Greetings,

Thank you for choosing Maxim Integrated Products. Attached you will find the New Customer Information Packet. We compiled the attached packet to assist with the new supplier set up process in our customers’ systems. Please review the information included and do not hesitate to contact us with any questions or if you should need more information.

Thank you,

The Maxim Customer Operations Team

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Document Title
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Quality Engineering Information
Maxim Credit Application for Net terms
Blanket Tax Exemption Form
Maxim W-9
Maxim Banking Information
Maxim Terms and Conditions of Sale
Counterfeit Policy
Insurance Policy
List of Maxim Contacts

Customer Operations - Americas Maxim ordering website..................
Customer support website...

Maxim Technical Support............................888-629-4642
Technical Support Website.....

Accounting Contacts:
Accounting Email.........................credit.collections@maximintegrated.com
For invoice copies: .......................CopyInvoice.Requests@maximintegrated.com
Facilities Information

Locations:

San Jose, CA (HQ)
Area: 430K sq. ft.
Corporate Headquarters, Office Space, Engineering, other

Beaverton, OR
Area: 222K sq. ft.
Wafer Fab, Engineering, Office Space, Engineering

Cavite, the Philippines
Area: 237K sq. ft.
Manufacturing, Engineering, Administration, Office
Space, Shipping and other

Chonburi Province, Thailand
Area: 144K sq. ft.
Manufacturing, Engineering, Administration, Office
Space, Customer Service, and other

Number of Worldwide Employees: ~7040

Shift Information: 24 Hrs per day, 7 days a week
Corporate Information and Links

Founded: 1983

Maxim Address: 160 Rio Robles
San Jose, CA 95134

Corporate website: www.maximintegrated.com

Maxim Headquarters (Phone): P (408) 601-6000


D&B DUNS Number: 10-211-2489

Tax ID: 94-289-6096

Cage Code IES66

NAICS Code 334410

Congressional District 14

ITAR M16981

CEO: Tunç Doluca
VP Quality: Bryan Preeshl

Top Customer Examples: EMC, Huawei, IBM, Motorola, Siemens, Sony

Primary Products: BiPolar and CMOS Integrated Circuits
Module Devices

Manufacturing Facility Locations: Beaverton, OR
Philippines
Thailand

Major Subcontractors: ATP, UTL, UDG, Carsem, ATK, Cirtech
UNISEM, HANA, ATEC, ASE
<table>
<thead>
<tr>
<th>Manufacturing Processes Used:</th>
<th>Various Clean Room Facility (class1) No CFC’s used</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontracted Processes</td>
<td>Integrated Circuit Assembly Some Wafer Fab, Module Assembly, Tape &amp; Reel Mounting, and Final Test</td>
</tr>
<tr>
<td>Number of Worldwide Employees:</td>
<td>~ 7040</td>
</tr>
<tr>
<td>Shift Information:</td>
<td>24 Hrs per day, 7 days a week</td>
</tr>
<tr>
<td>Other Company Information</td>
<td>100% Commercial Non-Union EFT &amp; EDI Capable</td>
</tr>
<tr>
<td>Product Certifications:</td>
<td>Underwriters Laboratories Inc. (UL)</td>
</tr>
</tbody>
</table>
QMS Frequently Requested Information

QUALITY MANAGEMENT SYSTEM (QMS)

- Maxim has a Quality Manual which can be found on line at: https://www.maximintegrated.com/en/support/qa-reliability.html/tb_1
- Maxim operates a comprehensive quality management system, conducts extensive reliability qualification and monitoring of products, and provides global customer quality and failure analysis support.
- Maxim Quality Assurance Manual describes the quality management system, and is meant to be a general guide through the many areas of program.
- The Quality Management system contains or references the procedures in the QMS and describes their interaction.

CONTROL OF DOCUMENTS

- All procedures, specifications, processes, test programs and other documentation for the consistent manufacture and maintenance of Maxim’s quality standards, are documented, controlled and entered into Document Control System.
- Any change to the initial baseline will be documented by the subsequent ECN's.
- Any changes to the initial baseline will be numbered, tracked and archived in a controlled fashion.
- All document changes will be handled in a controlled manner, and not implemented unless approved by pre-designated personnel.
- Document Control maintains a minimum sign-off list for each type of ECN.
- After approval, obsolete documents are removed from all control points and replaced with the current version.

CONTROL OF RECORDS

- There is a procedure for retaining Maxim quality records including the identification of all quality records and the specification for their retaining periods.
- Records are sufficient to provide for analysis of conformance to customer requirements, incidents or trends affecting product quality or reliability and to provide evidence to support corrective action or effectiveness of corrective action implemented.
• Each area affecting product quality are identify and maintain records of all their activities and are retained for a specified period of time.

MANAGEMENT RESPONSIBILITY

• Top management reviews the organization’s quality management system at planned intervals to ensure its continuing suitability, adequacy and effectiveness.
• Maxim Quality Policy is pragmatic which reflects our philosophy that quality is more than a noble issue: “Customer Require Quality, Quality Improves Profitability”.
• Annual reviews of the Product Assurance Program will be held with Executive Management responsible for product quality.
• Quality planning is conducted to ensure the requirements for product quality are met.
• Measurements at specified stages of design and development are defined, analyzed and reported with summary results as an input to management review.
• Top management reviews the organization’s quality management system at planned intervals to ensure its continuing suitability, adequacy and effectiveness.
• QMS review includes input from internal audits, customer feedback, process performance and product conformity data.

RESOURCE MANAGEMENT

• Top management prepares contingency plans to satisfy customer requirements in the event of an emergency such as utility interruptions, labor shortages, and key equipment failure and field returns. Product safety, if applicable should be addressed as well.

TRAINING

• Maxim ensures that employees have the education, training, skills or experience necessary to meet specified requirements.
• All employee/operators performing work affecting product quality are trained, tested and certified to an established level of proficiency.
• Training certificates establishing proficiency are kept in the employee's training or permanent file.
• All other employees are considered to be qualified as a condition of and as a consequence of their being hired.
• Managers are responsible for identifying any additional training needs of their subordinates and keeping records of additional training completed.

PRODUCT AND PROCESS REALIZATION

• The process for product realization is available and ready for use for all new products.
• Data sampling for automotive devices is zero (0) acceptance level.
• The organization ensures the personnel with product design responsibility are competent to achieve design requirements and are skilled in applicable tools and techniques.
• Customer communications of information relative to product and process realization (product information, inquiries, contacts or orders, customer feedback and complaints) as to channel and contacts has been defined.
• Design and development validation are performed in accordance with customer requirements, as applicable, including program timing.
• A multi-disciplinary Design and Development Planning Team will be formed for each new product introduction to include design, manufacturing, engineering, quality, production and others.
• Plan includes determination; design and development stages; review, verification and validation for each stage; and responsibilities and authorities for design and development.
• Prototype program and control plans will be included in the APQP process when required by the customer.
• Production Part Approval Process (PPAP) will be completed according to AIAG PPAP Reference Manual.
• Process Design and Development input are identified and documented and reviewed including product design output data, targets for productivity, process capability and cost, customer requirements if any and experience from previous developments.
• The organization identifies special characteristics and include them in the control plan, comply with customer specified definitions and symbols.
• Manufacturing design process output are expressed in terms that can be verified against manufacturing process design input requirements and validated.
• Design and development review, design and development validation and design and development verification is applicable to manufacturing process introduction as well.
• Measurements at specified stages of design and development are defined, analyzed and reported with summary results as an input to management review.
• Changes to design and development of manufacturing process are properly and timely documented.

