

## **ANALOG DEVICES, INC. TERMS AND CONDITIONS OF PURCHASE OF GOODS AND SERVICES**

Any purchase by Analog Devices, Inc. and/or its subsidiaries (hereinafter “Buyer”) is expressly made conditional on Seller’s acceptance of these Terms and Conditions of Purchase (“Terms and Conditions”). “Seller” shall mean the person or legal entity selling Goods or Services to Buyer.

**ACCEPTANCE AND ENTIRE AGREEMENT.** Seller shall be deemed to have assented to all Terms and Conditions contained herein upon Seller’s acknowledgment of Buyer’s purchase order (“Order”) for goods, including items purchased, leased, or rented (“Goods”) and/or services (“Services”) or commencement of performance pursuant hereto. Conditions stated in Seller’s acknowledgement or acceptance of an Order or in any quotation or invoice shall not be binding unless expressly agreed to in writing by an authorized representative of Buyer. Buyer’s failure to object to provisions contained in any communication from Seller shall not be deemed a waiver of any of the provisions contained herein. From time to time, Buyer may accept certain of Seller’s terms and conditions of sale by signing Seller’s proposed sale agreement. If such acceptance is preceded or accompanied by Buyer’s interpretation of Seller’s terms and conditions, such interpretation shall control the construction or interpretation of the meaning of Seller’s terms and conditions. Seller agrees that if this Order is accepted by shipment of the Goods or otherwise, the contract with respect to the Goods covered by this Order shall consist solely of these Terms and Conditions and shall exclude all usages of trade, course of dealing or performance or other terms and conditions. Buyer rejects any conflicting or additional terms and conditions in any quotation, confirmation acknowledgement of this Order, invoice or other form of offer, acceptance or communication sent by Seller. These Terms and Conditions and this Order (collectively, the “Agreement”) constitutes the complete and exclusive understanding of the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous sales proposals, negotiations, agreements and other representations or communications, whether oral or written. In the event of conflict between terms on the face in the Order and these Terms and Conditions, the terms in the face of the Order shall prevail.

**PAYMENT.** Unless otherwise stated on the face of the Order, Payment will be made net 60 calendar days from Buyer’s receipt of Seller’s correct and properly submitted invoice for Goods delivered and accepted or Services rendered and accepted. Payment may be withheld, or setoffs made against Seller if Seller is not performing work pursuant to an Order. If Buyer returns an invoice to Seller for any reason not attributable to the fault of Buyer, any applicable discount period will commence on the date of receipt of a corrected invoice by Buyer. Failure of Seller to invoice Buyer for any portion of the Goods or Services within 90 days from delivery or rendering of such Goods or Services, will at Buyer’s discretion void Buyer’s obligation to make payment for that portion of the Goods or Services. Payment of any item will not be deemed an acceptance of the Goods or Services or a waiver of any right to test or inspect the Goods or work product. If requested by Buyer, Seller will furnish affidavits and instruments certifying that payment has been made for all labor, materials and Services furnished in the performance or filing of the Order, as well as all releases and indemnities required at the time for payment and written guarantees with respect to the labor, materials and Services supplied by Seller. These documents will be in such form and substance as may be required by or from Buyer.

**PRICES.** Unless otherwise specified on the face of the Order, prices include all applicable federal, state, and local taxes. Seller shall credit Buyer for any tax refund or credit adjustments received by Seller on taxes paid to Seller by Buyer with respect to Goods or Services provided under any Order. Prices will remain firm and will not be subject to renegotiation and shall not be higher than last quoted or charged to Buyer unless otherwise agreed in writing. To the extent Seller is providing Goods under the Order on a rental basis, such Goods are subject to the price for the rental period as set forth in the Order.

