Definitions. The term “Buyer” shall refer to RF Micro Devices, Inc. ("RFMD"). The term “Seller” shall refer to the supplier of goods and services under the Order and shall also include its subcontractors and any other person or entity performing any type of work for or on behalf of such supplier. The term “Order” means the purchase order issued by Buyer to Seller under which these Terms and Conditions apply. The term “goods” and “services” shall refer to the articles, materials, parts, supplies, items, equipment, work and/or services covered by the Order. In the event any Order is accepted by Buyer from Seller's wholly-owned affiliate or subsidiary, Seller shall look solely to such wholly-owned affiliate or subsidiary for the fulfillment of any and all obligations of Buyer for such Order.

Order Acceptance. Unless otherwise provided in a separate agreement (if applicable) between Buyer and the Seller whose name appears on the Order, these Terms and Conditions govern the entire agreement between Seller and Buyer regarding goods and services covered by the Order. If Buyer's Order is based on Seller's quotation, any terms in the Buyer's Order which conflict with or alter such quotation shall be void to the extent of such conflict. Any terms proposed in Seller’s acceptance of Buyer’s Order which add to, conflict with, or vary from, or conflict with the terms herein, unless expressly agreed to in writing by Buyer’s authorized representative, are hereby disclaimed. To the extent that terms and conditions set forth in the Order and those set forth herein, the terms on the face shall govern. Any reference on the face of the Order to Seller’s proposal shall be exclusive of any terms and conditions attached to such proposal or referred to therein.

Prices. Seller agrees that the price(s) set forth on the face of the Order is (are) firm, and is (are) not subject to increase. The acceptance of the Order constitutes a warranty that the price(s) to be charged for goods or services ordered herein are not in excess of prices charged to other customers for the same or like goods and services in equal or less quantities.

Invoices and Payment. Invoices shall contain the following information: Order number, item number and description, quantity ordered, unit price, extended price, total amount due, net amount due, if applicable, each amount tax exempt, tax exempt code, tax exempt number, tax exempt expiration date, the term for payment, and the due date for payment.

Taxes. Seller agrees to pay all taxes, charges, fees, levies, or other assessments imposed or collected by any governmental entity (or political subdivision thereof) on or related to any payment by Buyer to Seller for goods or services provided to Buyer. If Buyer agrees not to invoice, nor pay, any such tax unless and until the applicable taxing authority mandates that any such tax be charged for goods or services ordered herein are not in excess of prices charged to other customers for the same or like goods and services in equal or less quantities.

Delivery. Goods shall be prepared for shipment in a manner that is in accordance with standard commercial practices, and all Buyer specifications. All goods shipped by Seller shall be shipped in conformance with the terms on the Order. If applicable, ESD sensitive goods shall be appropriately packaged. Seller shall mark all containers with necessary lifting, handling, and shipping information and also Order numbers and date of shipment. An itemized packing list must accompany each shipment. Buyer may, on reasonable notice to Seller, audit Seller's books, ledgers, supporting records on all such tooling and materials and will make such inspections at any time and place as Buyer determines necessary.

Freight; Title and Risk of Loss. (a) Unless otherwise specifically provided on the face of the Order, the goods shall be shipped on a Delivered Duty Paid (DDP) basis, duty paid, in the International Chamber of Commerce’s Incoterms 2010, to Buyer’s destination specified on the Order. Any freight charges invoiced to Buyer, either by Seller or the carrier, shall be charged back to or paid by Seller. (b) Invoices received by Buyer in violation of the Order or FCA agreement, or otherwise, shall be returned to Seller, at Seller's expense. (c) Seller’s responsibility for freight charges to the destination designated on the face of the Order. Any costs incurred by Buyer as a result of Seller’s failure to comply with Buyer’s routing instructions shall be borne by Seller. (d) Notwithstanding any prior inspections, and irrespective of the Incoterm point named herein, Seller shall be responsible for the risk of loss of any goods rejected by Buyer or as to which Buyer has revoked its acceptance, from the time of acceptance by Buyer or Buyer’s agent.

