



## **SUPPLIER TERMS AND CONDITIONS**

### **APPLICABILITY**

Except as otherwise expressly provided in a writing signed by an officer of HELIX Linear Technologies, these Terms and Conditions apply to any purchase of goods or services by HELIX from a supplier ("Supplier " or " you"). HELIX reserves the right to update or modify these Terms and Conditions at any time without prior notice.

### **CONTRACT**

Your acceptance of a purchase order from HELIX, including by submission or return of an express acknowledgment thereof, submission of a response to an RFP or RFQ (including, *e.g.*, by fax or through the [helixlinear.com](http://helixlinear.com) website) or delivery of the goods or services referenced therein (in each case, a "Purchase Order") constitutes your agreement to follow and be bound by the current Terms and Conditions. For this reason, HELIX encourages you to review these Terms and Conditions whenever you consider accepting a Purchase Order. No purported change, modification or revision of a Purchase Order or any term therein (including goods, services, prices, delivery or payment terms, etc.) or in these Terms and Conditions shall be effective unless expressly agreed to in writing by HELIX, and any failure of HELIX to specifically reject (either orally or in writing) any conflicting term(s) purporting to modify a Purchase Order or any term therein or herein shall not constitute assent thereto by HELIX. Acceptance of a Purchase Order by Supplier affects a contract between Supplier and HELIX.

### **PRICES**

Except as otherwise specified in a writing signed by HELIX, prices for all goods and services shall be as specified in a Purchase Order. Supplier warrants that the prices for all goods and services sold to HELIX are no less favorable than those then extended to any other party for the same or like goods or services. In the event Supplier establishes or offers a lower price for the sale of such goods or services to any other party, from the date of acceptance of a Purchase Order to the date the invoice for same is sent to HELIX Supplier agrees to reduce such price(s) to HELIX correspondingly.

### **EXTRA CHARGES**

Except as specified in a Purchase Order, no additional charges of any kind including charges for packing, cartage, taxes, import or export duties, excises, or other extras, will be allowed or payable by HELIX unless specifically agreed to in writing in advance by HELIX.

### **SUB-CONTRACTORS**

Upon request of HELIX, Supplier will identify all sub-contractors providing goods or services in connection with Supplier's prior or prospective fulfillment of a Purchase Order; provided further that Supplier will engage any sub-contractor(s) designated by HELIX.

### **ACCESS TO FACILITIES**

Supplier shall grant reasonable access to Supplier's facilities and records (and, as applicable, to facilities and records of Supplier's sub-contractors to representatives of HELIX, as well as government and/or regulatory agencies) for purposes of assessing Supplier's compliance with all relevant legal, regulatory and contractual requirements, including those specified in a Purchase Order.

### **TAXES**

Supplier's prices shall exclude any federal, state or local sales, use or excise taxes levied upon or measured by the sale, the sale price or use of goods or services provided by Supplier hereunder. All such taxes, which are lawfully applicable and are to be paid by HELIX, shall be listed separately on Supplier's invoice(s). Tax exemption certificates or other evidence of exemption furnished by HELIX shall be accepted by Supplier in lieu of HELIX's payment of such taxes.

### **PACKAGING AND DELIVERY**

Deliveries are to be made in quantities and at times and places specified in a Purchase Order. HELIX reserves the right at any time to cancel and void an order or any part thereof without liability if delivery is not made in conformance with the applicable Purchase Order prior to 3:00 PM (local time) on the date specified. Each package to be delivered to HELIX shall be labeled with the Purchase Order number and shall specify its contents on a delivery voucher, failing which HELIX may refuse delivery and return same without liability and at Supplier's expense. Goods or deliveries, which do not conform to a Purchase Order, may be returned at Supplier's expense. Supplier warrants that goods will be packaged properly and any damage to goods due to inadequate packaging will be the responsibility of Supplier and will entitle HELIX, in addition to any other right or remedy it may have, to refuse same, at Supplier's expense.

### **TITLE AND RISK OF LOSS**

Unless otherwise provided, prices are F.O.B. at the destination specified in the Purchase Order and title and risk of loss shall pass upon HELIX's acceptance of the goods as provided herein.

## INSPECTION AND ACCEPTANCE

Goods shall be accepted when such goods have been delivered to HELIX and have passed HELIX's inspection and tests. Services shall be accepted ten (10) days after performance thereof by Supplier, absent rejection by HELIX within such time. Neither acceptance nor rejection of all or any part of such goods or services by HELIX shall relieve Supplier of any of its obligations or warranties hereunder, nor bar or Limit any claim by HELIX based upon any default of Supplier or defect in the goods or services. In no event shall payment be deemed to constitute acceptance.

In event that goods or services are rejected, HELIX may cancel the Purchase Order as to some or all such goods and services and provide notice to Supplier. Goods not accepted by HELIX (including any in excess of the quantity specified in an applicable Purchase Order) will be held at Supplier's risk; *provided that*, HELIX may (and at Supplier's direction shall) return such goods to Supplier at Supplier's risk; all transportation and handling charges, both to and from the original destination, shall be paid by Supplier; and any payment previously made for such goods shall be promptly refunded by Supplier to HELIX. Return of goods by HELIX shall not constitute a waiver of any right or remedy, which HELIX may have as a result of or in connection with same.