**DELIVERY.** Time is of the essence for this Order. Failure by Seller to meet delivery dates specified in the Order will constitute a material breach of the Order and Buyer may, at its option take one or more of the following actions: (a) extend the time for delivery; (b) cancel the Order in whole or in part; (c) require Seller to ship all or part of the Goods by prepaid air freight at Seller’s expense until Seller’s deliveries are in accordance with the requirements of the Order. Seller agrees to pay Buyer any penalty and/or damages imposed upon or incurred by Buyer resulting from Seller’s failure to deliver the Goods on the specified delivery dates. If unspecified in the Order, Seller shall deliver the Goods FCA (Incoterms 2020) Seller’s facility. Title passes to Buyer upon delivery of the Goods by Seller. Goods shipped in excess of Buyer’s order may be returned, at Buyer’s sole option and at Seller’s risk and expense. Buyer will not be responsible for any Goods furnished without a written Order. In the absence of Buyer’s consent, no delivery hereunder shall be made in advance of the time specified in Buyer’s delivery schedule. Seller shall report any mistake or discrepancy in size or quantity to Buyer and Seller shall immediately remedy any such mistake or discrepancy by refunding incorrect charges to Buyer or otherwise correcting such discrepancy to Buyer’s reasonable satisfaction, unless otherwise directed by Buyer.

**PACKAGING AND SHIPPING INSTRUCTIONS.** As applicable, all Goods are to be suitably packed for safe transportation and handling, or otherwise prepared for shipment in accordance with Buyer’s instructions or specifications. Unless otherwise specified in the Order, Buyer is not responsible for any costs for packing or crating. Any losses resulting from Seller’s failure to follow Buyer packing instructions will be charged to Seller’s account. Each shipping container and all intermediate containers

must be marked to show Buyer's Order number, part number with revision letter and quantity, and a packing list showing this information must be included in each shipment. All materials to be shipped on a given day via the same mode of transportation from a common shipping point to a common address are to be consolidated into one shipment. Seller shall ship only the quantity specified in the Order, unless otherwise agreed in writing by Buyer. Seller may not ship under reservation.

**CHANGES/CANCELLATION/RESCHEDULE.** Buyer may cancel, reschedule, or modify all or any part of an Order at any time for convenience upon written notice to Seller without any liability or further obligation to Seller. Where the Goods to be furnished are to be specifically manufactured in accordance with drawings and specifications, Buyer by written Order may make changes, within the general scope of this Order, in the drawings and specifications, the method of shipment or packing, and the time and place of delivery. If any such change causes a change in cost or time required for performance, an equitable adjustment shall be made in the price and delivery schedule or both by written amendment to this Order, provided that Seller has requested such adjustment within thirty (30) days after the receipt of the change order. Except in the case of specially manufactured Goods in production or as otherwise stated in the Order, Buyer reserves the right to cancel the purchase of some or all of the Goods under the Order up to thirty (30) days before the indicated shipment date, or if Seller has not delivered such Goods by the date specified on the Order or any extension mutually agreed to by the parties.

No modification, amendment or rescission of the Order may be made by Seller without the prior written consent of Buyer. Any changes to qualified critical materials are subject to Buyer's prior written approval, and substitutes will not be accepted unless authorized in writing by Buyer's duly authorized management. Any overrun quantities will be subject to Buyer's prior written approval. Buyer reserves the right to, and Seller agrees to accept reasonable changes to the Order, including, without limitation, changes to quantities, packing, testing, destinations, specifications, designs and delivery schedules, but these changes will be authorized only by Buyer's prior written approval. If an Order affects delivery or price, Seller will notify Buyer immediately and an equitable adjustment in prices or other terms hereof will be agreed upon in a written amendment to the Order.

**FORECASTS.** Any Buyer forecasts furnished under an Order are presented in good faith and are nonbinding on Buyer. Buyer shall only be liable for actual Order releases made by Buyer's Purchasing Department.

