

NATIONAL INSTRUMENTS EUROPE KFT/NI HUNGARY KFT.
TERMS & CONDITIONS
Revised February 2007

1. **ACCEPTANCE.** The Purchase Order to which these terms and conditions apply is only an offer by National Instruments Europe Kft. or NI Hungary Kft. as specified on the face thereof ("NI" or "Buyer") to enter into a contract. Such Purchase Order and these accompanying terms and conditions are collectively hereafter referred to as the "Order."
2. **BLANKET EDI PURCHASE ORDER.** Quantities of goods listed on a blanket EDI Purchase Order are non-binding estimates only. As such, they are not a commitment by Buyer to purchase and are subject to change. A blanket EDI Purchase Order has been created to support an electronic release process ("EDI Release"). Shipments against a blanket EDI Purchase Order are only authorized through an actual EDI Release. Only an EDI Release shall constitute an offer by NI to buy from Seller, in accordance with these terms and conditions, the quantities of goods listed therein.
3. **PURCHASE ORDER CONFIRMATION AND ACCEPTANCE.** All communication, technical guidance and instructions relating to this Order shall be accomplished directly between NI Procurement and the Seller's authorized representative. Purchase order confirmations have to be sent back within 48 hours after getting the purchase order from NI. If purchase orders are not confirmed or rejected in writing within 48 hours, all dates, quantities and other terms are deemed to be confirmed by the Seller.

Any of the following acts constitutes Seller's acceptance of the terms and conditions of this Order: (i) Seller's initiation of performance under this Order or (ii) Seller's acceptance of any payment by NI hereunder. This Order expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by Seller are rejected unless expressly agreed to by NI in writing.

Buyer in its sole discretion and with no obligation to compensate the Seller may revoke the Order prior the confirmation of the Seller.

4. **DELIVERY.** Time of delivery is of the essence against this Order. Delivery shall not be deemed to be complete until goods have been actually received and accepted by Buyer, notwithstanding any agreement to pay freight or other related charges. NI applies "Dock dates" on its orders which means the date when the shipment has to arrive to Debrecen facility (Debrecen, Határ út 1/A, H-4031, Hungary. Unless different dates are provided in the applicable Order, delivery is considered "on-time" when goods are received at NI no later than the one (1) business day after the contracted delivery date ("Dock Date") and no

earlier than seven (7) business days before the Dock Date. Seller shall calculate with transit time from its location and provide on time delivery (above) accordingly. Seller shall immediately notify Buyer if unable to meet this on-time delivery schedule (the "Delivery Schedule"). If it appears that Seller will not meet the Delivery Schedule, Seller shall, if requested by Buyer, ship goods via air freight or other expedited routing to avoid or minimize delay to the maximum extent possible, the added cost to be borne by Seller. NI may, at its discretion, deem goods delivered outside of the Delivery Schedule to be nonconforming and may either return such goods to Seller, at Seller's expense, for full credit; agree to a revised Delivery Schedule; or cancel this Order or remainder thereof without liability, purchase the goods elsewhere, and charge Seller with any loss incurred through Seller's failure to meet the Delivery Schedule. Acceptance by Buyer of a later delivery of either the whole or a part of the Order shall not constitute a waiver of Buyer's claim for any damage which the late delivery may have caused.

5. **CHANGES.** Buyer may at any time, by written order, make changes within the general scope of this Order in any one or more areas: (1) drawings, designs and specifications, (2) method of shipment, (3) place of delivery, inspection and acceptance, (4) reasonable increases or decreases in quantity and/or (5) reasonable changes in the Delivery Schedule. Seller shall immediately perform any such changes to this Order; provided, however, if such a change causes an increase or decrease in cost or time required for the performance of this Order, these factors are to be negotiated in writing with the Buyer prior to effecting the change.

6. **TERMINATION.** Buyer may at any time terminate this Order in whole or in part by written notice to Seller. Seller shall thereupon as directed cease work and as directed deliver to Buyer all completed and partially completed goods, articles or materials and work in process/progress, and Buyer shall pay the Seller the following:
 - (a) The price stipulated in this Order for all goods, articles or materials which have been completed prior to such termination and which are accepted by Buyer.
 - (b) Actual expenditures made by Seller in connection with the uncompleted portion of this Order including reasonable cancellation charges paid by Seller on account of commitments made under this Order; provided, however, in no event shall such amount exceed the total price originally set forth in the Order.

7. **DEFAULT AND FORCE MAJURE.** In the event Seller shall fail to comply with any of the terms and conditions herein, Buyer may terminate this Order in full or in part, and may consider such non-compliance as a breach of this Order.

