

**TERMS AND CONDITIONS
PURCHASE OF GOODS**



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1. DEFINITIONS

Affiliate	Any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
Buyer	The Component Sourcing International company named on the Purchase Order who procures the Goods from the Seller.
Customer Furnished Property	All tools, patterns, equipment, materials or other property that is furnished by Buyer to Seller to finish the Goods (including consigned material), or purchased by Buyer from Seller which is to be “delivered in place” and stored at Seller’s facility.
Goods	All material, equipment, supplies and other items (which includes, without limitation, raw materials, components, intermediate assemblies, and end products) to be furnished by Seller under the Purchase Order.
Party or Parties	Buyer and or Seller individually or collectively, as context may dictate.
Purchase Order	The written Purchase Order between Buyer and Seller, which refers to and incorporates these Terms and Conditions together with any and all written change orders, modifications and supplements including appendices or attachments thereto, for the supply of Goods. Herein referred to as “Order”.
Seller	The firm, company or other corporate entity (including its successors and/or permitted assignees) contracted by the Purchase Order to supply Goods to the Buyer; synonymous with “Supplier”.
Sub-Seller	Vendor, supplier, materialman, consultant, contractor, subcontractor or other person or entity providing Goods or Services directly or indirectly to Seller in connection with the Purchase Order.

2. ACCEPTANCE

Seller, by acceptance of this Order, agrees to all terms and conditions hereof. Acceptance of this Order is established by return of the signed acknowledgment copy hereof or fulfillment of any part of this Order, or any other conduct by Seller which recognizes the existence of a contract pertaining to the subject matter of such Order. Any terms and conditions proposed in Seller’s offer, acceptance or in any acknowledgement, invoice or other form of Seller that add to, vary from, or conflict with the terms herein are hereby rejected.

3. CONFIDENTIALITY

All technical data, specifications, documents, designs, artwork, drawings and any other non-public information revealed or disclosed in any form

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or manner to Seller by Buyer is proprietary and confidential and remains Buyer's property. The information is provided to Seller solely for the purpose of Seller's performance of this Order and on the express condition that neither this Order nor the information contained therein or provided in connection therewith shall be disclosed to others nor used for any purpose other than in connection with this Order without Buyer's prior express written consent. Buyer reserves the right to request that Seller return all such information to Buyer or destroy it. Seller's obligations under this paragraph shall survive the cancellation, termination or other completion of this Order.

Buyer may require Seller's employees, contractors, sub-sellers and other Seller personnel involved in the performance of the Purchase Order to execute an individual confidentiality agreement prior to any disclosure. The provisions protecting Buyer's information in any separate confidentiality or non-disclosure agreement heretofore executed by Seller in connection with Buyer's business, this Order, or any other contract pertaining to the Goods, are hereby expressly incorporated within this Order, and these provisions are in addition to such agreement.

4. PRICE

Seller agrees to the prices and conditions as set forth herein. The prices are fixed, firm and not subject to any form of escalation, surcharge or variation. All monetary amounts are in U.S. dollars unless another currency is specified on this Order. Any change must be authorized on a written change Order by Buyer. If price is missing on this Order, Seller must notify Buyer of the price and Seller's acceptance must be in writing before filling this Order.

5. INVOICES

Seller's invoices shall reference the Order number, line number (where applicable), release number (where applicable), item number, description of items, sizes, quantities, unit prices and extended totals. If an Order contains more than one item, Seller's invoice will make the proper reference. Invoices are to be emailed in PDF format to Buyer at ap@componentsourcing.com for processing. Each invoice must include backup (if applicable) attached to the invoice with the invoice being the first page. Seller can email multiple invoices on one email, but must be separate attachments. For matching purposes, invoices shall be rendered separately for each delivery and Buyer will accept only one invoice per Order. The date of receipt by Buyer of a proper, complete and fully substantiated invoice from Seller will establish the effective date of the invoice. Seller will submit all invoices for Goods to the attention of the Buyer at the address identified in the Order.

