



Order No : B820111515
Order Date : 2019/01/29
Print Date : 2019/01/30

Vendor : RFGU005A0B
Guangdong DAPU Telecom Technology C
Ltd.
Acct Name:Guangdong DAPU Telecom Technology Co., Ltd

Bill to : 台揚科技股份有限公司
Microelectronics Technology Inc.
新竹市科學園區創新二路一號
No.1, Innovation Road II,Hsinchu Science Park, Hsinchu 300,Taiwan

Ship VIA :
Ship Term : DAPMTI HQ, Taiwan
Terms : A90

ATTN : Jianping.Li
TEL : 0086-0768-88010888
FAX : 0086-0759-8180098

TEL : 886-3-5773335
FAX : 886-3-5770936
統一編號 : 47255762
Ship To : AMBIT MICROSYSTEMS (SHANGHAI) LTD.
.國基 No.1925,NanLe Road Songjiang,Export Processing Zone,Shanghai,China, 201613 (BTS-A6)
TEL : 021-6120-6688
FAX : 021-6120-6688-21380

Ln	Item Number	Description	Due	Qty Ordered	UM	Cur	NetPrice	PerUnit	ExtCost
	Revision	Grevision	MfgrPartNumber	AML Rev.			MfgrName		GP
	Remark1								
	Remark2								
00010	RFQP324141-10	OSC OCXO 10MHz 3.3V -40/85C Tk 3ppb	2019/03/11	100.000	EA	USD	25,000.00	1,000	2,500.00
		022S-1201-10.00MHZ					(S)DAPU TELECOM		-

**** End of PO ****

Tax Code : 0.00
Line Total : 2,500.00
Total Tax : 0.00
Total : 2,500.00
Buyer : Katie Shen

PO. NOTICES:

- Supplier must confirm the mfr. P/N, revision number and data sheet are consistent with the files in MTI data base.
- Supplier must proactively inform MTI for any PCN change and gain the approval from MTI before shipment is made.
- Supplier must have PCN approval from MTI for raw material changes, mfr. processing changes, revision changes, data sheet changes and etc activities.
- Fail to fulfill MTI PCN requirement, it would result penalty on supplier when MTI finds product failure or raw material inconsistency. All the associated costs will be on supplier.
- EACH SHIPMENT SHALL BE ACCOMPANIED BY PACKING SLIPS & INVOCES WHICH MUST SHOWPURCHASE ORDER NUMBER & MTI PART NUMBER.(請隨貨附統一發票,並於發票註明訂單號碼和台揚料號.)
- BUYER SHALL BE INFORMED BY FAX OR TELEPHONE TWO DAYS IN ADVANCE OF DELIVERY DATE.(請於出貨二日前,以傳真或電話通知採購部.)
- BUYER SHALL ONLY BE INFORMED BY MAIL OR FAX, AS P/O ACKNOWLEDGED BY SELLER.
- BUYER RESERVES THE RIGHT TO CANCEL THIS ORDER AT ANY TIME DELIVERY OF AN ARTICLE IS DESIGNATED AS LATE BY FIFTEEN DAYS, FROM AGREED DATE.
- MTI wishes to control the date code of the received materials. It is to fulfill the first come, first consume management.

Whenever shipping MTI the ordered material, suppliers shall try to control the date codes within 3 periods. (3 different types of date codes and fresh output is preferred).

If this is not achievable to the supplier, please do the individual packing of a single date code.



Shall supplier has any questions, please inform MTI and MTI subsidiary before shipping.

(因應庫存管理先進先出概念,請供應商配合每次進料lots控制在 3 個 D/C 以內,若無法做到,則請將每個 D/C 的料做到分開包裝.以上若有問題,請在出貨前通知採購人員.)

10)For MTI purchased material and the upcoming shipment, the material date code must be within the latest production dates .

Materials ordered by MTI need have as a minimum 2/3 of shelf life remaining, or be the freshest date code possible.

If any exception or special packing/storage requirement, supplier shall refer to purchase order details/description.

PURCHASE ORDER GENERAL TERMS AND CONDITIONS :

1. ACCEPTANCE

1.1 Seller's acceptance of this Purchase Order is expressly and strictly limited to the terms and conditions herein contained and to any Supplemental Terms and Conditions attached hereto; and any additional or different terms heretofore proposed by Seller in any quotation, acknowledgement sales order, agreement or otherwise are rejected.If any controversy, supplier must refer to the MTI group purchasing agreement.

1.2 The terms and conditions set forth below together with those appearing on the face of this purchase order or on any attachments hereto constitute the complete and exclusive agreement between MTI and the seller identified on the face of this Order ("Seller").

1.3 This order takes precedence over any additional or different terms and conditions of Seller, to which objection is hereby made by MTI. No modification of this order shall be binding on either party unless in writing and signed by an authorized representative of each party.

2. PRICES

2.1 Seller may accept this Purchase Order by (a) signing and returning to MTI the acknowledgment copy of this Purchase Order; or (b) by delivering to MTI Seller's written acknowledgment of receipt and/or entry of this Purchase Order, or (c) by commencement of performance of Seller's obligations hereunder.