## COMPLIANCE WITH REQUIREMENTS

Supplier is responsible to verify and demonstrate compliance with all applicable requirements, including as specified in a Purchase Order. No audit, surveillance, inspection and/or tests made by HELIX, its representative, or representatives of its customers, wherever undertaken, shall relieve Supplier of applicable requirements nor preclude subsequent rejection of goods or services by HELIX or its customers.

## PAYMENT

Except as otherwise provided in a Purchase Order, undisputed invoices are due and payable net thirty (30) days from receipt. Disputed invoices will not become due and payable until such dispute has been resolved to the mutual satisfaction of the parties. Supplier agrees to **notify** HELIX at least forty-eight (48) hours prior to the shipment of any C.O.D. order.

## WARRANTIES

In addition to warranties implied by law, and except as otherwise provided in an applicable Purchase Order, Supplier warrants (i) that all goods supplied hereunder will be free from defects in material and workmanship and conform to and perform in accordance with all applicable requirements (including as specified in a Purchase Order), and the use or sale thereof by HELIX or its customers will not infringe or misappropriate any patent, copyright, trademark, trade secret or other proprietary right; (ii) that all services supplied hereunder will be performed in a competent and workmanlike manner by qualified personnel and will conform to all applicable requirements at the time of such performance; and (iii) that in its performance under any Purchase Order, Supplier will comply fully with all applicable federal, state and local laws and regulations.

## INDEMNIFICATION

Supplier shall defend, indemnify and hold harmless HELIX and its customers against any and all losses, claims, liabilities, costs and expenses (including but not limited to attorney fees) arising from any allegation (i) of injury to person(s) or damage to property resulting from goods or services provided by Supplier hereunder or the use thereof; (ii) of any defect in the goods or services provided by Supplier hereunder; (iii) of harm resulting from any act or omission of Supplier, its agents, employees or subcontractors; or (iv) otherwise, which, if true, would constitute a breach of Supplier's warranties hereunder. In any suit or proceeding in which Supplier is obliged to indemnify HELIX, in the event that HELIX or its customers may be enjoined from using in whole or in part, any goods or services provided by Supplier, in addition to any other right or remedy HELIX may have, Supplier, at HELIX's option and Supplier's expense, shall promptly: (i) secure on behalf of HELIX and its customers the right to use such goods or services, or (ii) modify or replace said goods or services such that they continue to meet all applicable requirements but use thereof by HELIX or its customers is not subject to injunction.

## COMMITMENTS

Unless otherwise authorized in writing by HELIX, Supplier shall not make commitments for materials nor fabricate goods intended for HELIX in advance of time necessary to permit timely delivery of same.

## CHANGES

Any proposed change(s) to goods, services, manufacturing process, materials, packaging, delivery, or sub-contractor(s) employed by Supplier in connection with a Purchase Order must be approved in advance, in writing by HELIX, and any change made by Supplier without HELIX's approval may result in cancellation of the Purchase Order or rejection of the goods or services, at no cost to HELIX. All Purchase Orders shall be subject to cancellation or modification by HELIX provided that, in the event of such a cancellation or modification, HELIX shall be responsible only for the price of goods or services accepted, if any, plus the actual, documented, reasonable costs incurred by Supplier to affect such modification or cancellation. Any increase in the price of the goods or services resulting from modification of a Purchase Order is subject to the prior written approval of HELIX.

## DEFAULT

HELIX reserves the right, by written notice, to cancel a Purchase Order without cost or liability in the event of (i) insolvency of Supplier, (ii) the filing of any petition in bankruptcy (voluntary or involuntary) seeking to have Supplier declared bankrupt. (iii) the appointment of a receiver or trustee for Supplier, or (iv) the execution by Supplier of an assignment for the benefit of creditors. If Supplier fails to perform or breaches any of the terms or conditions of a Purchase Order or these Terms and Conditions, Supplier agrees that HELIX may, immediately upon written notice to Supplier and without any cost or liability, (i) cancel any Purchase Order, in whole or in part, and/or (ii) obtain replacement goods or services from another source, and that Supplier will reimburse HELIX for any additional costs resulting therefrom.

Neither party shall not be responsible for delays or defaults that are caused by acts of God, wars, riots or other extraordinary circumstances, but only to the extent that such party's timely performance is thereby rendered impossible, in which event HELIX reserves the right to cancel any affected Purchase Order without cost or liability of any kind.

#### SPECIAL TOOLS

Unless otherwise specified, all drawings, designs, patterns, tools, dies, jigs, machinery and equipment needed by Supplier for its performance under any Purchase Order shall be obtained by Supplier at its own expense and shall be the property of Supplier. Any drawings, designs, patterns, tools, dies, jigs, machinery, equipment or similar materials provided to Supplier by HELIX shall, upon HELIX's request, be returned promptly to HELIX or otherwise satisfactorily accounted for, and Supplier, at its expense, shall insure all such items for the reasonable value thereof against loss or damage of any kind.

#### ASSIGNMENT

No Purchase Order, nor any right or obligation thereunder, may be assigned or transferred, in whole or in part, to any third party without the prior written consent of HELIX. In all events, Supplier shall remain responsible for performance of every Purchase Order and all obligations thereunder.

#### REMEDIES

To the greatest extent permitted by applicable law, and notwithstanding anything to the contrary herein, HELIX's rights and remedies hereunder and under every Purchase Order shall be cumulative and not exclusive.

#### APPLICABLE LAW

These Terms and Conditions, every Purchase Order and every contract resulting from the acceptance thereof by Supplier shall be governed by and construed according to the laws of the State of Ohio, without regard to its choice of law provisions.