**INSPECTION.** Prior to shipment of Goods, Seller shall carefully inspect and test all Goods for compliance to applicable specifications. Seller shall retain proper records of such inspections and tests and provide copies to Buyer, if requested. Unless otherwise specified in the Order, final acceptance or rejection of the Goods shall be made after delivery to the final destination, however Buyer's failure to accept or reject Goods or detect defects during inspection does not relieve Seller from its responsibility to provide Goods in accordance with Order requirements.

**NON-WAIVER DEFAULT.** Each shipment made under any Order shall be treated as a separate sale and transaction, but in the event of any default by Seller, if Buyer elects to continue to accept shipments, its action shall not constitute a waiver of any default by Seller or in any way affect Buyer's legal remedies for any such default.

**WARRANTY.** Seller warrants and certifies that: (1) the Goods and Services (a) will conform to the specifications, drawings, sample or other descriptions furnished or specified by Buyer or furnished by Seller and accepted by Buyer, (b) will be merchantable, of good workmanship, and free from defects, (c) unless otherwise specified herein, are new and have not been previously used, (d) are fit for use for their ordinary intended purposes as well as any special purpose specified by Buyer, (e) do not and will not constitute infringement or contributory infringement of any patent, or infringement of any copyright or trademark, or violation of any trade secret, and (f) are being provided with good and marketable title or Seller has obtained the necessary licenses and rights for Buyer to use the Goods free and clear from all encumbrances, including but not limited to all liens, claims, restrictions and infringements; (2) Services will be performed in a workmanlike and professional manner; (3) the price or prices to be paid under the Order do not exceed applicable ceiling prices established by law, regulation or order of any governmental authority; (4) the Goods, if produced in the United States, were or will be produced in compliance with the Fair Labor Standards Act of 1938, as amended or supplemented. The foregoing warranties contained in (1), (2), (3), and (4) will survive any inspection, delivery, acceptance, or payment by Buyer for the Goods and are in addition to and shall not be construed as restricting or limiting any warranties of Seller, express or implied, that are provided by law or exist by operation of law. In addition to the warranties above, Seller shall extend all warranties that it receives from its vendors to Buyer and Buyer customers.

**DEFECTS AND NONCONFORMING GOODS.** If any of the Goods and/or Services furnished under the Order are found at any time to be defective in design, material or workmanship, including latent defects, or otherwise not in conformance with Seller's warranty or the requirements of the Order, Buyer, in addition to other remedies under all applicable warranties or otherwise, may at Buyer's option (i) require Seller to promptly correct any defective or nonconforming Goods or Services by repair or replacement at the location specified by Buyer or (ii) return such defective or nonconforming Goods to Seller at Seller's expense and recover from Seller the Order price. Seller will pay or reimburse Buyer promptly for all loss, damages, and costs incurred by Buyer with regard to any defective or nonconforming Goods and/or Services. No replacements are to be made unless specified by Buyer. Ordered Goods are subject to inspection and test at any time or place before, during and after manufacture. In the event that Goods or Services are not ready for inspection and testing at the time specified by Buyer, Buyer's additional costs of inspection and testing shall be for the account of Seller. Failure to inspect, accept or reject Goods or Services shall not relieve Seller of any liability to Buyer. Seller shall maintain a system of quality control that is acceptable to Buyer in respect of each type of Good furnished hereunder. In addition to the other terms in this Order, this Order expressly includes all implied warranties and all of Buyer's remedies in the Uniform Commercial Code.

