

## Appendix B – Equipment

These supplemental Equipment Terms and Conditions (“**Equipment Terms and Conditions**”) shall apply to the purchase of Product(s), specifically classified by Qorvo as equipment (the “**Equipment**”). Where there is a conflict between the Standard+ Terms and Conditions and these Equipment Terms and Conditions, these Equipment Terms and Conditions shall govern. Capitalized terms not otherwise defined herein shall have the same meaning as in the Standard+ Terms and Conditions.

1. **Copy Exact.** Qorvo may, at its discretion, waive the Equipment Specification requirement and instead require Supplier to provide the Equipment delivered in the exact form and configuration as provided by Supplier in a previous order (“**Copy Exact**”). In the event Qorvo designates this Order to be a Copy Exact Order, Qorvo will reference the prior purchase order number and/or Supplier serial number of the Equipment to be copied. If for any reason it is not possible for Supplier to fulfill this requirement, Supplier shall be responsible for identifying all differences (e.g., hardware, software, etc.) between the Equipment requested to be copied and the Equipment available. Supplier shall be responsible to obtain a revised Order from Qorvo explicitly documenting these differences and specifying the acceptable deviations from the Copy Exact requirement. In the event Supplier fails to obtain a revised Order specifying the acceptable deviations, Supplier will be solely responsible for any and all costs associated with making the Equipment an exact copy of the original product. Qorvo shall not be responsible for any costs associated with accomplishing this requirement, other than those provided for in this Order. In the event Supplier cannot meet Qorvo’s Copy Exact requirements, Qorvo reserves the right to cancel this Agreement.
2. **Title and Risk of Loss.** Notwithstanding any prior inspections, and irrespective of the Incoterm point named in Standard+ Terms and Conditions, Supplier shall bear all risks of loss, damage, and destruction to the Equipment until final acceptance by Qorvo, in accordance with Section 5 of these Equipment Terms and Conditions. Further, Supplier shall bear the same risks with respect to any Equipment rejected by Qorvo or as to which Qorvo has revoked its acceptance, from the time of such rejection or revocation. Title to and risk of loss of the Equipment shall pass to Qorvo upon final acceptance.
3. **Pre-Installation.** Supplier will provide Qorvo with Supplier’s then current installation requirements, including the location space and storage needs. Supplier shall review the Pre-Installation Conditions (defined below) with Qorvo to confirm that Qorvo understands such requirements. Qorvo is responsible for the following: (a) ensuring the site’s compatibility with Supplier’s shipment crates; (b) providing environmentally adequate storage space for the Equipment upon arrival at Qorvo’s facility and prior to installation; (c) providing access to the facility to Supplier’s employees for pre-installation surveys, unpacking, and installation of the Equipment; (d) making available Qorvo personnel in sufficient numbers to assist Supplier during pre-installation, unpacking, and installation; (e) establishing and maintaining additional site conditions as indicated pursuant to Supplier’s then current installation requirements; and (f) providing any other support or assistance as reasonably requested by Supplier (the “**Pre-Installation Conditions**”).
4. **Installation.** The Equipment shall be installed by Supplier in accordance with the Specifications.
5. **Acceptance Criteria.**
  - a. Prior to shipment, the Equipment will be subjected to Supplier’s standard factory-acceptance testing and any additional testing which Qorvo may require, at Supplier’s factory (the “**Factory Acceptance Test**”). The Factory Acceptance Test shall be performed in compliance with the Supplier’s then standard procedures and specifications (“**Acceptance Test Procedure**”) as defined by Supplier and agreed upon by Qorvo and such other procedures and Specifications directed by Qorvo. Qorvo may attend the Factory Acceptance Test at Qorvo’s expense. Supplier shall provide Qorvo with written verification of the Equipment’s performance in accordance with the Acceptance Test Procedure. Upon delivery of and acceptance of such verification by Qorvo, Supplier is authorized to proceed with shipment of the Equipment. However, if the Factory Acceptance Test fails, Supplier shall immediately give notice thereof to Qorvo, including a detailed, mutually agreeable plan of remediation, and Supplier will pay all Qorvo costs associated with performance failure and the reperformance of the Factory Acceptance Test, including the cost of Qorvo’s attendance.
  - b. After on-site installation at the destination specified on the face of this Order, the Equipment will be subjected to on-site acceptance testing that is mutually agreed to by the Parties (the “**Site Acceptance Test**”). Supplier may attend the Site Acceptance Test. When the Equipment meet the Site Acceptance Test, the installation shall be deemed to be completed and the Equipment shall be deemed accepted (the “**Final Acceptance Date**”). If the Equipment fails meet the Site Acceptance Test, Qorvo may reject the Equipment without any liability.
6. **Termination Effect.** In the event of any termination of this Agreement, Qorvo may require Supplier to transfer title of and deliver to Qorvo, as directed by Qorvo, such: (a) Equipment; and (b) partially completed Equipment, materials, parts, tools, dies, jigs, fixtures, plans, drawing, information, and contract rights (“**Manufacturing Materials**”), produced, or acquired, in connection with the performance of this Agreement. Prices for partially completed Equipment and Manufacturing Materials shall be negotiated; however, such prices shall not exceed the prices set forth in this Order. In addition, Supplier will continue to make spare parts, repair services, documentation for the Equipment purchased under this Agreement available for purchase by Qorvo under its then current terms and conditions seven (7) years from the date of termination.