Delivery. The parties agree that time is of the essence of each Order and deliveries must be received on the dates and at the destination(s) specified in the Order. If delivery is not completed within the time(s) specified, Buyer reserves the right, without liability, in addition to its other rights and remedies, to cancel the entire Order or that part of the Order not delivered, or to extend the time of delivery or payment if it is not possible, through no fault of Buyer, to accept the goods or services ordered herein. If delivery is not made within the time(s) specified, Buyer reserves the right to direct Seller to make shipment by the most expeditious means available. Seller shall bear the costs incurred by Buyer as a result of Seller’s failure to comply with Buyer’s routing instructions.

Right to Audit. Buyer may, on reasonable notice to Seller, audit Seller’s books, ledgers, supporting records, documentation and related procedures and controls, and relating to any charges paid by Buyer in connection with the Order. Seller shall maintain an inspection system or method acceptable to Buyer covering all goods or services ordered hereunder and shall keep records applicable thereto available for review and inspection at any time by Buyer. Buyer may inspect goods before and/or after they have been delivered to Buyer by the manufacturer and at Buyer’s expense. Such inspection may be made by Buyer or its agent. Seller shall provide Buyer with reasonable access to all of Seller’s books and records for such inspection purpose.

Right to Audit. Buyer, or Buyer’s designee shall have the right to access applicable areas of all facilities involved in performance of the Order and to inspect all records related thereto. This access and inspection shall be provided for the purposes of verifying the accuracy of goods and to perform assessments/audits of Seller’s facilities and records to determine or verify Seller’s capabilities and compliance with Buyer’s quality management system requirements.

Notice of Delay. Seller agrees to notify Buyer immediately of any actual or potential event or situation affecting Seller or its business (including but not limited to material or transportation shortages) which might adversely affect Seller’s timely and full performance of the Order. No such notification shall, however, affect Seller’s obligation of full performance of the Order.

Order Changes. Buyer shall have the right at any time, by written order, to suspend performance hereunder, increase or decrease the ordered quantities, or make changes within the general scope of the Order in any one or more of the following: (i) drawings, designs, specifications, or instructions for the manufacture or assembly of the goods; or (ii) quantity or time of delivery. Any such change made at least thirty (30) days (or such other period as may be specified in Buyer’s Order or FCA agreement) prior to the scheduled delivery date of the goods shall not affect the price for the Goods, and Buyer shall be without any liability or penalty for any nature whatsoever to Buyer. Solely to the extent that any such change is made less than thirty (30) days (or such other period as may be specified in Buyer’s Order or FCA agreement) prior to the scheduled delivery date of the affected items (the “Claim Items”), Seller shall immediately take all steps necessary to minimize its costs with respect to such Claim Items. If any such change causes an increase in the cost of the or time required for performance of the Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the Order shall be modified in writing accordingly. No claim by Seller for adjustment shall be valid unless asserted within twenty (20) days from the date of receipt by Seller of Buyer’s order for change; provided, however, that such period may be extended upon the written approval of Buyer. Changes shall not be binding on Buyer unless evidenced by a writing signed by an authorized representative of Buyer. Nothing in this paragraph shall excuse Seller from proceeding with the Order as changed.