Buyer expressly reserves the right to pursue the remedies, in addition to any remedies provided for hereunder, provided by law in the case of any such breach and no action by Buyer shall constitute a waiver of any such right or remedy. Buyer may cancel this Order in whole or in part by written notice in the event that any proceedings are instituted by or against either party in bankruptcy or insolvency under any provision of applicable bankruptcy laws or in the event of any assignment for the benefit of creditors.

Force Majeure or Acts of God shall only release Seller from the obligation to perform the Order if Buyer is informed as soon as possible but not later than 2 days of occurrence of these circumstances.

8. **WARRANTIES AND INSPECTION.** Seller warrants that all goods delivered under this Order will conform to Buyer's specifications, drawings and approved samples, if any, and will be of good material and workmanship and will be free from defects. All goods are subject to a final inspection and acceptance at destination, notwithstanding prior payments or inspection at source. Buyer reserves the right to perform source inspection and conduct quality audits at Seller's or their sub-contractor's location with reasonable prior notification. If any of the delivered goods do not conform to the Order or the specifications, drawings and approved samples, have other defects or are found not to have promised qualities, Seller shall be informed within a reasonable time by means of a written inspection report by Buyer. For replacement and repaired goods, Seller shall be liable to the same extent as for the originally owed shipments. Buyer, without limitation to its other rights and in its sole discretion, may deem as nonconforming any goods containing defective materials or workmanship; not conforming to the Buyer's specifications, drawings, and approved samples, if any; or which are not as ordered. Buyer, in addition to its remedies under the Hungarian Civil Code or other applicable law, may reject such defective or non-conforming goods, require correction, charge Seller with any loss incurred or accept them with an equitable adjustment in price. No replacement of defective or nonconforming goods shall be made by Seller unless specified in writing by Buyer. Rejected goods shall be returned at the expense and risk of the Seller.
9. **PRICES.** If Seller is not in full agreement with price and terms indicated herein, Seller will notify Buyer in writing before proceeding with Order. Seller is not to fill this Order at a price higher than shown on the face of this Order without express prior written authorization from Buyer. Seller will give Buyer benefit of any price reduction made by Seller during the time period of this Order, such reduction to apply on quantities undelivered as of the date of such reduction.
10. **PATENTS LIABILITY.** In the event that any article or goods sold and delivered hereunder shall be covered by any patent, copyright, other intellectual property right, or application therefore, Seller will indemnify and hold harmless

Buyer from any and all loss, cost, or expense on account of any and all claims, suits, or judgments on account of the use or sale of such article or goods in violation of rights under such patent, copyright, other intellectual property right, or application to the extent the goods are not manufactured pursuant to design specified by Buyer and such design is the reason for such violation of rights. Seller agrees to indemnify, defend, and hold harmless Buyer, its trustees, officers, agents, and employees from and against any and all claims and demands which may arise in any way out of the furnishing of goods or services hereunder, including, without limitation, claims and demands arising from injury to or death of personnel of Buyer or for damage to the property of Buyer; EVEN IF DUE IN PART TO BUYER'S CONCURRENT NEGLIGENCE OR OTHER FAULT WITHOUT REGARD TO FAULT; PROVIDED, HOWEVER, THAT SELLER'S CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO THE PERCENTAGE OF THE CLAIMANT'S DAMAGES OR INJURIES OR THE SETTLEMENT AMOUNT ATTRIBUTABLE TO BUYER'S NEGLIGENCE. Buyer agrees to notify Seller promptly of any such claim or action after Buyer itself receives written notice of any such claim or action.

11. BUYER'S PROPERTY. All tools, patterns, specifications, drawing, designs or other property furnished or paid for by Buyer for Seller's use in filling this Order shall remain the property of Buyer, and the Seller shall not use the same in connection with any other customer's work. Seller shall be responsible for and shall safeguard all secret, confidential or restricted matters disclosed by Buyer to Seller.

All tools, patterns, specifications, drawing, designs or other property, technical or business information supplied by the Buyer to the Seller shall be deemed to be confidential and so kept by the Seller during the performance of the Order and after the fulfillment of the Order.

12. TOOLING/TEST FIXTURE EQUIPMENT. By accepting a Tooling/Equipment Purchase Order the Seller agrees to the following:

- Title to such tooling/equipment vests solely with NI.
- To permanently identify and mark tooling in order to provide Seller and NI or NI-designated third party representative(s) the ability to easily identify such tooling.
- To store, maintain and otherwise insure that tooling/equipment is in working order for original purpose intended.
- To surrender and/or ship all tooling/equipment as instructed by NI Procurement with no tooling removal charges to be incurred.
- The tooling/equipment shall be used solely for the benefit of NI. As such, items may not be produced from NI-owned tooling for any purpose other than NI exclusive benefit without NI Procurement's written authorization.
- All risk of loss or damage to tooling/equipment shall be borne by Seller until such tooling has been returned to NI.