PURCHASING

• Vendors and suppliers of critical materials and services will be controlled in such a way as to ensure that products of consistent quality are received from an approved source.
• All critical materials and services must be procured from approved vendors.
• Once adequate performance has been established and/or the vendor is approved, the vendors are listed on the “approved Vendors List”.
• A vendor quality rating system will be used, as appropriate, for selected Maxim Suppliers.
• The vendor quality rating may me results of a vendor’s historical performance through site surveys, shipment inspections, supplier corrective action requests, and/or other selected quality indices.
• All critical materials will be purchased and inspected in accordance with the applicable procurement document, customer and regulatory requirements, if any.
• The procurement document will specify the acceptance requirements and/or tests that the material must be capable of passing, and any additional requirements which is substantiated by a vendor supplied C of C/A, and/or successful completion of incoming inspection.
• When an Incoming Inspection report is generated, any discrepancies will be noted on this report.
• All discrepant material will be identified and dispositional by using the MRB/eMRB system.
• Any material scrapped is submitted to the MRB/eMRB.

PRODUCTION CONTROL

• All critical manufacturing materials and piece parts are handled in a manner that prevents their damage, loss, deterioration, degradation or loss of identity.
• Static Sensitive material are handled in accordance with accepted and established ESD controls and only at a static safe workstation.
• Each manufacturing and inspection operation have documentation which substantiates the identification of the material, segregation of unqualified material and work-in-process.
Throughout the manufacture of product, sufficient inspections will be performed by manufacturing or QA inspectors to ensure that proper processing and standards of manufacture are continually upheld.

• Status of the material will be clearly indicated and the results of the inspection recorded.
• Discrepant material will be dispositioned through the proper rework flow.
• Manufacturing, inspection and storage areas are environmentally controlled where necessary so that activities in these areas will be clean, orderly and have an appropriate environment that is suitable to ensure product quality and reliability.
• Environmental controls standards refer to temperature, humidity and particulate count.
• Temperature and humidity limits are recorded on a continual basis through the use of self-recording instruments.
• Maxim uses a sampling plan based on the 0.1%AQL, C=0.
• 0.1% AQL sampling is to be used at final lot acceptance inspections before inducting newly manufactured product into the warehouse for shipment.
• Product that has successfully completed all prescribed manufacturing steps will become available for shipment.
• Prior shipment, a QA Outgoing Inspection (“Plant Clearance”) will be performed to ensure compliance to the order, customer contract and internal specifications.
• The material will be packed in means that will prevent damage and protect the product from any normal shipping occurrence while maintaining traceability.

VALIDATION OF PROCESSES

• The manufacturing design process output are expressed in terms that can be verified against manufacturing process design input requirements.
• Manufacturing process design output includes specification and drawings, manufacturing process flow charts/layout, manufacturing process FMEAs, control plan, work instructions, process approval acceptance criteria, data for quality, reliability, maintainability and measurability, result of error-proofing activities as appropriate and methods of rapid detection and feedback of product/manufacturing process nonconformities.

ID & TRACEABILITY

• All products are to flow through manufacturing and inspection activities in a controlled fashion defined by a traveler, routing card and Computer Aided Manufacturing (CAM) process sequence.
• Identify of the process and materials used during manufacture are maintained up to and through customer receipt.
• Every product is marked with a unique traceability code that goes beyond the usual standard date code.
• Standard code provides traceability through assembly, die type/revision, fabrication location and fab lot number.
• Maxim’s unique traceability code provides traceability through assembly, die type/revision, fabrication location, and fabrication lot number.
• Each product is processed through a pre-defined sequence of manufacturing and inspection steps which is supplemented by the use of a paper lot traveler.
• During processing, the date each step is performed, the operator’s signature, quantity in and quantity out are recorded as a minimum.
• Process and material traceability are maintained of file for a specified length of time.

CUSTOMER PROPERTY

• The company has no customer property in house but should there be in the future, it will be treated like Maxim’s regular material, product and equipment and will be handled in accordance with applicable procedure.

PRODUCT PRESERVATION

• Each area are provided with proper storage for the materials and work-in-process which are not being currently processed.
• Material requiring age control are identified and stored in a manner which allows sufficient control and does not hasten the time limit for usefulness.
• Inventory Management System are employed to optimize inventory turns over time and assure stock rotation such as FIFO.
• Boxstock product that is over two years old will be segregated, tested and remarked, if possible to verify that it meets current product assurance requirements.

CONTROL OF MEASURING DEVICES

• Measurement and test equipment are capable of the required accuracy and are calibrated and maintained to the requirements of ANSI/NCSL Z540.
• Equipments have documented maintenance and calibration procedures to ensure continuing process capability.
• Records of maintenance and calibration are maintained and the calibration status of any item will be clearly visible.
• Equipments found to be out of calibration, the validity of previous inspections results will be assessed and documented.
• All test and measurement equipment will be entered into the calibration system.
• Equipments that is past due for calibration is to be identified tagged and immediately removed from use in production.
• An Equipment history are kept on each item recording the equipment description, frequency of calibration, date of last calibration, date due for next calibration and calibration results.
• Test equipment is calibrated by trained personnel.
• All equipment listed in the control plan for measurement are subjected to MSA or GR&R as per applicable procedures once and upon change or modification of the equipment.
• Maxim utilizes predictive maintenance methods, where applicable, to continually improve the effectiveness and the efficiency of production equipment.
• Calibration records regarding the calibration history of equipment including the calibration certificates received from in-house calibration or subcontracted calibration source are maintained.

CUSTOMER SATISFACTION

• Maxim will maintain a focus on its customers, the very foundation of our business.
• We will strive to meet or exceed customer expectations, and ensure that there is a clear communication between the customer and Maxim.
• Requests for information or complaints will be promptly responded to.

ESDS HANDLING

• JESD-625 is used for controlling the handling of ESDS devices.
• Electrostatic Discharge protection are provided for sensitive devices whenever handled.

INTERNAL AUDIT

• Quality Assurance organization is responsible for establishing and maintaining an internal self audit program for the purpose of ensuring corporate compliance to internal
procedures, customer contracts and Military specifications and the Product Assurance Program.

• Quality Assurance Organization is also responsible for establishing and maintaining Quality Management System Audit, Manufacturing Process audit and Product Audit as applicable in each area to be audited.