6. TAXES

Buyer will not be liable for any taxes with respect to an Order, except for sales, use, excise, ad valorem, value added, or consumption taxes imposed by any governmental authority for the purchase of the Goods, which Seller is required by law to collect from Buyer. Seller shall not collect or remit, and Buyer shall not be liable for, any such taxes if Buyer has provided Seller with an applicable tax exemption certificate. If Buyer is required by the law of any jurisdiction to withhold any taxes, duties, fees, levies, or charges ("Withholding Taxes") from any fees or other charges (including reimbursement of expenses) paid to Seller, Buyer will be entitled to deduct the amount of such Withholding Taxes from the amount of such fees or other charges (including reimbursement of expenses). If Seller is either exempt from withholding or entitled to a reduced rate of withholding pursuant to a tax treaty or other applicable law, and provides Buyer with adequate documentation of such

exemption from or reduced rate of withholding, Buyer will be entitled to withhold only such Withholding Taxes from which Seller is not exempt. If it is ever determined that any tax included in the price paid by Buyer was not required to be paid, Seller agrees to refund promptly such amount to Buyer.

Applicable freight charges and sales and use taxes shall be stated separately on invoices. Freight charges shall be supported by copies of the paid freight bill and bill of lading. Taxes shall be remitted by Seller to the appropriate taxing authority. All invoices shall comply with the requirements of each relevant taxing authority and shall contain data and registration numbers that will enable Buyer to obtain appropriate credit for any tax charged.

7. PAYMENT

As full consideration for Seller's satisfactory provision of the goods or performance of the services, Buyer's payment of any such invoice shall constitute full and complete satisfaction of any and all actual and potential fees for the billing period covered by the invoice. Buyer does not process partial payments. All invoices will be paid for the current balance that is due on the invoice. If a partial amount is due, Seller will need to submit a revised invoice for the correct amount. Buyer will not change the amount of the invoice for processing. All payment terms will be calculated from either the date all Goods ordered are received by Buyer or the effective date of the invoice, whichever occurs later. Payment terms will be considered satisfied based upon date of postmark of payment, or if EFT payment, date of transmission. Buyer may withhold any amounts that are disputed in good faith. Payment shall not be deemed as release of the Seller from its responsibilities of this Order or constitute a waiver of any claims Buyer may have against Seller.

8. PRESUMPTIONS

Seller shall be conclusively presumed to have waived Seller's right to receive payment for Goods covered by any Order if Seller has not submitted an invoice for the Goods within one (1) year of the date of this Order. Seller's submission of an invoice shall give rise to a presumption that the charges are the full amount Seller is due for the goods or services listed on or referred to in the invoice for the purpose of determining the existence of any underpayment. Seller may submit supplemental invoices only if accompanied by a photocopy of the original invoice and documentation acceptable to Buyer that establishes the validity of Seller's claim for underpayment. If Seller fails to furnish a supplemental invoice and supporting documentation within three (3) months after the Delivery Date or three (3) months after the date of the original invoice, whichever occurs later, the claim shall be conclusively presumed waived.

9. PACKAGING

Unless otherwise specified, the Goods Seller delivers to Buyer shall be (a) packed, packaged, marked and otherwise prepared for shipment in a manner which is in accordance with good commercial practice and Buyer's instructions to protect against damage and deterioration, (b) acceptable to common carriers for shipment at the lowest rate for the particular goods and in accordance with applicable regulations, and (c) adequate to insure safe arrival at the named destination. Each package or container shall be marked with necessary lifting, handling, and shipping information and Buyer's part number(s), Order number(s), date or dates. An itemized packing list and bill of lading must be enclosed in all shipments showing the Buyer's part number(s), Order number(s) and exact quantity and description of the goods shipped. No separate charges of any kind, including charges for inspection or for packaging, crating, freight, express or cartage will be allowed unless specified on Order.

