



## MPS' Web Purchase Terms of Sale

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These MPS Web Purchase Terms of Sale (these "**Terms**") constitute a legal agreement between Monolithic Power Systems, Inc. (or the MPS affiliate identified on the sales documentation) ("**MPS**") and the entity submitting the order (or the entity on behalf of which the individual submitting the order is acting) ("**Buyer**") that governs all sales of MPS products (and related services) ("**Products**") by MPS to Buyer through MPS' online store (currently located at [www.monolithicpower.com](http://www.monolithicpower.com), the "**MPS Site**").

PLEASE READ THESE TERMS CAREFULLY BEFORE PURCHASING ANY PRODUCTS. BY MAKING A PURCHASE ON THE MPS SITE, BUYER IS INDICATING THAT IT HAS READ THESE TERMS, UNDERSTANDS THEM, AND AGREES TO BE LEGALLY BOUND BY THEM. IF BUYER DOES NOT AGREE TO ANY OF THE TERMS OR IF THE INDIVIDUAL SUBMITTING THE ORDER IS NOT AUTHORIZED TO BIND THE ENTITY ON BEHALF OF WHICH SUCH INDIVIDUAL IS ACTING, PLEASE DO NOT PROCEED WITH ORDERING ANY PRODUCTS THROUGH THE MPS SITE.

1. **Complete Agreement.** Any terms or conditions included in any other documents, orders, specifications, requirements or communications issued or generated by Buyer that are inconsistent with or in addition to the terms and conditions in these Terms will be deemed stricken and are hereby rejected. These Terms constitute the entire agreement between MPS and Buyer with regard to the sale of Products through the MPS Site, and expressly supersedes and replaces any prior or contemporaneous understandings, agreements and representations, oral or written. Agents and sales representatives of MPS have no authority to make any representations not included in these Terms, and no waiver or amendment of provisions contained in these Terms will be binding on MPS unless embodied in a writing expressly stating that it is such a waiver or amendment and signed by an officer of MPS.

2. **Ordering.** Each order for Product(s) made by Buyer through the MPS Site ("**Order**") is subject to acceptance by MPS (including, without limitation, any re-configuration or re-programming of any configurable or programmable Product). MPS' acceptance of any Order is conditional on Buyer's unqualified assent to all terms and conditions in these Terms. Buyer may not cancel or reschedule any Order placed with MPS. There may be limits on where MPS can ship Products as set forth in MPS' shipping policies.

3. **Shipping.** MPS will ship all Products by the method it deems suitable and will select a carrier who will be deemed to act as Buyer's agent. Freight, duty, insurance, shipping, handling or packing charges and any other similar charges are not included in the Product price and are the responsibility of Buyer. If MPS pays for any of these expenses, Buyer will reimburse MPS for such expenses in accordance with the invoice provided by MPS within 30 days of the date of such invoice. MPS may make delivery in installments and may render a separate invoice for each installment. All shipping and delivery dates are approximate and MPS may change the shipping and delivery dates without penalty. MPS will use reasonable efforts to notify Buyer of such change.

4. **Title; Risk of Loss.** All shipments are made FCA (Incoterms 2010) MPS' facility or designated logistics center. Title to the Products and risk of loss or damage to the Products will pass to Buyer immediately upon delivery to the carrier at the MPS facility or designated logistics center. Notwithstanding title to the Products passing to Buyer, title does not pass to Buyer as to any intellectual property rights or software of MPS (or its licensors).

5. **Payment.** Payment for an Order will be made in full by Buyer upon submission of the Order, unless otherwise agreed by us. Any amount that MPS agrees may be paid after delivery is due to MPS within thirty (30) days, or such lesser period as may be determined by MPS as set forth in the applicable invoice. In addition to the Product price and any shipping costs, Buyer will be responsible for and pay all applicable Federal, state, local or other sales, value added, excise and other similar taxes and/or charges that may apply to the purchase of Products by Buyer, whether or not they are added to the purchase price and shown on the checkout page. MPS accepts payment through the credit cards, debit cards and third party electronic payment processing services specified on the checkout page. By providing MPS with a payment method, Buyer: (i) represents that it is authorized to use the payment method provided and that any payment information provided is true and accurate; (ii) authorizes MPS to charge Buyer for the Products ordered. Payments will be subject to the terms, conditions and privacy policies of the third party payment processor. MPS is not responsible for any error by the third party payment processors. Shipment of Product or performance of any related services will at all times be subject to approval by MPS' credit department. Except as otherwise expressly set forth herein, any payments made for Products are non-refundable.

6. **Discontinuation or Change of Products.** MPS reserves the right, at any time (including after Buyer places an Order, but prior to MPS' shipment or performance of the Order), to: (i) make substitutions and/or modifications in the specifications of Products offered for sale by MPS, and (ii) discontinue or otherwise end-of-life any Product offered for sale by MPS. Parts used in repairing or servicing Products may be new, equivalent-to-new, or reconditioned

7. **Excused Performance.** In no event will MPS be liable for any procurement or other costs or damages of any kind ensuing out of the delay or non-delivery of Products due to causes beyond its reasonable control, including without limitation, acts of God, acts of war, strikes, walkouts, labor conditions, slow downs, or errors in manufacturing. Without limiting the foregoing, in the event that MPS' ability to supply Products becomes constrained, for any reason whatsoever, MPS may reduce quantities, delay shipments or performance, or allocate Product among its customers at its sole discretion.