**DISCONTINUED GOODS.** Before Seller stops offering any Good for sale to or for Buyer for any reason ("Discontinued Good"), unless a longer period is specified in this Order, Seller shall give Buyer a minimum of eighteen (18) months prior written notice ("End of Life Period"). During the End-of-Life Period, Buyer may provide Seller with a forecast of anticipated demand for the Discontinued Product during the End-of-Life Period and a final lifetime buy volume forecast; and may continue to place Orders for Discontinued Good consistent with its forecasts, with delivery not to exceed thirty-six (36) months from the date of the Order. Seller shall accept Orders from Buyer for quantities of discontinued Goods required by Buyer during the End-of-Life Period. The unit price for ordered quantities of the discontinued Goods during the End-of-Life Period shall be at the unit price(s) listed in Buyer's Order. In the event that continuous improvements of the Goods cease or are made obsolete by Seller hereunder, Buyer may, at its sole discretion, pursue any means necessary to perpetuate the life cycle and continued improvement of the Goods. Seller and Seller's agents will provide Buyer with the necessary hardware and software details required, including, but not limited to artwork, schematics, vendor names, bills of material and software source code(s).

**CONFIDENTIAL INFORMATION.** Any knowledge or information that Buyer discloses to Seller under Buyer's Order, including, without limitation, specifications, technical or business information, forecasts, schedules, or personally identifiable information shall be deemed Buyer confidential and proprietary information ("Confidential Information"). Seller shall not disclose such information, including without limitation, denial, or confirmation, relative to the Order without the prior written consent of Buyer. Seller will disclose Confidential Information only to Seller's employees who have a need to know such information. Seller shall protect the confidentiality of Confidential Information using efforts consistent with the efforts Seller uses to protect its own information of a similar nature, but at least reasonable efforts. Seller shall only use Confidential Information for the purpose of fulfilling an Order between Seller and Buyer. Seller may disclose Confidential Information to the extent required to be disclosed by applicable Law, as long as Seller notifies Buyer (unless prohibited by applicable Law), cooperates with Buyer to contest such disclosure requirement and only discloses the minimum amount of Confidential Information required to be disclosed.

**INTELLECTUAL PROPERTY.** Any intellectual property rights incorporated into any Goods or deliverables purchased hereunder, or developed pursuant to Services purchased hereunder, other than Seller's Background IP, shall be the property of Buyer, and Seller hereby assigns all right, title and interest therein to Buyer. "Background IP" means intellectual property rights developed prior to this Order or outside of the scope of the Services or Goods provided under this Order. Seller hereby grants to Buyer a perpetual, irrevocable, sublicensable, transferable, royalty-free, non-exclusive license to any of Seller's Background IP necessary or useful for Buyer to reproduce, distribute, prepare derivative works of, modify, translate, adapt, publicly perform, make, have made, sell, offer for sale, import, use or otherwise exploit any Good or deliverable. All tools, equipment, dies, drawings, or other materials paid for or furnished by Buyer under the Order shall be and remain the sole property of Buyer.

**INDEMNIFICATION AND LIABILITY.** Seller agrees to indemnify, hold harmless and defend Buyer, its subsidiaries and affiliates and their respective officers, directors, agents and employees from any and all loss, expenses, damage, liability, claims or demands for actual or alleged infringement of any patent, trademark, copyright or trade secret arising from the purchase, use or sale of Goods or Services furnished under the Order, except where such infringement or alleged infringement arises by reason of a design originally furnished to Seller by Buyer. If the Goods or Services or any part thereof or any use thereof be held to constitute infringement and the use enjoined, Seller shall promptly and at its own expense either: (1) procure for Buyer the right to continue using the Goods or Services; or (2) replace same with non-infringing Goods or Services satisfactory to Buyer; (3) modify the Goods or Services in a way satisfactory to Buyer so they become non-infringing; or (4) Buyer may cancel any or all of the unused portion of this Order and may return to Seller for full credit the unused portion of any Goods delivered pursuant to it. Seller's indemnification obligations set forth above shall be excused to the extent that Buyer's failure to provide prompt notice of the applicable claim or reasonably to cooperate (at Seller's expense) materially prejudices the defense. Seller shall control the defense of any indemnified claim, including appeals, negotiations, and any settlement or compromise thereof; provided that Buyer

shall have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations.