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10. DELIVERY

Time is of the essence. Seller agrees to comply with Buyer's shipping, delivery, installation or startup schedules (as applicable) without any delay and without anticipating Buyer's requirements. Shipments must equal the exact amounts identified in this Order and no partial shipments or runt cartons, changes or substitutions in specifications may be made without Buyer's prior written consent. Buyer's acceptance of late shipments or partial shipments shall not constitute a waiver of any of Buyer's rights to collect damages for goods not delivered or for late delivery. No delivery of any Goods shall be considered made or completed until such Goods are finally delivered to Buyer's named location in their entirety, including but not limited to repair or replacement of any defective or missing parts.

Seller shall report to Buyer any delays in a schedule immediately as they become known to Seller. Buyer reserves the right to cancel this Order and affect cover if Seller cannot comply with the schedule(s) indicated on this Order. If dates are not specified on this Order, Seller shall procure materials, fabricate, assemble and ship goods or provide services only as authorized by shipment releases Buyer issues to Seller. Buyer may return over-shipments to Seller at Seller's expense for all packing, handling, sorting and transportation. Buyer may from time to time, and with reasonable notice, suspend schedules specified in this Order or such shipment releases. Seller's unexcused failure to meet the delivery schedule without Buyer's written consent may constitute a breach of contract or default hereunder. Buyer may back charge Seller for all direct costs and expenses of any nature resulting from Seller's unexcused nonperformance, use of premium transportation not caused by force majeure events, and delays or failure to meet the required delivery schedule as agreed in the Purchase Order including any liquidated damages.

11. TRANSPORTATION

Goods covered by this contract shall be shipped in accordance with Incoterms 2010. The applicable Incoterms will be specified on the face of this order. Unless otherwise provided on this Order, delivery of Goods shall be "F.O.B. Destination, Freight Collect". In this case, Buyer will designate the carrier and level of service. Seller's prices shall include any and all related customs duty. No charges for unauthorized transportation will be allowed. Any unauthorized shipment which will result in excess transportation charges must be fully prepaid by the Seller. Title to said goods shall pass to Buyer on the earlier of the (a) manufacturing required date or (b) use date. Risk of loss and damage shall pass to the Buyer upon delivery. Seller shall release shipments at the lowest released valuation, if applicable. If Seller does not comply with the stated delivery schedule, Buyer may, in addition to any other rights which Buyer may have under this Order, require delivery by fastest way and charges resulting from this mode of transportation must be fully prepaid and absorbed by the Seller.

12. EXPORT/IMPORT

Seller agrees to conduct its operations, including obtaining any required authorizations, under the terms of this Order in compliance with all applicable import, export, re-export and foreign trade control statutes, laws, regulations, enactments, directives and ordinances of any governmental authority with jurisdiction over such operations then in effect (International Trade Laws) in connection with the performance of its obligations under this Order.

Seller shall furnish all documents required for international shipments, and upon request, all documents required by Buyer to obtain export credits and customs drawback and remission. Seller agrees to identify for

Buyer any drawback or remission rights that are transferable from Seller to Buyer and, upon request, to supply such documents as may be required for Buyer to obtain such drawback or remission. Seller shall include a priced invoice with the master packing slip for international shipments. Upon Buyer's request, Seller shall furnish certificates that identify the country of origin of the materials used in the Goods and the value added thereto in each country.

13. INSPECTION/TESTING/ACCEPTANCE

All Goods or Services including, but not limited to, engineering and design/development work, shall comply with all applicable specifications. Buyer retains the right to inspect and/or test the Goods and to reject any or all of the Goods that are in Buyer's judgment defective. Goods rejected by Buyer and/or supplied in excess of quantities called for herein may be returned to Seller at Seller's expense including costs associated with unpacking, examining, repacking, and reshipping such goods. In the event Buyer receives Goods whose defects or nonconformity is not apparent on examination, resulting in deterioration of Buyer's finished product, then Buyer reserves the right to require the replacement, as well as payment of any resulting damages.