- Any tooling disposition instructions shall be provided only by written agreement from NI Procurement.
 - Tooling life shall be provided by the Seller, in writing, upon receipt of this Tooling/Equipment Purchase Order.
13. COMPLIANCE WITH LAWS. Unless otherwise specified in this Order, the prices include all applicable federal, state and local taxes. Seller shall comply with all applicable state, federal and local laws and regulations. Seller agrees to indemnify and hold Buyer harmless from and against any and all costs, expenses, penalties or other liabilities attributable to Seller's violation of this condition.
14. PACKAGING, SHIPPING AND INVOICING. In order to insure uniform packaging and minimize damage to goods and to endeavor to secure the lowest transportation costs, all goods purchased against this Order must be packaged in a fashion that suitably protects the shipment contents, including protection against electrostatic discharge and moisture as appropriate. Failure to comply with this packaging requirement may result in damage to the goods which may, at NI's sole discretion, result in the goods being deemed nonconforming by NI. Goods returned for packaging non-compliance and/or shipping damage may be returned to Seller, at Seller's expense, for full credit. Buyer will not allow extra charges for boxing, packing, cartage or other similar charges unless previously agreed to in writing. Buyer's Order number and part number must be plainly marked on all invoices, packages, packing slips included with material, shipping documents, and correspondence. A separate invoice shall be issued for each shipment and all invoices must show net or cash discount terms. Goods on this Order must not be billed with those on other orders. Unless otherwise specified in the Order, no invoice shall be issued prior to shipment of goods and no payment will be made prior to receipt and acceptance of goods and correct invoice. Unless freight and other charges, where applicable, are itemized, discount will be taken on full amount of invoice.
15. GENERAL. The validity, performance, and construction of this Order shall be governed by the laws of Republic of Hungary. The competent court of Debrecen, Hungary shall be the exclusive venue for all legal disputes arising from this Order.

Seller shall not assign the Order or publicize the making hereof without the prior written consent of the Buyer. Seller agrees not to use the name of the Buyer or to quote the opinion of any of Buyer's employees in any advertising without obtaining the prior written consent of Buyer. Buyer may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of business. The remedies provided herein to Buyer are cumulative and in addition to any remedies at law. No

waiver of a breach by Seller hereunder shall constitute a continuing waiver of such breach.

16. **GOVERNMENT CONTRACTS.** If this Order is issued for any purpose which is either directly or indirectly connected with the performance of a prime contract with the U.S. Government or a subcontract thereunder, each of the herein below named clauses (or other applicable clauses) as set forth in the Federal Acquisition Regulations (or Executive Orders promulgated thereunder) in effect on the date of this Order is incorporated herein by reference if such clause or any earlier edition thereof is in said prime contract or subcontract, the clauses so incorporated herein applying to Seller as though Seller were a prime contractor, and in such manner as will enable Buyer to meet its obligations arising out of the Government prime contract or subcontract.

FAR 52.225-3	Buy American Act
FAR 52.222-4	Contract Work Hours and Safety Standards Act--Overtime Compensation
FAR 52.222-20	Walsh-Healey Public Contracts Act
FAR 52.222-26	Equal Opportunity (if this Order exceeds \$10,000 in any 12-month period) (Includes Executive Order 11246)
FAR 52.222-21	Certification of Non-Segregated Facilities
FAR 52.222-25	Affirmative Action Compliance
FAR 52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (if this Order exceeds \$10,000)
FAR 52.222-36	Affirmative Action for Handicapped Workers
Executive Order 11625	Utilization of Small Business and Small Disadvantaged Business Concerns (if this Order exceeds \$10,000)

EEO COMPLIANCE. As applicable, Supplier shall comply with the following Equal Employment Opportunity requirements: **41** CFR sec 60-1.4(a), Equal Opportunity; **41** CFR sec 60-250.5, Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era; and **41** CFR sec 60- 741.5, Equal Opportunity for Workers with Disabilities.

17. **ASSIGNMENT.** This Order shall not be assigned by the Seller to any other party without the prior written consent by the Buyer.
18. **NOTICES.** Any other notices required or permitted to be given pursuant to this Order will be given in writing and sent by fax or registered mail. Whenever a notice or request is required to be given at or prior to a particular time, such notice or request must be actually received by the party to whom it is requested to be given.
19. **SEVERABILITY.** If individual terms of this Order are or became ineffective and/or void, either as a whole or in part, this fact shall have no effect on the

validity of the remainder of the Order unless the Order cannot be completed without the ineffective/void terms. The parties agree to replace the ineffective/void term by one which serves the purpose of the Order as closely as possible.