• The audit consist of checklists and guidelines established and entered into document control.

• Frequency of audits for any area is at least annually.

• Audit deficiencies are written and discussed with the area manager before publication.

• Area manager is expected to correct the problems in a timely manner – a written commitment from the area manager is submitted defining the timing and corrective actions to be undertaken in order to correct the identified problems.

• Management will routinely review the quality systems based on the audits – quality management at each site will issue quarterly reports to Executive Quality Management on audit status, identifying commitments from each area, highlighting open action items, or commitments not forthcoming.

• List of Internal Auditors are maintained by each facility and reported to HQ QMS Manager on a regular basis.

MONITORING & MEASUREMENT OF PROCESSES

• Maxim develops and implements process flows, process FMEAs and control plans for all automotive operations as minimum.

• Maxim monitors process data and conducts analysis of these data for continuous improvement of operations.

• The organizations subscribes to AIAG Measurement System Analysis for new equipments and GR&R for legacy equipments.

MONITORING & MEASUREMENT OF PRODUCTS

• Products are monitored or measured for their characteristics.

• Maxim prepares documented work instructions for all operations that impact product quality.

• Instructions are based from quality plan, control plan and design provisions.

• Machines and equipments are subjected to either/or/combination of calibration, preventive maintenance and MSA/GR&R as defined in the applicable procedure.

• Documented procedures have been implemented that contain acceptance criteria.
CONTROL OF NONCONFORMING PRODUCT

• Maxim segregates, hold and disposition nonconforming products and execute action as necessary for proper release/shipment of good products.
• No nonconforming materials can be moved to the operation flow without proper release/authorization for processing and/or shipment.
• Dispositions as scrap are executed as early as possible to avoid mixing with the good parts.
• Parts not meeting specifications may be submitted for customer waiver upon by QA management – only customer approved waiver can be released.
• Suspected products are included in the classification of nonconforming products and will be subjected to all actions listed in the applicable procedure.
• Containment and Corrective Actions are initiated as necessary.

ANALYSIS OF DATA

• Maxim collects and analyzes appropriate data to demonstrate the suitability and effectiveness of the QMS and continuous improvement purposes.
• Departments defines performance metrics and corresponding goals for monitoring and trending for continuous improvement.
• Analysis and reporting of data are done at regular interval and as often as needed.
• The data analysis supports the objective for development of priorities for prompt solutions of customer issues, supports all relevant decision making, supports long term planning activities and supports timely reporting to top management.

CONTINUAL IMPROVEMENT

• Quality goals and objectives are set for departments, groups and individuals to ensure the organizations is working in concert toward a common purpose which is consistent with the overall Maxim Quality Policy.
• Quality objectives support the Maxim quality policy by requiring continual improvements in the areas that provide the best opportunities for customer satisfaction and improved profitability.
• Quality objectives are measurable objective to improve the performance of the company as it related to the principles outlined in the quality policy.
• Quality Management recommends specific quality objectives to managers in other departments – objectives will be entered into the quarterly goals for key managers and engineers in areas designated for improvement.

CORRECTIVE ACTION

• Corrective actions are concise plans that are designed to remedy identified areas of factory discrepancy – this high corporate priority plans are designed to eliminate the cause of nonconformities in order to prevent recurrence.
• Execution of an assigned corrective action is a necessity for maintaining a Product Assurance System that is effective, responsive and dynamic.
• There are three types of corrective actions at Maxim: Internal Corrective Actions (ICAR), Supplier Corrective Actions (SCAR) and Customer Corrective Actions (CCAR).
• ICARs are initiated when discrepancies are identified to be solely a part of the inner workings of Maxim.
• SCARs are generated as part of Maxim’s subcontractor control program.
• CCARs are requested by Maxim’s customers or driven by a customer complaint or comment.
• These corrective actions requires a written commitment and formal response.

PREVENTIVE ACTION

• As part of the preventive actions for Maxim, a thorough review of customer requirements to produce accurate and complete work instructions for how to build conforming product and services.
• Maxim ensures that personnels are properly trained in all areas with the existing document requirements, procedures and work instructions.
• The organization identifies test and inspection points to provide short feedback loops for control purposes, and to prevent nonconforming material from being processed further.
• Maxim controls over vendor capabilities and incoming subparts to prevent defective material from reaching production operation.
• Corrective and preventive actions incorporate error proofing techniques as much as possible.
# CREDIT APPLICATION REQUEST

<table>
<thead>
<tr>
<th>Customer Company Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sold To / Bill To</strong></td>
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<tr>
<td>Address Line 1</td>
<td></td>
</tr>
<tr>
<td>Address Line 2</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td></td>
</tr>
<tr>
<td>Zip/Post Code</td>
<td></td>
</tr>
<tr>
<td>Country</td>
<td></td>
</tr>
</tbody>
</table>

| **Finance Department / Accounts Payable** |  |
| Name |  |
| Title/Position |  |
| Telephone |  |
| Email |  |

| **Purchasing Department / Buyer** |  |
| Name |  |
| Title/Position |  |
| Telephone |  |
| Email |  |

| Website |  |
| Tax ID or VAT # or Tax-Exempt ID |  |
| DUNS or D&B number |  |
| EIN or Company Registration number |  |

By signing this form customer accepts and agrees to terms and conditions and authorizes the release of financial information requested by Maxim Integrated for the purpose of determining extension of credit. Maxim treats all financial information as Confidential. The customer is authorized to sign on behalf of the company and represents warranty that the information provided is true and accurate. Terms and conditions can be found following this link: [https://www.maximintegrated.com/en/aboutus/legal/terms-conditions.htm](https://www.maximintegrated.com/en/aboutus/legal/terms-conditions.htm)

| Date |  |
| Title/Position |  |
| Full name / Signature |  |

For Inquiries pls contact  credit.collections@maximintegrated.com
Send Payment Remittance Advice to paymentadvice.mesc@maximintegrated.com
California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller’s permit number: _____________________________

2. I am engaged in the business of selling the following type of tangible personal property: _____________________________

3. This certificate is for the purchase from _____________________________ of the item(s) I have listed in paragraph 5 below. [Vendor’s name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item’s purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

   Electronic components and accessories

6. I have read and understand the following:

   For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or $500, whichever is more.

______________________________
NAME OF PURCHASER

______________________________
SIGNATURE OF PURCHASER, PURCHASER’S EMPLOYEE OR AUTHORIZED REPRESENTATIVE

______________________________
PRINTED NAME OF PERSON SIGNING

______________________________
ADDRESS OF PURCHASER

______________________________
TELEPHONE NUMBER   DATE
Maxim Integrated  
160 Rio Roble  
San Jose, CA 95134  
408-601-1000

| Ship to account: |  
| For TX and other States |  

**Blanket Exemption/Resale Certificate**

If you intend this to be a Single Purchase Certificate rather than a Blanket Certificate, please check this box □

Name of Company:  
Company address:  
City and State:  
Permit or Registration Number:  
If no Permit or Registration Number, provide the reason one is not required:  

The purchaser named above, claims an exemption from payment of sales and use taxes for the purchase of the items described below.