If inspection or test results indicate that any Goods do not comply with the requirements set forth in this Order, the Seller shall, at Seller's expense, make all necessary adjustments, repairs, replacements or changes in order to attain the required compliance. Until the required compliance is achieved, all subsequent inspections and/or tests by Buyer shall be made at Seller's expense.

If any inspection or test is made on the premises of Seller or its Sub-Seller(s), Seller, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and tests on the premises of Seller or its Sub-Seller(s) shall be performed in such a manner as not to unduly delay the work.

Payment by Buyer for the Goods delivered hereunder shall not constitute Buyer's acceptance. Any inspection or test by the Buyer or failure to inspect or test by the Buyer shall not relieve Seller of any responsibility or liability with respect to the Goods, nor shall any such inspection or test or failure to inspect or test be interpreted or in any way imply acceptance of the Goods.

14. AUDIT RIGHTS

In addition to any other inspection or audit rights granted to Buyer hereunder, Buyer, an authorized representative of Buyer, or any competent regulatory authority, may at any time after reasonable notice by Buyer, inspect and audit Seller's books and records, its facilities, or such parts of its facilities as may be engaged in the performance of this Order, and Seller shall provide reasonable access to Seller's personnel, for Buyer to assess and verify Seller's compliance with the requirements set forth in the Order.

Seller shall maintain such complete books, records and documentation for all Services performed, which shall be available to Buyer during performance of an Order and until the later of: (i) 4 years after final payment, (ii) final resolution of any dispute involving the Services performed hereunder, (iii) the latest time required by an Order, (iv) the latest time required by applicable laws and regulations, or (v) as otherwise directed by Buyer.

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15. WARRANTY

Seller expressly warrants that it has the ability to deliver clear title to all Goods supplied under this Order, that it has the right to sell the Goods, and that the Goods are free from any interest, lien, restriction or other encumbrance. Seller also warrants that all Goods supplied under this Order shall be new and unused, shall conform to the specifications, drawings or other description upon which this Order is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defects and, unless Buyer provides the design, shall not violate the intellectual property rights of any third party. Inspection, testing, acceptance or use of the Goods by Buyer shall not affect Seller's obligations under this warranty, and such warranty shall survive inspection, testing, acceptance and use.

Seller agrees to replace or correct promptly defects of any Goods not conforming to the foregoing warranty at any time after delivery without expense to Buyer. In the event of Seller's failure to correct defects in or replace non-conforming Goods promptly, Buyer may, after reasonable notice to Seller, correct or replace such Goods at Seller's expense. Such actions on the part of Buyer shall not relieve Seller of any responsibility or liability hereunder with respect to such Goods. Unless otherwise specifically agreed to, this general warranty extends for a reasonable time given the nature and life expectancy of the Goods and in no circumstances for less than one year from Buyer's receipt of Goods. The warranty herein shall also apply to any replaced or corrected Goods. Seller's liability extends to all damages proximately caused by the breach of any of the above warranties. In case of a breach of any warranty, the entire warranty period shall be restarted for the defective Goods from the date the remediation is completed to Buyer's satisfaction.