SELLER AGREES TO INDEMNIFY AND HOLD HARMLESS BUYER, ITS SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES, AND BUYER CUSTOMERS FROM ANY AND ALL LOSSES, EXPENSES, DAMAGES, LIABILITY, CLAIMS OR DEMANDS ARISING OUT OF OR INCIDENTAL TO THE PERFORMANCE, MANUFACTURE, DELIVERY OR INSTALLATION OF GOODS OR THE FURNISHING OF SERVICES UNDER BUYER'S ORDER, INCLUDING WITHOUT LIMITATION ANY RECALL, LATENT DEFECTS, REPLACEMENT OR CORRECTION OF THE GOODS, DEATH OR INJURY TO ANY PERSON, PROPERTY DAMAGE OR LOSS OR ANY BREACH OF WARRANTY OR ACT OR OMISSION OF SELLER, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS.

OTHER THAN THE PURCHASE ORDER PRICE OR ANY OTHER CHARGES THAT MAY BE AGREED TO IN WRITING BETWEEN BUYER AND SELLER, BUYER WILL NOT BE RESPONSIBLE IN ANY WAY TO SELLER FOR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT LOSSES OR DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS OR ECONOMIC LOSS) DUE TO ANY CAUSE WHATSOEVER, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**REMEDIES.** The remedies reserved in the Order are cumulative and additional to any other further remedies at law or in equity; however, in no event will Buyer be liable to Seller for incidental or consequential damages. All of the terms of the Order are material terms and no waiver of or exception to any of the terms, conditions or provisions contained in the Order shall be valid unless specifically agreed to in writing by Buyer.

**TERMINATION.** Notwithstanding any other provisions set forth herein, Buyer may at its option terminate any part or all of the unfilled portion of the Order and/or return to Seller for full credit and refund any unused portion of the Goods or Services delivered hereunder if Seller fails to make timely delivery of any Goods or to perform any Service in the time specified herein or in the Order or if Seller fails in performance of any other provisions of the Order.

In the event that Seller becomes insolvent, or bankruptcy proceedings are instituted against it or on its behalf, or if Seller makes an unauthorized assignment for the benefit of creditors, such events shall be deemed a material breach hereunder, entitling Buyer to immediately terminate the Order, to cease performance hereunder, and to avail itself of any and all legal or equitable remedies it may have against Seller. Seller agrees to give written notice to Buyer of such insolvency or bankruptcy proceedings at least 30 days prior to such proceedings.

If this Order is terminated in accordance with this Section, Buyer shall have the right, in addition to any other available rights and remedies, to recover from Seller any excess cost of obtaining elsewhere any reasonable substitute for all or any portion of the Goods or Services that were not delivered to Buyer in conformity with this Order prior to termination, and Seller shall continue performance of this Order to the extent not terminated by Buyer. Buyer shall only be liable to Seller for Services satisfactorily performed to the date of termination and Goods delivered and accepted by Buyer. Any claim by Seller for reimbursement, if any, shall be presented to Buyer in writing within thirty (30) days of Seller's receipt of Buyer's written notice. Seller shall mitigate its claim to the maximum extent, and Buyer shall have the right to audit Seller's books and records related to such reimbursement claim. Cancellation or termination by Buyer will not constitute a waiver or release of any rights and remedies of Buyer in contract or provided by law.

**RIGHT TO AUDIT.** Seller and its subcontractors shall keep accurate records and books of accounting showing all charges and related expenses incurred in provision of Goods and the performance of Services. Buyer shall have the right to inspect such records and perform audits, with reasonable advance notice and mutually agreed upon terms, during the term of the Order and for one (1) year after delivery of Goods or completion of Services, on Seller's or subcontractor's premises during business hours, or assign said audits to outside parties. If there has an overstatement by Seller of amounts due under the Order in an amount equal to five percent (5%) or more of the amounts chargeable for the period audited, then Seller shall reimburse Buyer, within ten (10) business days of Buyer's request, for any costs and expenses reasonably incurred by Buyer to conduct such audit. Seller shall provide a full refund of any over-payment or excess receipts within ten (10) business days of Buyer's request or Seller's earlier discovery of the same.

