

BOURNS®

AMENDMENT # 8 TO THE ASIA PACIFIC DISTRIBUTION AGREEMENT BETWEEN WENDELL INDUSTRIAL COMPANY, LTD. AND BOURNS, INC.

This Amendment #8 (this "Amendment") is by and between Wendell Industrial Company, Ltd. ("Distributor") and Bourns, Inc. ("Bourns") to that certain Asia Pacific Distribution Agreement which became effective on March 24, 2003 (the "Agreement"), which has been subsequently amended under Amendments 1 through 7 (as so modified, the "Agreement"). Unless expressly stated herein, all capitalized terms shall have the same meaning as defined in the Agreement.

WHEREAS, it is Bourns intent that Distributor complies with Bourns, Inc. Code of Ethics and Conduct (the "Code") and the parties now agree to incorporate such Code in the Agreement;

WHEREAS, Section 19 of the Agreement incorporates Bourns standard warranty which is provided as **EXHIBIT B** of the Agreement. Since Bourns periodically updates such warranty, the parties now wish to modify the Agreement to incorporate Bourns warranty posted on Bourns Partnership portal in lieu of updating this Agreement each time the warranty provision is modified; and

WHEREAS, **EXHIBIT A** of the Agreement is a list of applicable Bourns® Products which changes from time to time and the parties now desire to revise **EXHIBIT A** so it is more general rather than product specific.

NOW THEREFORE, the parties agree as follows:

1. The following Bourns, Inc. Code of Ethics and Conduct clause is hereby added as a new subsection (j) to Section 4 of the Agreement:

"(j) Bourns' Code of Ethics: Distributor undertakes to comply with the applicable requirements in Bourns, Inc. Code of Ethics and Conduct (the "Code of Ethics"). The version valid on the date of the signing of this Agreement, as the same may be subsequently modified, is available at: http://www.bourns.com/docs/about-us/bourns_code_of_ethics.pdf. If Distributor does not comply with the Code of Ethics or a reasonably equivalent code of ethics or conduct, Distributor shall immediately advise Bourns and provide it with a plan for implementation of the said code."

2. Section 19 titled "WARRANTY" is hereby deleted in its entirety and is replaced by the following revised Section 19:

"19. WARRANTY:


- (a) Bourns warrants the Bourns® Products in accordance with the Bourns standard warranty posted on Bourns Partnership (as defined in Section 20(b)), provided, however, that in an effort to allow for Distributor's stocking period, the term of Bourns standard warranty period for Distributor shall be 30 months from the date of shipment to Distributor. The Bourns' standard 24-month warranty in effect on the date of this amendment is attached hereto as **REVISED EXHIBIT B**. Bourns reserves the right to revise its standard 24-month warranty from time to time and such changes shall be binding on Distributor, provided that Bourns notifies Distributor of such changes to its standard 24-month warranty by email in accordance with Section 26.
- (b) Subject to an overall thirty (30) months warranty period limitation, Distributor is authorized to pass Bourns' standard 24-month warranty through to Distributor's customers and to end users.
 - 1) Any Bourns® Product to be returned under the terms of the warranty may be shipped to Bourns either by Distributor or directly by a Distributor's customer or end user.

- 2) Distributor agrees to provide full cooperation to Bourns in establishing the applicable warranty period for any Distributor's customer or end user buying directly or indirectly through Distributor.
- 3) Distributor agrees not to waive the applicable warranty period limitation either expressly or impliedly by any action or inaction.
- 4) Distributor acknowledges and agrees that the warranty period for any replacement parts will be the remainder of the duration of the original warranty period and the providing of replacement parts will not commence a new 24-month warranty period."

3. EXHIBIT A is hereby deleted in its entirety and is replaced with the attached REVISED EXHIBIT A.
4. All other terms and conditions of the Agreement remain unchanged and in full force and affect.
5. This Amendment #8 shall become effective on the date that the last party signs below.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment #8 to be executed by their respective authorized representatives.

Wendell Industrial Company, Ltd.

By: 

Name: Nicholas Kao

Title: President

Date: Dec 26, 2016

Bourns, Inc.

By: 

Name: J. Kelly Vogt

Title: Senior Vice President, Worldwide Sales

Date: 1-3-2017

Attachments:

- REVISED EXHIBIT A
- REVISED EXHIBIT B

REVISED EXHIBIT A

This Distributor Agreement shall apply to all Bourns® Products, except for Bourns' automotive sensor products as identified at the following link:

<http://www.bourns.com/products/automotive/automotive-sensors>

REVISED EXHIBIT B
BOURNS STANDARD WARRANTY

- A. Warranty and Exclusions. Seller warrants to Buyer that all Goods furnished by Seller pursuant to Buyer's purchase orders: (i) at the time of shipment shall be in compliance with Seller's specifications in effect at the time of manufacture, and (ii) for a period of twenty-four (24) months from the date of shipment under normal handling, storage and use, shall be free from defects in design, materials and workmanship. Excluded from Seller's warranty are prototypes, samples, manufacturing engineering work requests (MEWR), dummy parts or similar Goods and Goods that have been: (i) subject to abuse, misuse, neglect, accident, improper installation, or a use contrary to Seller's written instructions, (ii) altered or repaired by a person other than one expressly authorized by Seller in writing, or (iii) obtained from a non-Seller authorized source. For the avoidance of doubt, Goods that are not manufactured by or for Seller (e.g., Counterfeit Goods) are excluded from Seller's warranty. Goods expressly warranted by Seller and reasonably determined by Seller not to conform to the warranty provisions of this Subsection A are referred to herein as Non-Conforming Goods.
- B. Claim Procedure. Buyer shall notify Seller reasonably promptly after discovery of any Non-Conforming Goods. Buyer shall not return any Goods to Seller without the prior written authorization of Seller. Upon receipt of Seller's authorization and written instructions, Buyer shall return the Goods to Seller in accordance with such written instructions. Seller shall examine the Goods returned by Buyer. If Seller reasonably verifies that the returned Goods are Non-Conforming Goods, Seller shall provide Buyer with one (1) of the remedies set forth in Subsection C below.
- C. Remedies. Seller, at its option, shall repair or replace, or refund the purchase price of, Non-Conforming Goods, or, if mutually agreed by Seller and Buyer, the purchase price of the Non-Conforming Goods shall be reduced by a mutually agreed amount. Seller's obligations and Buyer's remedies with respect to Non-Conforming Goods are solely as set forth in this Subsection C.
- D. Limitations. Seller's express warranty set forth in Subsection A is the only warranty with respect to Goods furnished pursuant to Buyer's purchase order(s). **SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN OR STATUTORY, OR EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS.** Seller's total liability for Non-Conforming Goods shall not exceed the cost of the remedy selected by Seller at its option pursuant to Subsection C above.