Warranty – (a) Services. Seller represents and warrants that all services shall be completed in conformance with Buyer's requirements, with the care and customary skill and attention that is commensurate with competent professionals experienced in the relevant field. Further, Seller represents and warrants that the services shall be completed in accordance with applicable laws, specifications, or instructions of Buyer, and Buyer’s representative, and that the services shall be correct and complete and acceptable to Buyer. (b) Goods. Seller warrants that it has good and transferable title to the goods and that all goods provided will be new and will not be refurbished unless purchased of use or refurbished goods is expressly stated in the Order. Seller warrants that all goods delivered shall be free from all defects and shall conform to all applicable specifications and any statements of work performed by an authorized representative of Buyer for a period of twelve (12) months from the date of acceptance by Buyer or for the period provided in Seller's standard warranty program for the goods, whichever is longer. Seller hereby agrees that it will make spare parts available for a period of seven (7) years from the date of shipment at Buyer’s then current price, less applicable discounts. Additionally, goods purchased shall be subject to all written and oral express warranties and conditions, and warranties implied by law, including, but not limited to any warranty of merchantability or fitness for a particular purpose, or other similar condition. All warranties shall run both to Buyer and to its customers. If Buyer identifies a warranty problem with the goods during the warranty period, Buyer will promptly notify Seller of such problems and will return the goods to Seller, at Seller’s expense. Within five (5) business days of receipt of the returned goods, Seller shall, at Buyer’s option, either repair or replace such goods or credit Buyer’s account for the same. Replacement and repaired goods shall be warranted for the remainder of the warranty period or six (6) months whichever is longer.

Tooling, Materials, Designs, Drawings, Equipment. Title to all tooling and materials furnished or provided for by Buyer under the terms of this Order, shall remain in Buyer. Seller agrees that it will follow reasonable industrial practice in the identification and maintenance of property control records on all such tooling and materials and will make such records available for inspection at Buyer's request. After delivery or termination or completion of the Order, and upon the request of Buyer, Seller shall make such tooling and materials available for disposition by Buyer. Seller agrees that it will use any tooling, materials, drawings, designs, or specifications furnished or provided by Buyer only in connection with the design, development, or production of the goods or services called for in the Order and will not use any such items for any other purpose or disclose any such information to any third party except with Buyer's prior written consent. Seller warrants that all designs, drawings, specifications, or information that it furnishes. Upon completion or termination of the Order, all items furnished by Buyer shall be returned to Buyer in good condition as when received ordinary wear and tear excepted.

Indemnity and Insurance. Seller shall indemnify, hold harmless, and at Buyer's request, defend Buyer, its officers, directors, customers, agents and employees, against all claims, liabilities, damages (including incidental damages), losses, and expenses, including legal costs arising in any way connected with the Goods or services provided to Buyer pursuant to an Order, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property (ii) Seller failing to satisfy any tax authority guidelines, applicable laws or regulations for an independent contractor, (iii) any claim based on the negligence of Seller's Agents, (iv) Seller failing to satisfy its obligations with regard to the protection of Confidential Data as described in Section 17 below, (v) Seller failing to comply with a requirement of applicable law, and (vi) any claim by a third party against Buyer or any of Buyer’s customers or suppliers or any other person or any organization, including but not limited to personal injury or property damage caused by any of Seller’s agents, servants, contractors or others. Seller shall have no liability or responsibility to Buyer for any third-party claims for which Seller is not required to indemnify Buyer under this Section 12. The parties agree that Seller's obligations under this Section shall survive the expiration or termination of this Agreement for any reason.
16. Assignment and Subcontracting. Seller shall not assign or transfer any of its rights, or delegate any of its duties or obligations under the Order, or subcontract any work to be performed hereunder, or any portion thereof, without the prior written approval of Buyer, provided that this Section shall not affect Buyer’s right to designate a standard commercial supplier in performing its obligation hereunder. Any attempted assignment or delegation in violation of this paragraph shall be null and void.

17. Confidential Information. In the event of breach of this Agreement, Seller may receive confidential information of Buyer, including, but not limited to trade secrets, know-how, inventions, software programs, applications, documentation, schematics, processes, knowledge of facts, and all other information, processes, designs, data, test data, work in progress and samples (“Confidential Information”), whether in oral, written or electronic form. Seller agrees to disclose such information only to its employees or agents, or to such third parties as are bound to confidentiality, to use such information only in connection with the Order, to keep such information confidential and to return all copies of such information to Buyer without duplication, shall pay the following amounts: (i) the contract price for all goods and services completed in accordance with the Order and not previously paid for by Buyer; (ii) the contract price for all other Manufacturing Materials and work in progress; (iii) the contract price for all other work on the Order or from the performance or breach thereof; (iv) the contract price for all other work on the Order or for the benefit of creditors.