16. INTELLECTUAL PROPERTY RIGHTS

If Seller provides to Buyer any development, consulting, analysis, design, computer programming, installation, testing, conversion, implementation, training, technical writing and any other services resulting in the creation or modification of any computer programs, firmware, schematics, flowcharts, drawings, specifications, documentation, reports, recommendations or other writings, information or material embodied in a tangible medium ("Deliverables"), they shall be owned by and confidential to Buyer. In the absence of any such identification in an Order, Deliverables shall be deemed to be owned by and confidential to Buyer. To the extent that the Deliverables are to be owned by Buyer ("Buyer Deliverables"), Seller agrees to assign and does hereby assign all intellectual property rights in such Deliverables to Buyer. Seller agrees to give Buyer and any other person designated by Buyer, at Buyer's expense, all assistance reasonably required to perfect its rights pursuant to this Section. Seller will not, nor will it permit its employees, to sell, transfer, assign, copy, plagiarize or disclose Buyer Deliverables to any third party. There are no restrictions on Buyer's right to make, have made, use, modify, create derivative works of, reproduce, have reproduced, perform, display, sell and distribute Deliverables that are not Buyer Deliverables. With respect to any Buyer-owned software, Seller agrees to deliver to Buyer the source code (including flowcharts, compile listings and comments sufficient to enable a reasonably skilled programmer to understand the function and operation of the computer programs) at no additional charge. When Buyer shall come into possession of the computer program source code in accordance with this Agreement, Buyer shall thereafter have the absolute right to use, copy and modify the source code to perform any functions that Buyer deems necessary or desirable.

17. ON-SITE SERVICES

If Seller performs any services at one of Buyer's sites as part of this Order's scope of work for the delivery of Goods (e.g., equipment installation), Seller represents it has had the opportunity to examine the conditions over, in and under the area where the Services are to be performed before acknowledgement and acceptance of the Order and agrees not to make a claim for extra expenses or otherwise as a result of any onsite conditions.

Buyer reserves the right to interview and accept or reject any personnel Seller provides prior to assignment to Buyer's facility. Buyer may require any such personnel to pass a drug-screening test. Seller agrees to employ only competent and skilled personnel to perform the Services and shall use all reasonable means to ensure the continued employment of personnel performing Services pursuant to this Order. Upon Buyer's request, Seller will immediately remove from all facilities and replace any personnel who are unsatisfactory to Buyer for any reason. Seller warrants that all personnel assigned to Buyer's facilities shall (a) have a prior satisfactory work record in a responsible capacity, (b) have no felony criminal record, (c) be legally permitted to work in the U.S., and (d) be in good health without any physical or mental conditions that would prevent the performance of essential functions of the job.

If Seller is or becomes a party to any collaborative bargaining agreement regarding contracted personnel, no provision in that agreement shall be binding upon Buyer, unless otherwise required by law. Seller further agrees that all personnel shall be subject to and shall at all times conform to Industrial Security, Environment, Health and Safety rules and requirements for the protection of the plant, materials, equipment and personnel while on Buyer's premises, and that they will abide by Buyer's normal rules of work and Buyer's Contractor Safety Program and Safety Guidelines. Any violations or disregard of these rules may be cause for removal from or denial of access to Buyer property.

18. INSURANCE

Seller shall provide insurance covering the full replacement cost of the Goods including shipping and related costs if included as part of this Order (regardless of who may have title/ownership), which is in Seller's care, custody and control. Any deductibles maintained under this insurance shall be for the account of the Seller. In those instances wherein Buyer holds title to all or a portion of the Goods before delivery, then Buyer shall be named in the insurance policy as an additional insured and as a loss payee as its interests may appear under the policy. In addition, Seller shall waive on behalf of Buyer all of its rights of recovery and its insurance carrier's rights of subrogation.

If any Seller personnel are on Buyer's premises, or perform work with any of Buyer's employees, then Seller shall maintain insurance with an A.M. Best rating of at least B+ VII showing that Seller is covered by Workers' Compensation as required by law; Employers Liability and Occupational Disease Insurance with a limit of \$1,000,000 per occurrence, Commercial General Liability with limits of not less than \$2,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. Commercial General Liability policy shall name Buyer as an additional insured as its interest may appear, be primary and non-contributory to any insurance available or maintained by Buyer and contain a waiver of subrogation in favor of Buyer. Upon request, Seller shall furnish Buyer with certificates of insurance evidencing the required coverages.