Seller: Maxim Integrated  
Address: 160 Rio Robles, San Jose, CA 95134  

Description of items to be purchased: **Electronic components and accessories**

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:  

Reason items purchased are non-taxable:  
___Purchased for resale*
___Will become an ingredient or component part of tangible personal property manufactured for ultimate sale.
___Other (describe)  

I certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. I further understand that it is a criminal offense to give an exemption/resale certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate.

Signature of Purchaser:  
Title:  
Date:  

* To qualify in Texas, items purchased for resale must be resold within the geographical limits of the United States, its territories, possessions or Mexico.
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return): Name as requested on this line, do not leave this line blank.

Print or type. Enter all information exactly as shown. See instructions on page 3.

Exemption code (if any)

Other (see instructions) ▶

Address (number, street, and apt., if any; or suite no.) See instructions.

City, state, and ZIP code

Part I

Taxpayer Identification Number

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Part II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must: (a) cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, first-time homebuyer credit, casualty losses (including theft), and any other tax year, see Form 5498 for instructions on how to report the interest or dividends paid. (b) Sign Form W-9 here. (c) Use both sides of Form W-9, if necessary. You are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1088-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
July 17, 2014

Dear Customer,

With regards to payments intended for Maxim Integrated Products, please use below payment instructions:

WIRE/ACH INSTRUCTIONS

TRANSFER AMOUNT: USD

ABA NUMBER:
- 026009593 - Wires
- 121000358 - ACH

TO BANK:
BANK OF AMERICA NT & SA
CUSTOMER SERVICE AMERICA 1233
100 West 33rd Street
New York, NY 10001

BENEFICIARY: MAXIM INTEGRATED PRODUCTS

ACCOUNT NUMBER: 1233257414

SWIFT CODE: BOFAUS3N

Once wire transfer has been completed, please e-mail wire transfer confirmation and details of what invoices (if numerous, in excel spreadsheet format) are covered by the above wire transfer to PaymentAdvice.MESC@maximintegrated.com

NOTE: Customer will be liable for any applicable bank/service fees that are imposed by their own financial institution(s) in connection with this remittance.

Thank you and best regards,

Ralph Montforts
World Wide Credit & Collections Sr. Manager
Maxim Integrated

Digitally signed by Ralph Montforts
DN: cn=Ralph Montforts, ou=People, o=Maxim Integrated, oc=internal, dc=maxim-ic
Date: 2014.07.18 11:46:34 -07'00'
March 22, 2017

Dear Customer,

With regards to payments intended for Maxim Integrated Products International Limited, please use below payment instructions:

**WIRE INSTRUCTIONS**

**TRANSFER AMOUNT:** USD

**TO BANK:** BANK OF AMERICA N.A.
   Dublin Branch, Republic of Ireland
   2 Park Place, Hatch Street, Dublin 2
   Republic of Ireland

**BENEFICIARY:** Maxim Integrated Products International Ltd

**ACCOUNT NUMBER:** 55232022
**SWIFT CODE:** BOFAIE3X
**BANK SORTING CODE:** 9900 61
**IBAN:** IE47 BOFA 9900 6155 2320 22

Once wire transfer has been completed, please email wire transfer confirmation and remittance details (if numerous, in Excel format) to PaymentAdvice.MESC@maximintegrated.com.

**NOTE:** Customer will be liable for any applicable bank/service fees that are imposed by their own financial institutions in connection with this remittance.

Thank you and best regards,

Ralph Montforts
Global Invoice to Cash Sr. Manager

John Kirwan
Vice President Global Customer Operations
Director Maxim Integrated Products International Ltd.

Registered in Ireland, number 475898, VAT number 9731513L
Registered address: 25/ 28 North Wall Quay
   Dublin 1, Ireland

Directors: J. Kirwan (Ireland), C. Greaves (Ireland), P. Holohan (Ireland), M. Casper (USA)
A. The term "Seller" means Maxim Integrated Products, Inc., and/or its present and future subsidiaries. The term "Buyer" means the party placing the purchase order.

B. No contractual relationship between Seller and Buyer will arise until such time as Buyer has placed an order which has been accepted by Seller.

C. Stenographic and clerical errors are subject to correction.

D. Subject to the provisions hereof, all quotes submitted are firm for 30 days from the date of the quotation unless indicated differently on the face of the quotation or withdrawn earlier by written notice. Alterations or changes of quotations after 30 days may be made at the discretion of Seller without notice.

E. Orders are subject to all of Seller's Standard Terms and Conditions printed below.

1. SCOPE. The terms and conditions of sale contained herein, and as amended by Seller from time to time, apply to Seller's quotations and purchase orders placed by Buyer. These terms and conditions may in some instances conflict with some of the terms and conditions on Buyer's form of purchase order or otherwise specified by the Buyer or these terms and conditions may cover matters not addressed in Buyer's documentation. Therefore, acceptance of Buyer's order is made only on the express understanding and condition that insofar as the terms and conditions of this acceptance conflict with or cover matters not addressed in any terms and conditions of Buyer's order or documentation, Seller's terms and conditions govern the order, irrespective of whether Buyer accepts these conditions by a written acknowledgment, by implication, or by acceptance and payment for goods ordered. Seller's failure to object to provisions contained in any communication from Buyer will not be deemed a waiver of the provisions of this acceptance. Any changes from the terms and conditions of sale contained herein must be specifically agreed to in writing by an authorized officer of Seller before becoming binding on Seller. All orders or contracts must be approved and accepted by Seller at its head office at 160 Rio Robles, San Jose, California 95134. From time to time, Seller may accept certain of Buyer's terms and conditions of sale by signing Buyer's proposed purchase agreement. If such acceptance is preceded or accompanied by Seller's interpretation of Buyer's terms and conditions, such interpretation shall control the construction or interpretation of the meaning of Buyer's terms and conditions.

2. PRICES. Irrespective of any prices quoted by Seller or listed on Buyer's order, an order is accepted only at the prices shown on Seller's acknowledgment.

Prices listed on Seller's acknowledgment are firm and not subject to audit or price re-determination or renegotiation, except that at Seller's sole discretion any and all prices are subject to adjustment either directly or by the addition of a precious metals surcharge in order to cover the cost of precious metals utilized by Seller in supplying goods.

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

Prices apply only if the quantity ordered hereunder is released within 12 months and shipments scheduled no more than 12 months from the date Seller received Buyer's order. Otherwise, Seller's standard prices in effect on the date of receipt by Buyer of the quantity actually shipped apply, and Buyer shall pay the difference in price, if any.

3. TERMS AND METHOD OF PAYMENT. Unless expressly specified otherwise on Seller's sales confirmation, where Seller has extended credit to Buyer, terms of payment shall be net 30 days from the date of Seller's invoice. All payments shall be in U.S. Dollars, unless otherwise agreed in writing. Buyer will be charged 1.5% per month (but not more than is permitted under applicable law) on overdue accounts.