18. No Agency. The Parties do not intend that any agency or partnership relationship be created between them by this Agreement.

19. Waiver. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision. No waiver of any provision hereof or of an Order shall be effective unless in writing, and shall constitute a continuing waiver.

20. Termination

20.1 Termination for Convenience. (a) Buyer may terminate the Order for convenience, in whole or in part, at any time by written notice. Upon such termination Seller shall, to the extent specified by Buyer, stop all work on the Order, and cause its suppliers or subcontractors to stop work. Charges for any such terminated work shall be determined as if performance on the Order had been completed in progress at the time of such termination, in an amount which Seller can demonstrate were properly incurred prior to the date of termination. In no event will Buyer reimburse Seller for inventory or services in excess of those required to meet Buyer's schedule for fulfilling forecasts for future deliveries made under the Order. (b) Within thirty (30) days from such termination Seller may submit to Buyer its written claim for termination charges, in the form and with the certifications prescribed by Buyer. Failure to submit such claim within the time period specified shall cause such liability arising out of such termination.

20.2 Buyer may, by written or electronic notice, terminate the Order, in whole or in part, if Seller: (a) fails to perform any of its obligations under this Agreement or performs the services within the time specified on the Order as approved for Buyer; or (b) fails to replace or correct defective goods or services in accordance with the “Warranty” and “Inspection”; or (c) fails to perform any of the other provisions of this Agreement which is material to the performance of the Order and which Buyer is responsible for any commitments made by Seller in advance of those necessary to comply with the delivery schedules set forth in the Order. Payments made under such subparagraph shall not exceed the adequate price of any goods or services otherwise made or to be made. Seller shall transfer title and to deliver to Buyer in the manner, time and to the extent reasonably directed by Buyer such completed goods, partially completed goods, materials, parts, dies, jigs, plans and specifications (“Manufacturing Materials”) and contract rights as Seller has produced or acquired for the performance of its obligation hereunder and as specified by Buyer in its request therefor.

21. Compliance with Laws and Code of Conduct. Seller agrees that its performance under the Order shall not violate any applicable United States and foreign laws, statutes, rules and regulations that are in effect from time to time, including all applicable policies, orders, decrees and interpretations issued by any governmental agency or body with authority to oversee or enforce such laws and regulations and with authority to take any action in response to Seller’s or Buyer’s Business. Such laws include, but are not limited to: (1) all United States laws that 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, (2) all applicable anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act, and (3) all laws relating to environmental, occupational safety and health (OSHA) and the Waste Electrical and Electronic Equipment (WEEE) Directives. Seller further agrees to comply with the terms, as amended from time to time, of Buyer’s Business Conduct Requirements and Supplier’s Conduct Requirements (the “CFSI CMRT”)

22. Gratitudes. Seller further agrees not to offer or give any employee or independent contractor any gratuity, payment or other inducement with a view toward securing business from Buyer or influencing the performance, conditions or performance of any of its obligations under the Order. Seller and Seller’s Agents providing goods or services to Buyer fully comply with the United States Foreign Corrupt Practices Act (“FCPA”), the principles of the Organization for Economic Co-operation and Development (OECD) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the “OEC Convention”) and all antitrust laws in all countries in which the goods are delivered or transported or services performed, and all rules, regulations, laws and requirements of United States and foreign law relating to bribery or anti-bribery.