2.2 Seller shall sell to MTI the goods or services shown on the face of this order at the prices specified:such prices are exclusive of applicable freight charges and duties.Seller warrants that such prices are not in excess of the lowest prices charged by Seller to other similarly situated customers for similar quantities of goods or service of like kind and quality.

3. INVOICES

3.1 Seller shall place this Purchase Order number on all invoices and shall forward all invoices in triplicate to MTI for payment, at the address shown on the face of this Purchase Order.

4. SHIPMENT AND DELIVERY

4.1 Seller shall give MTI notice of any prospective failure to ship Goods or provide Services in time to meet the date on which such Goods or Services must be received by MTI (the "Delivery Date"). If only a portion of Goods is available for shipment to meet the Delivery Date, Seller shall ship the available Goods unless directed by MTI to reschedule shipment. If Seller ships Goods by a Method other than as specified in this Order.Seller shall pay any resulting increase in the cost of freight incurred over that which would have been incurred had Seller complied with MTI's shipping instructions.

4.2 If Seller makes any shipment more than three work days prior to the date required to meet the Delivery Date by the specified Method of transportation, MTI may either return the Goods or delay processing the corresponding invoice until the Delivery Date.

4.3 All Noncomplying Products,overshipments,and early shipments returned by MTI to Seller,and all replacement or reworked Products shipped by Seller to MTI to replace Noncomplying Products, shall be at Seller's risk and expense including transportation charges.



4.4 Seller shall preserve, package, handle and pack the Goods so as to protect the Goods from loss or damage, in conformance with good commercial practices, MTI specifications, government regulations, and other applicable requirements. Seller shall be responsible for any loss or damage due to its failure to properly preserve, package, handle, or pack the Goods; MTI shall not be required to assert any claims for such loss of damage against the common carrier involved.

4.5 Each delivery of Goods to MTI shall include a packing list which contains at least (1) this Order number, (2) the MTI part number, (3) the quantity shipped, and (4) the date of shipment.

5. QUALITY AND WARRANTY

5.1 Seller warrants that these services performed hereunder and all goods delivered hereunder shall be free from any defects in design, workmanship and material, and shall conform strictly to the specifications, drawing or samples specified or furnished. In addition, Seller warrants that only new material (not used or reconditioned) will be used in items to be delivered hereunder and warrants all services performed and goods delivered to be merchantable, and to be fit for the particular purpose for which they are required.

5.2 Seller shall maintain an objective quality program for all Goods and Services in accordance with (1) the current revision of MTI's Supplier Quality System Requirements and (2) any additional or substitute quality requirements listed in this Order or otherwise specified by MTI. Seller shall, upon MTI's request, provide to MTI copies of Seller's program and supporting test documentation.

5.3 Supplier shall provide the goods in accordance with MTI purchase order. Supplier submitted goods, shipping documents and invoice shall indicate MTI part number, manufacturer part number, revision number, requested quantity, unit price, expiration date for special material (with the description and specific requirement on the purchase order), for example, the glue and the package of goods. Supplier shall be also in conformance of its national regulation, labor law, safety and sanitation requirement.

5.4 Supplier shall comply with all applicable laws, regulations, directives, and best commercial practices to ensure safe arrival at destination at the lowest total cost. Supplier shall cooperate with MTI, as requested, in the implementation by Supplier of a traceability that reasonably satisfactory to MTI. Supplier shall engage in continuous improved quality performance including but not limited to adherence to the following items:

- a. Delivery of zero (0) Product defects
- b. Traceable of its sources from raw material to product completion
- c. Improved corrective action response time
- d. Implement industry appropriate statistical process control and statistical product control methods, including but not limited to, Statistical Process Control ("SPC"), & etc.
- e. New product safe-launch planning

5.5 If Supplier delivers Products that are defective, non-conforming, or otherwise fail to comply with the warranties in this Agreement, whether or not apparent upon inspection, Supplier shall promptly and at its sole expense: (i) at MTI's option, re-perform, repair, or replace the affected Products, or provide a refund for the affected Products; (ii) expedite late deliveries and performance; and (iii) pay for any additional related costs, including without limitation inspection by MTI or MTI designated third parties, sorting inventories to isolate affected Products, reworking, retesting, storage, shipping, repackaging, re-installation, expediting, recovering, and replacing the affected Products; (iv) pay to MTI all costs of investigating, recovering, recalling, repairing or replacing MTI products that incorporate or are otherwise potentially impacted by the affected Products; and (v) pay all other costs, charges, fines, penalties, or damages incurred by MTI or its customers related to the affected Products.

6. CHANGES

6.1 Seller is not authorized to make changes in drawings, specifications, configuration, schedules and requirements relating to this Purchase Order, without first obtaining MTI's approval before any change is implemented by Seller or any of Seller's suppliers.