If Buyer fails to make payment for goods delivered as herein provided, or if, in Seller's opinion, a change in Buyer's financial condition or other circumstances has created reasonable concerns as to Buyer's credit worthiness, Seller may at any time limit or cancel the credit of Buyer as to time and amount and may demand payment in cash before delivery of any part of the goods. On any order on which credit is not extended by Seller, shipment or delivery shall be made at Seller's election. Payment must be made for the goods without regard to whether Buyer has made or will make any inspection of the goods.

4. INSPECTION. Upon receipt of goods, Buyer shall notify Seller of all discoverable defects, including quantity shortages, incorrect product, and visible defects, but no later than 30 days after receipt. No return of goods will be accepted by Seller without a Return Material Authorization ("RMA") Number and returned goods must be in original manufacturer's shipping cartons complete with all packing materials. In the event that Buyer does not either complete final inspection and accept the goods or present a rejection notice to Seller in writing within 30 days of delivery, the goods shall be conclusively deemed accepted. At that time, Buyer's only recourse or remedy for non-conforming or defective goods shall be Seller's standard warranty. Buyer's inspection and/or acceptance tests shall be consistent with those customary in the industry for the goods furnished and is at Buyer's expense.

5. SELLER WARRANTY. Seller warrants to Buyer that goods sold hereunder that are standard products of Seller will conform to the applicable Seller Specifications and be free from defects caused by defective material and faulty workmanship for a period of one (1) year from date of shipment to Buyer. For goods that are not standard products of Seller, such as dice and developmental or custom-designed goods, Seller warrants to Buyer that such goods delivered hereunder will conform to the applicable published Seller datasheet specification and be free of defects in material and faulty workmanship upon receipt by Buyer. "Specification" as used herein shall mean the guaranteed minimum and maximum levels set forth in Seller's published datasheets in effect at time of sale. Seller further warrants that at time of delivery, Seller has free and clear title to the goods without liens and encumbrances. Seller's warranty in this section is in addition to any rights and remedies consumers have under applicable consumer protection laws.

SELLER MAKES NO WARRANTY OR GUARANTEE, NOR DOES SELLER PROVIDE ANY COVERAGE UNDER THESE GENERAL TERMS AND CONDITIONS WHATSOEVER WITH RESPECT TO SALES OR ORDERS FOR SAMPLES, EV KITS, OR REFERENCE DESIGNS WHETHER PROVIDED FREE-OF-CHARGE OR FOR CONSIDERATION, NONSTANDARD GOODS, SUB-GRADE GOODS OR PURCHASES THROUGH UNAUTHORIZED SALES CHANNELS. GOODS SOLD UNDER SUCH SALES OR ORDERS ARE FURNISHED "AS IS" AND "WITH ALL FAULTS."

Seller's sole and maximum liability for breach of its warranties herein is limited to the obligation, at Seller's sole discretion, to reprocess, rework, make replacement goods, or credit Buyer's account for any goods delivered hereunder which either become defective or fail to meet the applicable Specifications during the warranty period and which are found by Seller to be defective under the terms of this warranty, provided that (a) Seller is notified in writing by Buyer within 30 days after discovery of defects or failure to meet Specifications; (b) Buyer obtains an RMA Number from Seller prior to returning any defective goods to Seller; (c) the defective goods are returned to Seller, transportation charges prepaid by Buyer (provided, however, that if upon examination by Seller, Seller determines that the goods are
entitled to this warranty, then Seller shall be responsible for all transportation charges to and from Seller's facility; (d) the defective goods are received by Seller no later than four (4) weeks following the last day of the warranty period; and (e) Seller determines that such defects or failures have not been caused by misuse, abuse, neglect, improper installation or application, repair, alteration, damage by rain, fire or casualty or by accident or negligence in use, storage, transportation or handling. In addition, Seller shall have no liability to Buyer to the extent such failure is caused by incompatibility with other components used by Buyer. In the event that any one or more of the foregoing conditions is not satisfied, Seller shall have no liability under this warranty whatsoever. Buyer has an obligation to mitigate any damages related to integration of defective or non-conforming parts. If Buyer has knowledge that such goods are defective or non-conforming or Seller has advised Buyer that goods are defective or non-conforming and in either event Buyer integrates such defective goods, Seller shall have no liability to Buyer for any damages incurred by Buyer as a result. In the event that the foregoing exclusive remedy under this warranty is determined upon judicial review to have failed in its essential purpose through no fault of Buyer, the alternate exclusive remedy shall be the refund of the purchase price of the non-conforming or defective goods. Any repairs or alterations on the goods shipped hereunder must be authorized in writing by Seller to prevent voiding Seller's warranty. Seller's goods may be prohibited for shipment to certain countries, entities or individuals under applicable export regulations. Seller is not liable to Buyer for any delays or failure to obtain the necessary export license.

**SELLER'S OBLIGATION TO HONOR THESE WARRANTIES IS CONTINGENT UPON SELLER'S RECEIPT OF PAYMENT IN FULL FOR THE GOODS ENTITLED TO THIS WARRANTY.**

**SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER HAS NOT AUTHORIZED ANYONE TO MAKE ANY REPRESENTATION OR WARRANTY OTHER THAN AS PROVIDED ABOVE.**

**THE FOREGOING STATES THE ENTIRE WARRANTY LIABILITY OF SELLER.**

6. **BUYER WARRANTY.** Acceptance of goods is a warranty by Buyer that Buyer is solvent as of the date of shipment. With respect to goods 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 Seller and used in connection with goods delivered hereunder. Buyer further warrants that it is buying for its own internal use and not for resale, unless otherwise agreed between Buyer and Seller under separate written agreement.

