



The following attachment contains our current inventory of semiconductor equipment being offered for sale. This equipment is owned by and is in Micron's possession in our Virginia facility. We are accepting offers for this equipment under the following terms and conditions.

1. Payment. Buyer shall make payment in full, prior to delivery of the Equipment. Funds shall be in the form of cashier's check or wire transfer. All applicable duties and taxes shall be paid by Buyer. Any sales commissions will be paid by Buyer, unless prior agreement with Micron.
2. Delivery. Shipping terms are EXW, (INCOTERMS 2000), Seller's dock. Seller's liability for delivery shall cease and title and all risk of loss or damage shall pass to Buyer upon Seller making the Equipment available to Buyer on the delivery date, regardless of any provision for payment of freight or insurance or the form of shipping documents. Equipment held by Seller for Buyer shall be at Buyer's risk and expense. Buyer is responsible for packing and loading the Equipment for shipment and/or for clearing the Equipment for export. Buyer shall pay all packing, packaging, loading, transportation, export, customs and insurance costs.
3. **NO WARRANTY. THE EQUIPMENT IS USED AND IS SOLD "AS IS", WITH ALL FAULTS ACCEPTED WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT.**
4. **LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM MICRON'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SALE, WHETHER DUE TO BREACH OF CONTRACT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE.**
5. Governing Law. This Agreement is governed by the laws of the State of Idaho. Parties agree that Idaho courts have jurisdiction over themselves and this Agreement, that Idaho is an appropriate place of venue for any litigation arising hereunder, and that all litigation related to this Agreement shall, to the extent possible, be in Idaho.
6. Sales Tax. Idaho, Utah, Minnesota, Virginia, or California sales tax are the responsibility of the Buyer and will be collected by Micron, when applicable, unless a Resale Certificate or Production Exemption Certificate is submitted to Micron.
7. Indemnification. Buyer, on behalf of itself and its employees and agents, shall indemnify, defend and hold harmless Micron, its subsidiaries and affiliates and their directors, officers, agents, and employees from and against any and all liabilities, claims, demands, damages, causes of action, losses, expenses and attorney's fees, whether known or unknown, arising out of the Buyer's purchase or use of the Equipment.

If you are interested in any of the equipment listed, and wish to submit an offer, or require additional information, please contact me at (208) 368-3750 or fax (208) 363-3426. I am available to answer questions you may have or to discuss specific configurations, terms and conditions or other aspects concerning items listed.

Respectfully,
Jeff Anderson
Jeff Anderson
Investment Recovery

