

Raytheon**Raytheon Systems Limited**

Electronic Systems Glenrothes

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Glenrothes, Fife KY7 5PY

Scotland

United Kingdom

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TELEFAX LEAD PAGE

To: Matthieu Benoit From: David Gamba
Department: Department: Semiconductor Products
Company: VARIELEC Date: January 11, 2000
FAX number: 00 331 60 11 63 24 Number of Pages: 4

Dear Matthieu,

With reference to your e-mail of yesterday Raytheon Systems Limited are pleased to quote as follows.

Quotation Reference Number : 5142 SEM

Device : HC3300-0-P-000
Package : 18 Pin Plastic Dual In Line
Quantity : 100 (MOQ)
Price Each : £ 4.60
Delivery : Approximately 6 weeks after order acknowledgement.

General Conditions of Sale of Goods

1. **ACCEPTANCE.** The acceptance of our tender includes the acceptance of the following terms and conditions. No modification to these terms and conditions shall be of any force unless agreed in writing by us and no modification of these terms and conditions shall be recognized by us by the acknowledgement or acceptance of any purchase order form containing different conditions unless otherwise agreed in writing by us. Where the words "unless it has previously been withdrawn or a different period is stated", "unless otherwise stated", "unless otherwise agreed" or "unless it has been agreed that" appear in any clause in these terms and conditions, any such withdrawal, statement or agreement (as the case may be) shall be of no force unless made in writing by us. The acceptance of our tender must be accompanied by sufficient information to enable us to proceed with the order forthwith, otherwise we are at the liberty to amend the tender price to cover any increase in cost which takes place after acceptance.

2. **VALIDITY.** Unless it is previously withdrawn or a different period is stated, our tender is open for acceptance within 30 (Thirty) days only from the date hereof and is subject to our confirmation at the time of such acceptance.
3. **PRICES.** Unless otherwise stated, the price quoted is Ex – Works and excludes Value Added Tax which, where applicable, will be charged at the rate ruling at date of invoice.
4. **PACKING.** Unless otherwise stated, the prices quoted include the cost and provision of packing for the goods to our standard practice. The cost of any packing of a special nature requested by you will be for your account.
5. **LIMITS OF CONTRACT.** Our tender includes only such goods, accessories, services and works as specified herein.
6. **INSPECTION AND TEST.** Our manufactures are carefully inspected and where practicable submitted to our standard tests at our Works before dispatch. Should special tests or tests in the presence of your representative be required these shall, unless otherwise agreed, be made at our Works and will be subject of an additional charge. In the event of delay on your part in attending such tests, after you have received 7 (Seven) days notice that we are ready, the tests will proceed in your absence and shall be deemed to have been made in your presence. For the purpose of this quotation it has been assumed that the product will be tested to the program that is currently in the final stages of development.
7. **CLAIMS FOR SHORT DELIVERY.** All claims for short delivery or non-delivery must be made in writing to us within 14 (Fourteen) days of date of invoice or delivery note. All claims for damage in transit must be made in writing to us within 3 (Three) days of date of invoice or delivery note.
8. **TITLE AND RISK OF LOSS OR DAMAGE.** Unless otherwise agreed, all risks of loss of or damage to the goods pass to you at the time of shipment. Unless otherwise agreed, title to the goods shall pass to you on receipt by us of full payment.

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9. **FORCE MAJEURE.** No liability shall result from delay in performance, or non-performance, caused by circumstances beyond the control of the party affected, including but not limited to act of God, fire, flood, government action, accident, labour trouble or shortage, inability to obtain materials, equipment or transport.
10. **COMPLETION AND LIABILITY FOR DELAY.** Any dates or times quoted or accepted for dispatch, delivery or completion are to date from acceptance by us of a written order to proceed and of all necessary information and drawings to enable us to put the work in hand. Any such dates and times are to be treated as estimates only not involving us in any liability.
11. **EXTRA COST AND TIME.** Should the work be suspended by your instructions or lack of instructions or if we incur extra cost owing to interruptions, delays, overtime, unusual hours, mistakes or work for which we are not responsible, then the contract price shall be increased to cover any extra expense thereby incurred by us and the period for completion shall be correspondingly increased.
12. **TERMS OF PAYMENT.** Any liability on our part under the contract is subject to the terms of payment and all your other obligations to us being observed. Unless otherwise agreed, payment will be against a **PROFORMA INVOICE** prior to the shipment of goods and the goods will only be released for shipment once funds have been cleared through our bank.
13. **CONSEQUENTIAL LOSS OR DAMAGE.** Unless otherwise agreed, we shall not be liable for any consequential loss or damage of any nature with respect to any goods sold or delivered, any service rendered or any failure to meet delivery schedules nor shall we be liable from any consequential loss or damage of any nature arising from the use of the goods.
14. **VALIDITY AND TERMS AND CONDITIONS.** Where there is conflict between or terms and conditions and any other conditions mentioned in or printed on any correspondence exchanged between us, our terms and conditions shall prevail.

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15. YEAR 2000 COMPLIANCE. All orders are now subject to a Year 2000 compliancy requirement. Where you have asked us to design, or assemble, or supply products and components to your specification and guidelines we assume that you have taken the Year 2000 issues into consideration. Therefore we will not as a part of any order undertake any work to check for Year 2000 compliance unless you specifically request this, and any such checking as required will be in the form of a separate contract. We further assume that there will be no liability, warranty, performance, or functionality requirements for us for Year 2000 issues.

I hope that you find the information above acceptable. Should you require any additional information or assistance please do not hesitate to contact me directly.

With best regards,



DAVID GAMBA
Customer Service Manager
Semiconductor Products Business Group