7. **INFRINGEMENT.** With respect to goods manufactured solely to Seller's designs and specifications, Seller shall defend any suit or proceeding brought against Buyer insofar as such suit or proceeding is based on a claim that any such goods furnished hereunder infringe any patent(s), copyright(s) or trademark(s), or for misappropriation or use of any trade secret(s), or for unfair competition, on condition that Buyer promptly notifies Seller in writing of any such suit or proceeding and Seller is given full and complete authority, information and assistance (i) by Buyer for such defense. Seller shall pay all damages and costs finally awarded against Buyer in any such suit or proceeding, but Seller shall not be responsible for any compromise thereof made by Buyer without the written consent of Seller. If infringement is alleged prior to the completion of delivery of the goods, Seller may decline to make further shipments without being in breach of any agreement. In the event that such goods are held in such suit or proceeding to be infringing and their use is enjoined, or if in the opinion of Seller such goods are likely to become the subject of a claim of infringement, Seller at its sole discretion and at its own expense, may either (a) procure for Buyer the right to continue using such goods; (b) modify such goods so that they become non-infringing; (c) replace such goods with non-infringing goods; or (d) accept the return of such goods, granting Buyer a refund or credit equal to the depreciated value. Seller's obligations hereunder shall not apply to any alleged infringement occurring after Buyer has received notice of such alleged infringement unless Seller thereafter gives to Buyer written consent for such continuing alleged infringement. Any provision herein to the contrary notwithstanding, Seller shall have no obligation to Buyer (to defend or make any payment to or for Buyer) for any infringement, misappropriation or misuse claimed by any third party or parties if any such claim arises, in whole or in part, (a) as a result of a modification of the goods not introduced or approved by Seller; or (b) as a result of the interconnection or use of the goods in combination with goods or other devices or with a manufacturing or other process; or (c) the use of the goods in other than an application recommended by Seller; or (d) compliance with Buyer's design, specifications and/or instructions or (e) as a counterclaim arising from a claim of patent infringement by Buyer. If Buyer alleges intellectual property infringement against a third party pursuant to Buyer's intellectual property portfolio and as a result the alleged infringer crossclaims against Buyer alleging among other things infringement by goods manufactured by Seller, Seller's liability for the resulting attorney fees and costs will be proportional to the extent to which Seller's goods, as opposed to third party goods, are found to have infringed third party intellectual property rights.

With respect to goods manufactured to Buyer's designs or specifications, Buyer shall defend any suit or proceeding brought against Seller, either severally or jointly with Buyer, insofar as such suit or proceeding is based on a claim, that any such goods furnished hereunder infringe (either direct or contributory) any patent(s), copyright(s), or trademark(s), or for misappropriation or use of any trade secret(s) or for unfair competition, arising from (i) compliance with Buyer's designs, specifications, or instructions; (ii) the use of any item or any part thereof, furnished hereunder, in combination with goods not supplied by Seller, or (iii) in connection with a manufacturing or other process utilizing any item, or part thereof, furnished hereunder. Seller shall notify Buyer promptly in writing of such suit or proceeding and give Buyer full and complete authority, information and assistance for such defense. Buyer shall pay all damages and costs finally awarded against Seller in any such suit or proceeding, but Buyer shall not be responsible for any compromise thereof made by Seller without the written consent of Buyer.

**THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF THE PARTIES HERETO FOR INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY WITH RESPECT THERETO.**

8. **NO LICENSE.** Goods or any parts thereof sold hereunder may be protected by intellectual property rights of Seller, 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 goods or any parts thereof hereunder nor the provision by Seller 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 Seller covering or related to (i) apparatus or circuits in which the goods or parts thereof may be used; (ii) a process, machine, use or application in connection with which the goods or parts hereof may be used; (iii) the process of their manufacturer; or (iv) a combination in which the goods or parts hereof may be used.

9. **TAXES.** Prices exclude Value Added Tax. Any tax or government charge applicable to the goods sold hereunder now imposed or hereafter becoming effective during the term of any contract made hereunder,
except for Seller’s franchise taxes and taxes on Seller’s net income, shall be added by Seller to the sales price where Seller has the legal obligation to collect or pay same, and shall be paid by Buyer unless Buyer provides Seller with a proper tax-exemption certificate. Buyer shall pay any duties, levies, taxes, brokerage fees or customs fees imposed in the Buyer's country to shipments made under this contract.

10. **TITLE AND DELIVERY.**

   Seller shall ship the goods Ex Works (Incoterms 2010) Seller’s designated factory located in Thailand, Philippines, or Seller designated location for pickup by Buyer or Buyer’s designee, unless otherwise agreed. Buyer shall be responsible for all shipping charges, including freight, insurance, taxes, import duties and any other related charges.

   In instances where the parties determine that Seller shall select the method of transportation and the carrier, unless otherwise stipulated by Seller in the applicable sales order acknowledgement or other shipping documentation, (i) Seller shall pay for the freight charges to bring the goods to the named destination; provided that Buyer shall reimburse Seller for all (or a portion of) such costs as set forth in the applicable invoice issued by Seller to Buyer, (ii) Buyer shall pay for all insurance, taxes, import duties and any other related charges, and (iii) Buyer shall be responsible for carrying out all customs formalities to import the goods, including acting as importer of record and paying any applicable costs and expenses incurred in connection therewith. In any event, title and risk of loss transfer to Buyer when Seller tenders the goods to a common carrier at the Seller designated location for shipment to Buyer.

11. **SOFTWARE.** “Software” as used herein means goods that are software, including, without limitation, any standard and custom: (i) software and firmware embedded in Seller goods, (ii) stand-alone software and firmware provided by Seller, and (iii) downloadable software and firmware. Customer acknowledges that such Software is proprietary, copyrighted and may be protected by patents. Software provided by Seller is provided “AS-IS” and with all faults unless explicitly stated otherwise in a separate written license agreement covering applicable Software. All Software is licensed to Buyer, subject to a license agreement, and title to Software remains with the applicable licensor(s). Buyer agrees to be bound by such license agreement in addition to these terms and conditions of sale. Buyer shall not duplicate, disassemble, decompile, reverse engineer, modify, create derivative works, or otherwise change Software or its form except to the extent it is permitted by law. Software incorporated in or packaged with Seller hardware goods shall be used solely by Buyer for the use of the hardware goods as authorized by Seller, and Buyer shall have no other rights with respect to such Software.

12. **DELIVERY SCHEDULE.** Buyer understands that any delivery schedule set forth herein or in any subsequent order or release is estimated only and is presented in good faith by Seller. Buyer will use commercially reasonable efforts to initiate shipment and schedule delivery as close as possible to Buyer’s requested delivery schedule but shall not be liable to Buyer for failure to meet any delivery schedule or for the costs or procurement of substitute goods. Seller reserves the right to make deliveries in installments. Delivery of a quantity that varies from the quantity specified in Buyer’s order shall not relieve Buyer of its obligation to accept delivery and pay for the goods ordered. Delays or changes in schedules due to Buyer directed actions are subject to price adjustments.

   Seller reserves the right to allocate production and deliveries among its various customers under any circumstances.

   Buyer will be deemed to have waived any and all claims for shipments containing less than the number of goods indicated on the shipping documents unless written notice of such claims is received by Seller within 30 days after receipt of shipment.

13. **CANCELLATIONS.** No cancellations or reschedules will be accepted within 30 days of the earliest requested ship date. All cancellations and reschedules of orders by Buyer between 31 and 89 days prior to the earliest requested ship date shall result in a charge to Buyer of all costs associated with such cancellation or reschedule as reasonably determined by Seller based on such factors as whether the product was manufactured specifically for Buyer, Seller's ability to change its production schedule within the period of the notice provided by Buyer, whether Seller acquired or allocated particular supplies or equipment to meet Buyer's order, or other reasons.

14. **NON-WAIVER DEFAULT.** Each shipment made under any order will be treated as a separate sale and transaction, but in the event of any default by Buyer, if Seller elects to continue to make shipment, its action will not constitute a waiver of any default by Buyer or in any way affect Seller's legal remedies for any such default.