**INFORMATION SECURITY AND AUDIT.** Seller must keep Buyer's Confidential Information secure from unauthorized access by implementing Information Security Management System, NIST CSF/ 800-53/ ISO 27001, or reasonable industry recognized information security standards as applicable, to secure provider's information systems and environment supporting provider's development and provisioning of hardware, software, data or other technology ("Standards"). Upon reasonable notice, Seller must submit to information security and data privacy compliance audits by Buyer or, at Buyer's request, by an independent third party, to verify compliance with these Standards.

**INSURANCE.** Seller shall at its own cost and expense obtain and maintain adequate insurance to cover its obligations under this Order or as required by law, including, as necessary: (a) Workers' Compensation Insurance in accordance with applicable law; (b) Employers' Liability Insurance affording minimum protection of not less than US \$1,000,000 per occurrence; (c) Commercial General Liability or Public Liability Insurance, including contractual liability and products liability coverage, affording minimum protection of not less than US \$1,000,000 per occurrence/general aggregate combined single limit bodily injury sickness or death and loss of or damage to property; (d) Automobile Liability Insurance covering owned, hired and non-owned vehicles affording minimum protection of not less than US \$1,000,000 per occurrence combined single limit or per applicable compulsory law if outside the U.S.; (e) Professional Liability insurance affording minimum protection of not less than US \$1,000,000 per occurrence; (f) Excess Liability insurance, over that required in (b) to (e) above, with minimum limits of US \$4,000,000 per occurrence/general aggregate.

All Seller insurance in support of the scope of the Order shall be primary to insurance carried by the Buyer, endorsed to provide a waiver of subrogation in favor of Buyer and their respective insurers and (except for Workers' Compensation and Employer's Liability) list Buyer as additional insured. Seller shall provide Buyer with a certificate of insurance evidencing that the required minimum insurance policies are in effect. The type and amounts of insurance required hereunder shall in no way limit either parties' indemnity applications as stated elsewhere in this Order (unless otherwise limited under applicable law).

**COMPLIANCE WITH LAWS.** Seller warrants and covenants to Buyer that Seller is committed to compliance with all applicable federal, state, municipal and local laws, orders and regulations, including without limitation applicable employment, labor, human rights, data privacy, health and safety, tax, export control and environmental laws and regulations, relating in any way to the production, manufacture, sale and delivery of the Goods, including without limitation those affecting limiting prices, production, purchase, sale and use of materials. Compliance with applicable laws and regulations is mandated by Seller's Code of Business Ethics and Conduct and is overseen by Seller's Legal and Risk organization. These obligations shall survive any expiration or termination of this Order.

Buyer is a member of the RBA. Members of the RBA adopt the RBA Code of Conduct (the "Code"), which is a code of best practices for the following five areas: Labor, Ethics, Health and Safety, Environment, and Management Systems. Seller shares the commitment to compliance with social responsibility and environmental management standards with Buyer through the RBA membership and has adopted and agreed to comply with each of the requirements of the RBA Code, which can be found at <http://www.responsiblebusiness.org/standards/code-of-conduct/>. Seller agrees to make best efforts to comply with any future modifications to the RBA Code. Furthermore, Seller will assess its conformance with the RBA Code of Conduct through completion of the RBA Self-Assessment Questionnaire (SAQ) and will share the results with Buyer through RBA Online. Seller follows RBA Validated Assessment Program (VAP), the leading standard for onsite compliance verification and effective, shareable audits, to conduct audits of the factory sites every two years. Seller will share Self-Assessment questionnaires and VAP audit reports with Buyer through RBA Online.