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19. CHANGES

Buyer reserves the right to make changes in drawings, designs, specifications, scope of work, quantities, time and place of delivery and method of transportation. All such changes shall be evidenced in writing by Buyer in the form of a Change Order. If any such change has an effect on the price, warranty, delivery date or indemnification provisions of this Order, an equitable written acknowledgement of the effect on the changed provisions shall be indicated on the Change Order. Seller may not make any change in drawings, design specifications, scope of work, quantities, time and place of delivery and method of transportation without Buyer's written Change Order acknowledging the change. If Seller is unable to comply with a Change Order, Seller must notify Buyer in writing within three (3) business days after a Change Order is issued. Seller's failure to provide such notice shall constitute Seller's acceptance of the Change Order. Any such Change Orders accepted by Seller shall be incorporated in and amend this Order.

20. TERMINATION FOR CONVENIENCE

Buyer may terminate this Order in whole or in part at any time for convenience by written notice to Seller. Upon receipt of such notice, Seller shall, unless the Buyer directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Order. Buyer shall pay for any Goods or Services completed prior to the date that termination becomes effective, less any payments made to the Seller prior to the date of termination. Unless Buyer has requested and received a refund in respect of any undelivered Goods or uncompleted Services, Buyer shall be entitled to delivery of all Goods or completion of Services for which it has paid prior to the effective date of the termination. Seller shall not be entitled to any claim or claim of lien against Buyer for any additional compensation or damages in the event of such termination and payment.

21. TERMINATION FOR CAUSE

Buyer, without prejudice to any of its other rights or remedies, may terminate this Order by giving written notice of termination to Seller if Seller (a) becomes insolvent; or if insolvency, receivership or bankruptcy proceedings commences by or against Seller; (b) assigns or transfers this Order or any right or interest therein; (c) devolves upon any person other than as herein permitted; (d) fails to make prompt payment for labor or materials, or persistently disregards laws or ordinances or the lawful requirements of any competent authority or instructions of Buyer; (e) fails, neglects, refuses or is unable at any time during the course of the work on the Goods to provide ample material, equipment, services, or labor to perform the work on the Goods at a rate deemed sufficient by Buyer to give reasonable assurance that Seller will complete the same on the agreed-to schedule; or (f) defaults in its performance of a material representation, warranty or guarantee or other obligation, duty or provision of this Order and Seller having been given notice by Buyer to remedy such default fails to remedy same if such default can be remedied immediately or if immediate correction is not possible Seller fails to commence and continue corrective actions within ten (10) calendar days after written receipt of Buyer's notice.

Seller shall be liable for any excess cost of the work incurred by Buyer on account of any of the circumstances described above. Buyer shall be entitled to withhold further payments to Seller until Buyer confirms that Seller is entitled to further payments. Upon completion of the work by Buyer or third parties, the total cost of the work shall be determined, and Buyer and Seller shall agree in writing on the amount, if any, that Seller shall pay Buyer or Buyer shall pay Seller, which shall be deemed to

complete all payments under the terms of this Order. Seller shall also provide Buyer with the complete documentation about the delivered Goods and/or Services.

22. CUSTOMER FURNISHED PROPERTY

Title to Customer Furnished Property ("CFP") shall remain with Buyer and risk of loss shall be with the Seller while CFP is in Seller's possession, custody or control. Seller is required to inspect CFP for damage when it arrives. This does not include any manufacturing defects that may not be easily seen upon visual inspection. Furthermore, unless the Seller declares damage upon receipt of CFP (within 24 hours of physically receiving CFP), the Seller will then be liable for any damage to CFP. Furthermore, during the manufacturing process, Buyer will allow scrap equal to one (1) percent of the purchase value of the material. Any material scrapped in excess of one (1) percent of the purchased value will be borne by the Seller unless agreed to otherwise in writing by Buyer.