15. **FORCE MAJEURE.** Seller shall not be liable for delay in performance or failure to perform in whole or in part under these terms and conditions due to causes beyond the reasonable control of Seller, including, without limitation, strike, labor disputes, shortages of material, war, riot or civil commotion, acts of the public enemy, insurrection, sabotage, or fire, flood or other acts of God. The period for performance for the party affected by such a cause shall be extended by the duration of the condition, provided, however, if any such delay shall continue for more than 120 days from the start of the cause of delay, the quantities undelivered during such period of delay or to be delivered, may be canceled at Seller's election without liability of Seller to Buyer by written notice to Buyer at any time.

16. **ASSIGNS.** Any contract made hereunder is binding upon and inure[s] to the benefit of the successors and assigns of the entire business and good will of either Seller or Buyer, or of that part of the business of either used in the performance of such contract but is not otherwise assignable. Seller may subcontract any part of the work or services to be provided hereunder as Seller deems necessary. Buyer affirms that there exists no third-party beneficiaries to Buyer's rights hereunder unless Buyer specifically identifies such beneficiary on the face of Buyer's order or Buyer's acceptance of Seller's quotation.

17. **MODIFICATION OF STANDARD TERMS AND CONDITIONS.** No addition to or modification of any of the provisions herein or upon the face or reverse of any order shall be binding upon Seller unless made in writing and signed by a duly authorized representative of Seller.

18. **LAW.** This Agreement is governed by and construed under the laws of the State of California and the United States without regard to conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. The sole jurisdiction and venue for actions related to the subject matter hereof is the state and U.S. federal courts in the State of California, located in Santa Clara County, California U.S.A.

19. **COMPLIANCE WITH LAWS.** Buyer represents and warrants that it will comply fully with all applicable laws and regulations pertaining to its performance of its obligations under this order, including, without limitation, applicable employment, tax, EU and US export control and environmental laws relating in any way to the production, manufacture, sale, use and delivery of the Goods. In particular, Buyer shall not participate or encourage, directly or indirectly, the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality, to assist Seller or Buyer in obtaining or retaining business or in carrying out this order. Buyer’s failure to comply with the terms of this paragraph shall constitute a material breach of an order.

20. **EXPORT CONTROL.** Buyer acknowledges that Seller will provide Buyer with technical data/technology, services, and/or, products, in finished or unfinished state that may be subject to U.S. export controls under the laws and regulations of the United States (collectively “Export Controlled Technology”). U.S. export control laws and regulations include, but are not limited to, the International
MAXIM INTEGRATED PRODUCTS, INC.  
GENERAL TERMS AND CONDITIONS OF SALE FOR STANDARD PRODUCTS [Also available at https://www.maximintegrated.com/en/aboutus/legal/terms-conditions.html] 
Traffic in Arms Regulations (“TTAR”), 22 C.F.R. §§ 120 et seq., and/or the Export Administration Regulations, 15 C.F.R. §§ 730 et seq. Buyer warrants and agrees that it shall not export or reexport any Export Controlled Technology or any technical data/technology or product derived from the Export Controlled Technology, except pursuant to a U.S. government license or other approval, or upon determination that such export may be lawfully exported without prior approval under a license exception, exemption, or other authority. Buyer acknowledges and understands that Seller may need to apply for export licenses in order to ship Export Controlled Technology to Buyer. Buyer agrees to provide such information, assurances, documentation or take such other steps as necessary to assist Seller in obtaining any export licenses, including, but not limited to, execution of end-user certifications, document marking, and supplemental agreements with respect to control and handling of Export Controlled Technology. In compliance with U.S. regulations regarding Technology and Software under Restriction (“TSR”), Buyer hereby agrees that, without express approval of Seller (pursuant to issuance of an export license from the Bureau of Industry and Security), Buyer will not reexport or release any technology, direct product of the technology, Software, or source code related to the technology provided by Seller to Buyer to a national of a country specified in Country Groups D.1 or E.2 as set forth in 15 C.F.R. Part 740, Supplement No. 1 and as amended. Seller shall have no responsibility for delayed delivery or non-delivery resulting from (i) any governmental action under U.S. or other applicable law suspending or revoking a necessary export license or authorization, or (ii) any failure by Buyer to furnish reasonable assurance, upon request, of its compliance with applicable export requirements, or (iii) obtaining a necessary export license for the goods to be shipped hereunder. 

21. USE OF SELLER’S GOODS IN CRITICAL APPLICATIONS.  
Goods sold by Seller are not designed, intended or authorized for use in life support, life sustaining, nuclear, or other applications, including, but not limited to, transportation operating systems, safety, or any FDA Class 3 medical devices or medical devices with similar or equivalent classification in a foreign jurisdiction, in which the failure of such goods could reasonably be expected to result in personal injury, loss of life or even severe property or environmental damage. Buyer acknowledges that the use of Seller’s goods in such product applications is understood to be fully at the risk of Buyer and that Buyer is responsible for verification and validation of the suitability of Seller’s goods in such application. Buyer agrees that Seller is not liable, in whole or in part, for any claim or damage arising from use in such applications. Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all claims, damages losses, costs, expenses and liabilities arising out of or in connection with such use.

22. LIMITATION OF LIABILITY. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT SELLER’S LIABILITY HEREUNDER.  
EXCEPT FOR BODILY INJURY OR DEATH OF A PERSON, UNDER NO CIRCUMSTANCES WILL SELLER, ITS EMPLOYEES, OFFICERS OR DIRECTORS, AGENTS, SUCCESSORS OR ASSIGNS BE LIABLE TO ANYONE UNDER ANY PRODUCT ORDER, SCHEDULE OR TERMS AND CONDITIONS HEREIN UNDER ANY CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT FORESEEABLE OR FORESEEN, FOR: (A) BUSINESS INTERRUPTION COSTS, COST OF REWORK, RETESTING, PROCUREMENT OF SUBSTITUTE GOODS, REMOVAL AND REINSTALLATION OF GOODS; OR (B) ANY SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSSES, PRODUCTION OR PROFITS, GOODWILL, LOSS OF REVENUE, OR LOSS OF UNITS; REGARDLESS OF WHETHER SELLER OR INDEMNITY WITHIN THE LIABILITY LIMITATION HEREIN FAILS ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL SELLER’S AGREGATE LIABILITY FOR CLAIMS ARISING OUT OF OR RELATED TO ORDERS EXCEED THE TOTAL AMOUNTS PAID OR PREPAID TO SELLER FOR THE GOODS-GIVING RISE TO SUCH CLAIMS. SELLER SHALL NOT BE DEEMED TO ASSUME ANY LIABILITY FOR ANY AND ALL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR MISUSE OF THE GOODS BY BUYER, ITS EMPLOYEES, CUSTOMERS AND OTHERS, SELLER SHALL NOT BE LIABLE FOR AND BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY CLAIMS BASED ON SELLER’S COMPLIANCE WITH BUYER’S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY GOODS BY PARTIES OTHER THAN SELLER, OR USE IN COMBINATION WITH OTHER PRODUCTS.

