

Appendix B – Equipment

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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

本补充设备采购条款和条件 (“**设备条款和条件**”) 适用于被 Qorvo 特别归类为设备 (“**设备**”) 的产品的采购。如果标准+条款和条件与本设备条款和条件存在冲突之处，则以本设备条款和条件为准。本附件中未另行定义的专业术语应具有标准+条款和条件中相同的含义。

- 1. 精确复制。** Qorvo 可自行决定放弃对设备规格的要求，转而要求供应商交付与其在先前订单中提供的格式和配置完全一致的设备 (“**精确复制**”)。如果 Qorvo 指定本订单为精确复制订单，Qorvo 将注明之前的订单号和/或将被精确复制设备的供应商序列号。如果供应商无法满足该项要求，供应商应负责明确说明要求精确复制的设备和现有设备之间的所有差异（如硬件、软件等差异）。供应商有义务从 Qorvo 获得经修改的订单，明确说明该等差异并注明可接受与精确复制要求之间的偏差。如果供应商未能从 Qorvo 获得经修改的订单明确可接受的偏差，供应商将自行承担将设备改造成原产品的精确复制品相关的所有费用。除本订单约定的费用外，Qorvo 不承担与完成这一要求相关的任何费用。如果供应商无法满足 Qorvo 精确复制的要求，Qorvo 保留解除本协议的权利。
- 2. 所有权和损失风险。** 尽管存在任何预先检验，且不考虑标准+条款和条件中指定的国际贸易术语，在根据本设备条款和条件第 5 条的约定最终接受设备之前，供应商应承担设备遭受损失、损害和破坏的全部风险。此外，供应商应自 Qorvo 拒收或撤销其对任一设备的接受时起承担该等拒收或撤销接受设备相关的一切损失风险。设备的所有权和损失风险应在最终验收通过时转移至 Qorvo。
- 3. 预安装。** 供应商将向 Qorvo 提供供应商届时的安装要求，包括位置和存储需求。供应商应与 Qorvo 一同审阅预安装条件（定义见下文），以确认 Qorvo 理解该等要求。Qorvo 负责：(a) 确保场地与供应商装运箱的兼容性；(b) 在设备到达 Qorvo 的工厂时并在安装之前，为设备提供充足的存储空间；(c) 允许供应商的员工进入场地进行设备的安装前调查、开箱和安装；(d) 提供充足的人手协助供应商进行预安

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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

装、拆包和安装；(e) 根据供应商届时的安装要求提供并维持其他场地条件；及 (f) 提供供应商合理要求的任何其他支持或协助 ("**预安装条件**")。

4. **安装。** 供应商应根据规格安装设备。

5. **验收标准。**

a. 在装运之前，设备将在供应商的工厂接受供应商的标准工厂验收测试以及 Qorvo 可能要求的任何额外测试 ("**工厂验收测试**")。工厂验收测试应根据供应商确定并经 Qorvo 同意的供应商届时适用的标准程序和要求 ("**验收测试程序**") 以及 Qorvo 指示的其他程序和规格进行。Qorvo 可以参加工厂验收测试，费用由 Qorvo 承担。供应商应基于验收测试程序向 Qorvo 提供设备性能的书面确认。在供应商交付且 Qorvo 接受该等确认后，供应商即获授权继续装运设备。如果工厂验收测试未通过，供应商应立即通知 Qorvo，通知应包括双方一致同意的详细整改计划，且供应商应支付 Qorvo 与测试失败和重新组织工厂验收测试相关的所有费用，包括参加工厂验收测试的费用。

b. 设备按本订单要求的目的地进行现场安装后，经双方协商一致，将进行现场验收测试 ("**现场验收测试**")。供应商可参加现场验收测试。设备通过现场验收测试后，其安装工作完成并被视为验收合格 ("**最终验收日**")。如果设备未能通过现场验收测试，Qorvo 有权拒收设备且无需承担任何责任。

6. **终止效力。** 如果本协议因任何原因终止，按照 Qorvo 的指示，供应商应将 (a) 设备；及 (b) 供应商为履行本协议所生产或获得的任何半成品设备，材料，零件，工具，模具，夹具，装置，计划，图纸，信息以及合同权利 ("**制造材料**")。半成品和生产材料的所有权转让并将其交付给 Qorvo。设备半成品和生产

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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.

材料的价格应协商确定，但该等价格不得超过本订单载明的价格。此外，供应商应继续提供本协议项下所购设备的备件、修理服务及文档，供 Qorvo 根据 Qorvo 届时的条款和条件在终止日起的七（7）年内购买。