Seller shall insure against loss and damage in an amount equal to full replacement cost. CFP shall carry no guarantee or warranty, express or implied. Seller shall not use CFP on any work other than the Goods. Seller shall clearly mark CFP to show Buyer's ownership and prevent a lien, encumbrance or challenge to Buyer's title thereto. Seller shall, at its own expense, maintain and repair CFP, returning it to Buyer in the condition in which received, reasonable wear and tear excepted. If not accounted for or not returned to Buyer, Seller shall pay or reimburse Buyer for such CFP. Upon expiration or termination of this Order, unless directed otherwise by Buyer, Seller shall immediately and at Seller's expense return to Buyer all CFP (including any Buyer data, documentation, and transfer of Intellectual Property Rights) then under Seller's control. Buyer reserves the right to abandon CFP at no additional cost. This Order shall remain in effect so long as Seller possesses CFP.

23. ASSIGNMENT

Seller shall not assign, subcontract, sell or transfer this Order, in whole or in part, or any payments to be made hereunder without Buyer's prior written approval. No invoices may be rendered by others than the Seller named on this Order without Buyer's written permission. If Buyer grants consent, any such assignment by Seller will not (a) increase or alter Buyer's obligations, (b) diminish the rights of Buyer, or (c) relieve Seller of any of its obligations under this Order. Notwithstanding any written consent of Buyer to any assignment, any payment to an assignee shall be subject to right of set-off of any claim which Buyer may have against Seller, whether such claim resulted before or after such assignment or subcontract, except to the extent that such claim is expressly waived in writing by Buyer. This order and Buyer's rights hereunder shall be freely assignable by Buyer.

24. CYBERSECURITY

Seller shall take all technical and organizational measures necessary to protect the information technology systems and Data used in connection with the operation of the Buyer's business. Without limiting the foregoing, Seller shall use reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other

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compromise or misuse of or relating to any information technology system or Data used in connection with the operation of the Buyer's business ("Breach"). Seller has not been notified of and has no knowledge of any event or condition that would reasonably be expected to result in, any such Breach.

25. RIGHT OF SET-OFF

Buyer reserves the right to set-off any claims under this Order against any amounts owed to Seller. Buyer reserves the right to set-off or withhold payment for Goods and/or Services not provided in accordance with this Order. Seller authorizes Buyer, to the extent permitted by applicable law, to charge or set-off any and all claims which Buyer may have against Seller, including any and all sums due and owing Buyer by Seller against any and all accounts which Seller has or may have in the future with Buyer.

26. FORCE MAJEURE

An event of "Force Majeure" under this provision shall be an excused delay, provided Seller has provided written notice within twenty-four (24) hours of the occurrence of such event to Buyer. Seller agrees to take all reasonable commercial efforts to reduce or mitigate the effects of such delay. "Force Majeure" is defined as any acts of God or nature, acts of civil or military authority, flooding, fire, devastating storm, epidemic, war, or terrorism beyond the control and not caused in any part by any fault of Seller. Power supply, transportation, strikes or labor problems shall not constitute "Force Majeure". Buyer shall have the right to terminate this Order if Seller experiences a "Force Majeure" event for more than ninety (90) days.

27. INDEMNITY

Without prejudice to applicable mandatory law, Seller shall, without any limitations, release, defend, indemnify and hold harmless Buyer, its parent, affiliates, subsidiaries and their respective officers, directors, agents, employees, and shareholders from and against all claims, demands, disputes, complaints, causes of action, suits, losses, damages, expenses (including, but not limited to, all litigation expenses, court costs and attorney fees) of any kind to the extent they in any way relate to or arise, in whole or in part, due to Seller's (a) breach of contract, (b) breach of warranty (c) any claim by Seller or Seller's employees and agents or Seller's Sub-Sellers or their employees and agents for property damage or personal injury (including death) while on the premises of Buyer or while engaged in performing Services or supplying Goods for Buyer or (d) any claim that the Goods, Services or Deliverables, or any part thereof, infringes a third party's intellectual proprietary rights. The provisions of this Section shall survive the termination of this order.