**8. Indemnification.** Buyer will defend, indemnify and hold harmless MPS, its affiliates, and its and their employees, contractors and agents, from and against any claim, suit, proceeding, demand or other action and any damages, losses liabilities, fines, penalties, settlements, costs and expenses (including reasonable attorneys' fees) incurred in connection therewith, arising out of or relating to: (i) Buyer's breach of these Terms, (ii) Buyer's use or distribution of Products purchased hereunder, (iii) any warranty made by or on behalf of Buyer to its customers that expands any warranties provided herein or fails to limit any liability as provided herein, or (iv) a claim that Buyer's designs, specifications or instructions infringe or misappropriates any third party proprietary right, including, without limitation, patents, trade secrets, copyrights or trademark.

**9. Limited Warranty**

(a) MPS warrants that for a period of twelve (12) months from the date of delivery of each Product to Buyer (the "**Warranty Period**") such Product (except any software) sold hereunder will substantially conform to MPS' published specifications for the Product (if any) and will be free from material defects in material and workmanship under normal use and conditions. Repaired or replacement Products or parts provided under warranty are warranted for the remainder of the original Warranty Period or ninety (90) days from the date of delivery, whichever ends later.

(b) This limited warranty is contingent upon proper installation and use of the Products in the applications for which they were intended and does not apply to: (i) Products that were subjected to unusual physical or electrical stress, misuse, neglect, accident, improper testing or storage, improper maintenance or unauthorized repair, (ii) Products were altered or soldered such that they are not capable of being tested under normal test conditions, (iii) problems that arise from any use of Products with other products, hardware, software or technology not approved by MPS or from use of Products in designs that fail to satisfy any of the recommended parameters (e.g., component values, electrical characteristics, circuit configurations, operating conditions, etc.) published in the Product data sheet, or (iv) use of Products in violation of these Terms. This limited warranty does not include expendable components. This limited warranty is non-transferable and shall extend only to Buyer, and will terminate upon any resale or transfer of the Product to any third parties (including, without limitation, Buyer's suppliers, customers or end users) whether or not at the time of resale or transfer the Product was incorporated into another product or system.

(c) In the event of a breach of this limited warranty, Buyer shall notify MPS in writing by describing the nature of the non-conformity, and return the affected Products to MPS in accordance with MPS' then-current returned material authorization ("RMA") policies, within the Warranty Period. Buyer will ship such products back to MPS, DDP (Incoterms 2010) MPS' designated facility, at Buyer's expense. MPS will, at its option, promptly repair or replace non-conforming Products, or issue a credit for the purchase price of the non-conforming Products, and will pay the costs of any such repair or replacement, including transportation costs incurred in returning repaired or replaced Products to Buyer, unless (i) the Products are not defective, in which case Buyer will pay MPS reasonable costs of inspection and all transportation charges, or (ii) the Products are found by MPS to be defective due to Buyer's or any third party's improper installation, repair, damage, misuse, modification or abuse, in which case Buyer will pay all costs of repair or replacement and transportation. The remedy stated in this Section 9 shall be Buyer's sole remedy and MPS' sole obligation in case of any breach of limited warranty by MPS.

(d) EXCEPT AS EXPRESSLY STATED IN THESE TERMS, MPS MAKES NO WARRANTIES, ALL PRODUCTS ARE PROVIDED AS-IS, AS AVAILABLE AND WITH ALL FAULTS, AND MPS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF A COURSE OF DEALING, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**10. Restrictions on Resale and Use**

(a) The Products sold under these Terms are for Buyer's use and may not be resold (other than as incorporated in Buyer's products or systems).

(b) The Products are not designed, manufactured or intended for, and no warranty is made with respect to Products used in devices or systems intended for, use in connection with applications where failure to perform can reasonably be expected to result in significant injury, including, without limitation, military or space applications, navigation, aviation, nuclear equipment, firefighting or rescue equipment, or for surgical implant or to support or sustain life. MPS shall not be liable for any claims or damages arising from such use or resale to a third party for such purposes.

(c) The Products are subject to the export control laws and regulations of the United States, including, without limitation, the Export Administration Regulations ("EAR"), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls. Buyer shall not, without prior U.S. government authorization, export, re-export, or transfer any goods, software, or technology subject to these Terms, either directly or indirectly, to any country subject to a U.S. trade embargo (currently Cuba, Iran, North Korea, Sudan, Syria and Crimea - Region of Ukraine) or to any resident or national of any such country, or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury. In addition, any software or any technology subject to these Terms may not be exported, re-exported, or transferred to an end user engaged in activities related to weapons of mass destruction. Such activities include but are not necessarily limited to activities related to: (i) the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; (ii) the design, development, production, or use of missiles or support of missiles projects; and (iii) the design, development, production, or use of chemical or biological weapons.