6.2 MTI's engineering, technical or other personnel may from time to time render assistance or give technical advice to or exchange information with Seller's personnel concerning this Purchase



Order or the goods or services to be furnished hereunder. Such assistance, statements or exchange of information shall not constitute a waiver with respect to any of Seller's obligation or T's right hereunder. Any such waiver or exchange to be valid and binding upon MTI must be in writing and signed by an authorized representative of MTI.

7. CONFIDENTIAL INFORMATION

7.1 Seller shall not disclose to any person or entity, other than those employees of Seller who have a need to know, any confidential information of MTI, whether written or oral, which Seller may obtain from MTI or otherwise discover. The term "confidential information" includes without limitation all information or data concerning MTI products (including the discovery, invention, research, improvement, development, manufacture, or sale of MTI products) or business operations.

7.2 Any forecasts provided by MTI are only an accommodation to Seller, and shall not constitute a commitment of any type by MTI.

8. TERMINATION FOR DEFAULT

8.1 If Seller breaches any provision of this Order MTI may, terminate the whole or any part of this order, unless Seller cures the breach within ten work days after receipt of MTI's notice of breach.

9. GOVERNING LAW

9.1 This Purchase Order shall be governed by and construed in accordance with the laws of ROC from which MTI's Purchase Order is issued (without reference to any conflict of law rules).

10. OTHER CLAIMABLE

10.1 MTI is not liable for the components or Semi-finished products with an unauthorized use or infringement of any third party's patent, trademark, service mark, trade secret, mask work right, copyright, or any other intellectual property right.

11. INDEMNIFICATION

Each party shall fully defend, indemnify, and hold harmless the other party, its officers, directors, employees, contractors, agents, attorneys, and insurers ("Indemnified parties") against any and all claims, damages, costs, expenses (including, without limitation, court costs and attorneys' fees), suits, losses, or liabilities ("Claims") for any death, injury, or property damage caused by or arising from acts or omissions of the indemnifying party, its officers, directors, employees, contractors, subcontractors, representatives, or agents ("Indemnifying parties") arising from or connected with the performance of this Agreement. The indemnifying party(ies) shall reimburse the Indemnified parties for all losses, costs, and expenses the Indemnified party(ies) incur as a result of such Claims, including court costs and attorneys' fees. To receive the foregoing indemnities, the party seeking indemnification must promptly notify the other in writing of a Claim and provide reasonable cooperation and full authority to defend or settle the Claim.

12. PRODUCT CHANGE, PRODUCT DISCONTINUANCE, NEW TECHNOLOGY, SERVICE AND SUPPORT

-- Product Change. Supplier shall not make changes to Products or changes to the processes, BOM, materials, design, tools, or locations used to manufacture, assemble, or package the Products without MTI's prior written approval. Supplier shall provide MTI with prior written notice of any intent to make any change covered by this Section and request MTI's approval, by submitting a Product Change Notice (or "PCN"). Supplier shall provide MTI the PCN a minimum of six (6) months prior to any intended change to: (i) the design, content, form, fit, or function of any Product; (ii) the location of manufacture, assembly, or packaging of the Product; or (iii) the part number(s) of any Product. MTI may request additional time to complete qualification of a proposed change, and Supplier must allow for this contingency in its change implementation timing. Backward compatibility to prior Product and software versions is required unless agreed otherwise. If MTI rejects the change(s) or does not provide written acceptance within ninety (90) days of receipt of the PCN, Supplier may not make the change. If



Supplier does not follow MTI's required product change process, Supplier is completely responsible for all direct and indirect consequences, including, without limitation, all costs, damages, losses and expenses incurred by MTI or its customers.

-- Product Discontinuance.

12.1 Discontinuing Product. Before Supplier stops offering any Product for sale to or for MTI for any reason ("Discontinued Product"), unless a longer period is specified in the applicable Product Schedule, Supplier shall give MTI a minimum of six (6) months prior written notice. During the End of Life Period, MTI will a) provide Supplier with a forecast of anticipated demand for the Discontinued Product during the End of Life Period and a final lifetime buy volume forecast; b) may continue to place Orders for Discontinued Product, with delivery not to exceed twelve (12) months from the date of the Order.

12.2 Minimum Order and Supply Period. Notwithstanding anything to the contrary in this Agreement, unless a different period is specified in the applicable Product Schedule, Supplier shall not

initiate an End of Life Period for a Product for a minimum of three (3) years after the later of qualification by MTI for commercial production (i) of the Product or (ii) of a MTI product incorporating a Product

12.3 Supplier agrees that MTI would be irreparably harmed by Supplier's failure to fulfill its obligations under this section, that money damages would not adequately compensate MTI for such harm, and that MTI is entitled to injunctive relief to prevent any threatened or continued breach of this section and to specifically enforce this section, in addition to all other remedies to which MTI may be entitled to at law or in equity. Supplier hereby waives any right to contend that MTI would not be irreparably harmed, would have an adequate remedy at law, is not entitled to specific performance of this section, and that a bond is necessary.