23. Ownership of work product. For purposes of this Agreement, “Work Product” includes, without limitation, all designs, design rights, discoveries, creations, works, devices, masks, models, work in progress, process deliverables, inventions, products, computer programs, process improvements, developments, drawings, notes, documents, information and materials made, conceived, or developed by Seller, alone or with others, which result from or relate to the services performed pursuant to the Order, and all copies thereof, are “works made for hire” as defined in the United States Copyright Act (17 U.S.C. Section 101). Standard goods manufactured by Seller and sold to Buyer without having been designed, customized, or modified for Buyer do not constitute Work Product. All Work Product shall at all times be the sole and exclusive property of Buyer, and Seller shall not be entitled to use or re-engineer any Work Product without the prior written consent of Buyer. Seller hereby agrees to irrevocably assign and transfer to Buyer and does hereby assign and transfer all right, title, and interest in Buyer and Seller’s respective rights with respect to all associated intellectual property rights. Buyer will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications and any other intellectual property, to register trademarks and service marks, to register and maintain registrations for copyright or trademark in its own name, or to follow any other procedure that Buyer deems appropriate. Seller agrees: (a) to disclose promptly in writing to Buyer all Work Product information and knowledge of any kind that may be obtained by Seller in its work, expense, testing, or performance of the Order, whether complete or incomplete, whether or not original works and whether complete, secure, perfect, register, apply for, maintain, and defend for Buyer’s benefit all copyrights, patents, trademarks, mask work rights, trade secrets, and all other proprietary rights or statutory protections in and to the Work Product in Buyer’s name as it deems appropriate; and (c) to otherwise treat all Work Product as Buyer Confidential Information as described above and with all the obligations and terms hereunder.

25. Force Majeure

25.2 Buyer may, by written or electronic notice, terminate the Order forthwith. Buyer will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller’s own time using government property, supplies, data, or trade secrets. Buyer hereby agrees to such works relate to Buyer’s business, or Buyer’s actual or demonstrably anticipated research or development, or (ii) such works result from any services performed by Seller for Buyer.

28. Compromise

28.1 Buyer further agrees not to offer or give any employee or independent contractor any gratuity, payment or other inducement with a view toward securing business from Buyer or influencing the performance, conditions or performance of any of its obligations under the Order. Seller and Seller’s Agents providing goods or services to Buyer fully comply with the United States Foreign Corrupt Practices Act (“FCPA”), the principles of the Organization for Economic Co-operation and Development (OECD) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the “ODCR Convention”) and all antitrust laws in all countries in which the goods are delivered or transported or services performed, and all rules, regulations, laws and requirements of United States and foreign law relating to bribery or anti-bribery.

29. Survival of obligations. Any obligations and duties that by their nature extend beyond the expiration or termination of the Order or other obligation hereunder shall survive the expiration or termination of this Agreement.
32. **Certifications and Representations**: Seller acknowledges that Buyer will rely upon Seller certifications and representations contained in this clause and in any written offer, proposal or quote, or company profile submission, which results in award of a contract to Seller. By entering into such Contract, Seller makes the certifications and representations set forth below. Seller shall immediately notify Buyer of any change of status regarding any certification or representation.

33. **FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts exceeding $150,000) (SEP 2007)**

(a) Definitions. As used in this provision:—“Lobbying contact” has the meaning provided at 2 U.S.C. 1602(b). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The Seller hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of a Contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Seller with respect to a Contract, the Seller shall complete and submit, with its offer to Buyer, ONB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Seller need not report regularly employed officers or employees of the Seller to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into a Contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

34. **FAR 52.209-5 Certification Regarding Responsibility Matters (APR 2010)**

(a) (1) The Seller certifies, to the best of its knowledge and belief, that:

   (i) The Seller and/or any of its Principals—

   (A) Are not presently debarred, suspended, or otherwise ineligible for the award of contracts by any Federal agency;

   (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

   (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

   (D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

   (1) Federal taxes are considered delinquent if both of the following criteria apply:

   (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

   (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

   (2) Examples.

   (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

   (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

   (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

   (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) Seller has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment; and similar positions).

(b) The Seller shall provide immediate written notice to Buyer if, at any time prior to contract award, Seller learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Seller knowingly rendered an erroneous certification, in addition to other remedies available, Buyer may terminate this contract for default.