23. RELATIONSHIP OF PARTIES.  
Seller and Buyer expressly understand and agree that Buyer is an independent contractor in the performance of each and every part of this order, is solely responsible for all of its employees, agents and will indemnify Seller from any and all claims, liabilities, damages, debts, settlements, costs, attorneys’ fees, expenses and liabilities of any type whatsoever that may arise on account of Buyer's activities or those of its employees or agents (including, without limitation, direct and indirect distributors or sub-distributors), including without limitation unauthorized representations or warranties (or failing to effectively disclaim all warranties and liabilities on behalf of Seller to the same extent as disclaimed herein) to its customers.

24. BASIS OF BARGAIN.  
Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations herein are material, bargained for bases of any order or contract and that they have been taken into account and reflected in determining the consideration to be given by each party under any order or contract and in the decision by each party to enter into such order or contract.

25. PACKAGING.  
Packaging for commercial shipment is included in the quoted price. When special or export packaging is specified involving a greater expense than the cost of commercial shipment included in the quoted price, a charge will be made to cover such extra expense. Reasonable care is exercised in packaging goods for shipment and no responsibility is assumed by Seller for delay, breakage, or damage after having made delivery to the carrier. All claims for breakage or damage must be made to the carrier; however, Seller will render reasonable assistance in securing satisfactory adjustment of such claims.

26. CHANGES TO SPECIFICATIONS.  
Seller reserves the right to change the specifications of any goods (including all statements and data appearing in Seller's catalogs, data sheets and advertisements) without notice. If such changes to specifications are made, Seller assumes no obligation to provide the change on goods previously purchased or to continue to supply discounted goods. Seller may substitute goods manufactured to such modified specifications for those specified herein provided such goods substantially conform to the order or contract.

27. PROPRIETARY DATA.  
Buyer agrees not to use or disclose drawings, specifications, technical information or other data furnished by Seller and identified by Seller as confidential or proprietary data without the prior written consent of Seller. Buyer agrees and acknowledges that any improvement or modification to such confidential or proprietary data shall be the sole property of Seller, regardless of whether any such improvement or modification was the creation of Buyer. Buyer further agrees to use all appropriate copyright
and proprietary notices on all goods delivered hereunder regardless of their intended use. Buyer recognizes that such proprietary data is unique and consents to the remedy of injunction in addition to damages for violation of the terms of this provision.

28. **TOOLING.** Unless otherwise expressly agreed in writing, Seller retains rights and title to and possession of any tooling, drawings, mask sets, tapes, fixtures, original documentation and intellectual property used in the furnishing of goods.

29. **GENERAL.** In the event of the appointment of a trustee, receiver, or liquidator for all or a portion of Buyer's property, Buyer's insolvency, any voluntary or involuntary petition in bankruptcy by or against Buyer, or appointment of an examiner to manage its affairs, business and property or if it takes or suffers any similar action in consequence of debt, Seller may terminate any order without further obligation or liability of Seller to Buyer.

In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

30. **NOTICE.** Any notice or other communication required to be given under the terms of these terms and conditions will be deemed to have been given upon (1) personal delivery, (2) delivery by overnight courier upon written verification of receipt, or (3) confirmed electronic mail communication, and addressed to the party at its respective address as shown above (or at such other address as indicated in writing by such party).

31. **ENTIRE AGREEMENT.** These terms and conditions are the entire agreement between the parties and supersede and terminate any prior agreements, understandings or representations, written or oral.
Ensuring Genuine Maxim Products

What You Need to Know About Counterfeit Parts

To protect our customers from purchasing counterfeit products that purport to be genuine Maxim parts, Maxim strongly recommends that our customers purchase directly from Maxim Direct or one of our authorized distributors:


As noted in Maxim's Terms and Conditions, product warranties do not apply to parts purchased through unauthorized sales channels.

Background

It can be very difficult to distinguish counterfeit parts from genuine Maxim parts because fraudulent top markings and labels closely resemble the markings on authentic parts. Counterfeit devices will not meet Maxim datasheet specifications and can result in product failure.

Investigating Counterfeit Parts

If you believe that you purchased counterfeit Maxim parts, please contact Maxim's Customer Operations team and provide the following information to assist with the investigation:

- Part number, quantity purchased, unit cost
- Supplier name and contact details (address, phone, website and email addresses)
- Top marks, date code, lot number, and other package markings
- Copy of purchase order and invoice
- Pictures of the front and back of the chip and any labels that came with the order
- Pictures of the Die type (if possible)
Maxim Integrated Products, Inc.
160 Rio Robles
San Jose, California 95134

DESCRIPTION SELF-INSURANCE POLICY OF MAXIM INTEGRATED PRODUCTS, INC.

Maxim currently self-insures many of its risks rather than purchasing traditional insurance. Maxim’s decision to self-insure is the result of a proactive analysis that is performed annually. Maxim annually investigates various forms of alternative risk financing, captives, self-insured retention alternatives, etc. Maxim’s annual decisions on insurance are reviewed and approved by its Board of Directors. Maxim has traditionally had a very low loss history, and Maxim’s corporate financial model is to remain debt-free and self-finance its obligations. As such, Maxim has often preferred to self-insure relatively high retention levels, if not completely self-insure. Maxim complies with all obligations and limitations on reserving against contingent liabilities. Maxim does not have a practice of reserving against non-existent losses where there is no contingent liability. Creating a reserve of funds places limitations on the use of those funds for any purpose other than the reason for the reserve. So, reserving where there is not a contingent or reasonably likely loss could result in creating reserves that could never be recovered or accessed if the reserve purpose never arose.

Insurance is typically viewed as a risk financing vehicle. It is not unusual for companies with low loss histories and strong liquidity and cash positions to prefer to keep the profits that would otherwise go to an insurance company and risk an occasional hit against EPS. Probably the most notable proponent of this position is Warren Buffet. In his 1996 Berkshire Hathaway Chairman’s Report, Warren Buffet noted, “… I would much rather earn a lumpy 15% over time than a smooth 12%.”

It is Maxim’s opinion that this self-insurance proposal offers the following benefits over a traditional insurance policy.

1. Insurance policies contain many qualifications, conditions, and exclusions, which limit what type of losses that will be paid by the insurance company. In this case, Maxim will agree that the funds may be made available to availability of funds for any liability or loss owed by Maxim to Buyer under a Purchase Agreement.

2. Maxim is more likely than a third party insurance company to take a lenient attitude toward compensating a customer.

3. An insurance company leverages funds among many different accounts. They do not set aside 100% of insured amounts for each policy. In this case, Maxim will have 100% of funds sitting in a segregated account.

As a final clarification of our intent, we would like to point out that the existence of an insurance policy or segregated funds in no way limits the extent of Maxim’s liability, it is only a matter of which pocket the money is paid from.

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