**EQUAL EMPLOYMENT OPPORTUNITY.** Buyer is an equal opportunity employer and federal contractor or subcontractor. Seller agrees that it shall abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), to the extent the same are applicable, and that these regulations are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Seller also agrees that, as applicable, it will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

**ISO 9001.** In accordance with ISO 9001 quality control systems and related certification, a physical inspection of Seller's facility may be required for Buyer's customer to satisfy certification requirements. Upon written notice from Buyer's customer, Seller agrees to make its facilities and procedures reasonably available for a site inspection for physical audit, if required for customer to meet ISO certification requirements.

**ISO 14001.** Buyer is an ISO 14001 certified company and is committed to excellence and leadership in protecting the environment, the health and safety of our employees and our communities. Vendors, contractors, and suppliers are expected to be familiar with our EH&S Policy and to provide Services in a manner to help Buyer achieve these goals. Seller shall provide competent personnel to work on behalf of Buyer in compliance with our environmental management system. A copy of our EH&S Policy can be obtained from our website or upon request.

**EXPORT CONTROL CLASSIFICATION NUMBER.** If applicable, Seller shall provide Buyer at time of sale with the appropriate U.S. Export Control Classification Number for Goods, as determined on the Commerce Control List of the Export Administration Regulations of the U.S. Bureau of Industry and Security of the Department of Commerce. Seller agrees to assist Buyer if it is necessary to obtain an export/reexport license.

**TOOLING AND EQUIPMENT.** If Buyer furnishes to Seller or makes any payment or allowance to Seller for tools, jigs, fixtures, molds, dies, production or testing equipment, including any replacement thereof to be used by Seller in the fulfillment of this Order (collectively "Tooling and Equipment"), all of such Tooling and Equipment shall be the property of Buyer, treated as Buyer Confidential Information, and shall be used by Seller solely for the purpose of filling Buyer's Order or, upon Buyer's prior written consent, other Orders. Seller shall deliver all such Tooling and Equipment to Buyer or its designee on the earlier of Buyer's written demand or when the same are no longer required for Seller's performance under Buyer's Order. Seller shall maintain adequate property control records on all such Tooling and Equipment and shall, to the extent practicable, identify them by appropriate tags or markings. Seller will, at the request of Buyer, promptly furnish to Buyer a list of all the Tooling and Equipment for which Buyer has made any payment or allowance to Seller under this Order, or the cost of which in whole or in part is chargeable to this Order. Seller shall be responsible for all loss or damage to Tooling and Equipment while in Seller's or Seller's agent's custody or control and shall indemnify Buyer against all loss or damage to Tooling and Equipment, including but not limited to losses and damages from theft, vandalism, misuse, and natural disaster.

**ASSIGNMENT AND USE OF SUBCONTRACTORS.** Seller will not delegate any duties, nor assign any rights or claims under the Order, or for breach thereof, without the prior written consent of Buyer. Any attempted delegation or assignment will be void. For the purposes of this section, a merger, sale of all or substantially all of Seller's assets that relate to this Order, assignment by operation of law or other change of control shall be deemed to be an assignment. Seller shall not subcontract any substantial portion of the work to be performed by Seller hereunder.

**BINDING EFFECT.** These Terms and Conditions will be binding upon and inure to the benefit of the parties hereto, their heirs, executors, legal representatives, successors, and assigns.

**BUYER AFFILIATES.** Buyer may cause or permit all rights and permissions granted in these Terms and Conditions to be exercised by or through any Affiliate. "Affiliate" means a person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Buyer (with "control" meaning ownership of more than fifty percent (50%) of the voting stock of the entity or, in the case of a non-corporate entity, an equivalent interest).

**BUYER OWNED PROPERTY.** Scrap resulting from the manufacture of any material produced by Seller for Buyer under these Terms and Conditions shall remain the property of Buyer and shall not be disposed of without Buyer's written consent.

