whether oral or written, with respect to the subject matter herein. Any change to these terms and conditions may be made only upon mutual agreement of the parties in writing.