**11. Proprietary Rights.** Buyer acknowledges that the Products contain and embody trade secrets belonging to MPS and agrees not to reverse engineer, disassemble or reconstruct any Products purchased hereunder. Notwithstanding anything herein to the contrary, as between MPS and Buyer, MPS owns and will retain all rights, title and interest in and to all patent, copyright, trademark, trade secret and any other intellectual property and other proprietary rights embodied in or otherwise

pertaining to the Products, including, without limitation any modifications or re-configurations thereof. Buyer shall not alter or remove from the Products any copyright notices, trademarks or other proprietary, restrictive or confidential legends.

**12. Confidentiality.** Buyer acknowledges that all nonpublic technical, business or other information, documentation and materials delivered to or learned by Buyer in connection with the Products or these Terms (including, without limitation, any software, trade secrets and specifications relating to the Products) constitute MPS' confidential information (the "Confidential Information"). Buyer hereby agrees: (i) to hold and maintain in strict confidence all Confidential Information; and (ii) not to use any Confidential Information except as permitted hereunder. Buyer shall use at least the same degree of care to protect the Confidential Information as it uses to protect its own confidential information of like importance, and in no event will such degree of care be less than reasonable care. Buyer agrees that it may only provide Confidential Information to those of its employees who have a need to know for the purposes hereunder. Buyer shall not disclose any Confidential Information to any third party, including third party contractors, without written authorization from MPS

**13. Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MPS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, OR FOR ANY LOSS OF PROFITS OR LOSS OF USE, INCLUDING LOSS OR DAMAGE TO ANY NETWORKS, SYSTEMS, PRODUCTS, DATA OR FILES, COMPUTER FAILURE OR MALFUNCTION, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR OTHER DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREUNDER, WHETHER OR NOT MPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS EXCLUSION ALSO INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST BUYER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MPS' LIABILITY ARISING OUT OF THESE TERMS EXCEED THE PURCHASE PRICE PAID BY BUYER TO MPS FOR THE PRODUCTS ACTUALLY GIVING RISE TO SUCH LIABILITY. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF MPS ARISING OUT OF THESE TERMS AND/OR THE SALE OF PRODUCTS TO BUYER, AND THE PARTIES EXPRESSLY AGREE WITH THE RESULTING ALLOCATION OF RISK.

**14. Governing Laws: Dispute Resolution.** These Terms and their validity and interpretation, and any dispute arising from or related thereto, will be governed by the laws of the State of California, without giving effect to any choice of law rule. The United Nations Convention on the International Sale of Goods will not apply to these Terms or to any of the transactions contemplated hereby. All disputes arising out of or in connection with these Terms will be subject to the exclusive jurisdiction of the state courts in Santa Clara County, California (or, if there is exclusive federal jurisdiction, the United States District Court for the Northern District of California), and Buyer consents to the personal and exclusive jurisdiction and venue of these courts and waives any defense based on improper venue, inconvenient venue or lack of personal jurisdiction. Notwithstanding the foregoing, Buyer acknowledges that the breach of any provision of Sections 10, 11 and 12 hereof may cause irreparable injury to MPS, and agrees that MPS will have the right to seek temporary, preliminary and permanent injunctive relief in any court of competent jurisdiction, without the necessity of proving actual damages or posting a bond, to prevent any such breach. Neither party shall be liable for any claim under these Terms brought more than one (1) years after the cause of action for such claim first arose.

**15. Notices.** All notices to MPS under these Terms must be in writing and sent by registered or certified mail (postage pre-paid and return receipt requested) or by courier service to the following address: Monolithic Power Systems, 79 Great Oaks Blvd, San Jose, CA 95119, USA, Attention: MPS Legal Department. Notices to Buyer may be provided by registered or certified mail, courier service or email to the addresses provided by Buyer in the checkout or account set up process.

**16. U.S. Government Restricted Rights.** If the Products sold hereunder are to be used in the performance of a U.S. Government contract or sub-contract, any software and documentation provided with the Products are "commercial items" as that term is defined at 48 C.F.R. 12.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the software and documentation with only those rights set forth herein.

**17. Miscellaneous.** Buyer may not transfer or assign these Terms or its rights or obligations under these Terms without the prior written consent of MPS. Any purported assignment contrary to this section shall be void. MPS may freely assign and delegate these Terms and these Terms will bind and inure to the benefit of MPS' successors and assigns. These Terms, together with MPS' Privacy Policy, constitute the entire agreement between the parties and supersedes any previous agreements or representations, either oral or written with respect to the subject matter hereof. These Terms may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify these Terms. Any failure by a party to insist upon or enforce performance by the other of any of the provisions of these Terms or to exercise any rights or remedies under these Terms or otherwise by law will not be construed as a waiver of such right. In the event any provision of this Agreement is held to be invalid or unenforceable, then such provision will be deemed automatically adjusted to the minimum extent necessary to conform to the requirements for validity as declared at such time and, as so adjusted, shall be deemed a provision of this Agreement as though originally included herein.