**GOVERNING LAW; DISPUTE RESOLUTION.** Except as provided below, any and all matters in dispute between the parties, whether arising from or relating to these Terms and Conditions or arising from alleged extra-contractual facts including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of contract, shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, without resort to the Commonwealth's conflict of laws provisions and regardless of the legal theory upon which such matter is asserted, and any applicable United States federal law. Except as provided in the Arbitration Section below, the parties shall submit any claim or action arising under these Terms and Conditions to the exclusive jurisdiction of the state and federal courts located in Suffolk County, Massachusetts. If Buyer is located in Europe, then any and all matters in dispute between the parties, whether arising from or relating to these Terms and Conditions or arising from alleged extra-contractual facts including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of contract, shall be governed by, construed, and enforced in accordance with the laws of England, without resort to England's conflict of laws provisions and regardless of the legal theory upon which such matter is asserted and the sole jurisdiction and venue for all actions related to the subject matter hereof shall be London, England. If Buyer is located in Asia or the PRC, then any and all matters in dispute between the parties, whether arising from or relating to these Terms and Conditions or arising from alleged extra-contractual facts including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of contract, shall be governed by, construed, and enforced in accordance with the laws of Singapore, without resort to Singapore's conflict of laws provisions and regardless of the legal theory upon which such matter is

asserted, and the sole jurisdiction and venue for all actions related to the subject matter hereof shall be Singapore City, Singapore. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from these Terms and Conditions.

**ARBITRATION FOR ORDERS FROM A BUYER LOCATED IN THE PEOPLE’S REPUBLIC OF CHINA (“PRC”).** If a dispute, controversy or claim arises out of or relates to these Terms and Conditions, or a breach, termination or validity thereof, and if either party decides that the dispute cannot be settled through direct discussions, the parties agree to settle the dispute through arbitration, and any such dispute shall be governed by the laws of Singapore. The arbitration: (a) shall be conducted by one (1) arbitrator in accordance with the Rules of Arbitration of the International Chamber of Commerce (“ICC”) in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the parties; (b) the seat of the arbitration shall be Singapore City, Singapore and (c) the arbitration shall be conducted in the English language. The arbitrator shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of these Terms and Conditions. In each case, the arbitral award shall be in writing and shall be final and binding on the parties. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the parties or their assets. Subject to any arbitral award, costs of arbitration shall be borne equally by the parties. The arbitration requirement does not limit the right of either party to obtain provisional or ancillary remedies, such as injunctive relief, before, during or after any arbitration proceeding.

**GRATUITIES PROHIBITED.** Seller warrants and covenants to Buyer that Seller will abide by Buyer's policy that Buyer's employees and agents accept no gratuities from Buyer’s vendors.

**MODIFICATIONS.** These Terms and Conditions may be modified, replaced, or rescinded only in writing and signed by a duly authorized representative of each party. These Terms and Conditions may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties. Facsimile and electronic signatures shall have the same effect as originals.

**NO RESTRICTIONS.** Nothing contained in this Agreement shall be deemed to (i) limit or restrict in any manner Buyer’s right to develop and market Goods having functionality identical or comparable to that of the Goods or Services to be provided by Seller to Buyer pursuant to this Agreement, nor (ii) obligate Buyer in any manner to make payment of royalties, license fees or other compensation of any nature to Seller in connection with any such Goods developed by Buyer.

**NOTICE OF LABOR DISPUTES.** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of the Order, Seller will immediately give notice of that dispute to Buyer. Seller agrees to insert the substance of this clause in any lower tier subcontract and to require that in the event its lower tier subcontractors’ timely performance is delayed or threatened by delay by any actual or potential labor dispute, the lower tier subcontractor will immediately notify its next higher tier contractor of all relevant information with respect to those disputes.

**SEVERABILITY.** In the event that any court of competent jurisdiction deems any portion or provision of these Terms and Conditions unenforceable, then, notwithstanding, the remaining portions and provisions of these Terms and Conditions will be in full force and effect.