28. LIMITATION OF LIABILITY

Notwithstanding any provisions in this Order to the contrary, the aggregate liability of Seller arising out of or in connection with the performance of Seller's obligations under this Order, whether in contract, equity, tort or otherwise at law, shall be limited to an amount equal to the total Order value. However, in no event shall the foregoing limitation of liability apply to the indemnification obligations assumed by Seller pursuant to the Indemnification provision in these Terms and Conditions.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS ORDER, BUYER WILL NOT BE LIABLE TO SELLER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL LOSSES OR DAMAGES OF ANY KIND, ARISING FROM ANY CAUSE, FOR ANY REASON, OR CLAIMED

UNDER ANY THEORY OF LAW, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

29. RELATIONSHIP OF THE PARTIES

The parties are independent contractors. This Order does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

30. WAIVER

No waiver of any of the provisions of these Terms and Conditions shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver. Acceptance of any items or payments therefore shall not waive any breach.

31. REMEDIES

Buyer's remedies shall be cumulative and shall include any remedies allowed by law.

32. CODE OF CONDUCT

Supplier shall comply with a code of conduct or policy statement regarding business conduct, ethics and compliance that satisfies, at a minimum, the principles and expectations set forth in the Component Sourcing International "Supplier Code of Conduct" available at the Component Sourcing International Supplier Site (www.componentsourcing.com). If and as requested by Buyer, Seller shall provide written certification to assure compliance with the Supplier Code of Conduct.

33. SEVERABILITY

If one or more of the provisions of these Terms and Conditions shall be declared or held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and any such declaration or holding shall not invalidate or render unenforceable such provision in any other jurisdiction.

34. COMPLIANCE WITH LAWS

Seller warrants that all goods and services supplied under this Order shall comply with all applicable international, federal, state, and local laws, rules, regulations and ordinances at the time of delivery or performance, including, but not limited to, the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, Fair Labor Standards Act (as amended), Occupational Safety and Health Act (as amended), as well as all other laws relating to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Goods and/or Services. Seller shall indemnify and hold Buyer harmless for any loss, damage, fine or penalty which may be due to a violation of such acts, codes, etc. as defined in this Section in effect prior to the Delivery Date. In addition, Seller shall obtain all required licenses, permits, authorizations, registrations or approvals required with respect to the provision of Goods and/or performance of Services hereunder.

**TERMS AND CONDITIONS
PURCHASE OF GOODS**



35. GOVERNING LAW

This Order shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its conflict of laws provisions. The Parties agree that any litigation initiated by and between the Parties arising out of or relating to the Agreement shall be conducted in the federal or state court of jurisdiction in the State of North Carolina.

36. ORDER OF PRECEDENCE

In the event of any conflict or inconsistency among the following documents, this Order of precedence shall be: (a) the Purchase Order, (b) any documents incorporated into, attached to or referenced in the Purchase Order, and (c) these Terms and Conditions Purchase of Goods. Any Change Order shall have precedence over the document it modifies and, unless stated otherwise, any amended document shall have the precedence order stated in this Section.

37. PUBLIC RELEASE OF INFORMATION

No public release of information regarding this Order shall be made without the prior written approval of Buyer.

38. NOTICES

Any notice must be given duly signed by registered mail, courier, fax or by e-mail to the address of the relevant Party as stated in this Order or to such other address as such Party may have notified in writing. Email and fax require written confirmation of the receiving Party. Seller's reply, correspondence, information or documentation related to this Order must be provided in the language used in this Order.

39. ENTIRE AGREEMENT

The Terms set forth herein and on the face of this Order to which this form is attached constitute the entire agreement of the parties and supersede any and all previous verbal or written representations, agreements and commitments in connection with this Order. Except as provided under the "Changes" provision herein, any deletions, modifications, alterations or additions to the terms and conditions of this Order shall be in writing and signed by both parties. Titles and headings of sections of these Terms are for convenience only and shall not affect the construction of any provision of these Terms.