

TERMS AND CONDITIONS OF PURCHASE - GOODS

In these General Terms and Conditions of Purchase, "Buyer" shall mean the NEXPERIA entity listed on the face of the purchase order.

1. ACCEPTANCE

This order ("Order") is Buyer's offer to Seller. When Seller accepts this Order, either by acknowledgement, commencement of performance, or by delivery of any items ordered, it shall be a binding contract ("Contract").

THIS ORDER IS LIMITED TO THE TERMS AND CONDITIONS SPECIFIED ON THE FACE AND REVERSE OF THIS DOCUMENT AND ANY ATTACHMENTS. BUYER DOES NOT AGREE TO ANY PROPOSED ADDITION, ALTERATION OR DELETION BY SELLER. THESE TERMS AND CONDITIONS CAN BE VARIED ONLY BY A WRITING SIGNED BY BUYER. ANY OTHER STATEMENT OR WRITING OF SELLER SHALL NOT ALTER, ADD TO, OR OTHERWISE AFFECT THESE TERMS AND CONDITIONS.

2. INVOICES

Invoices shall be submitted in triplicate and shall contain the following information: purchase order number, item number, description of items, sizes, quantities, unit prices and extended totals in addition to any other information specified elsewhere herein. Payment of invoice shall not constitute acceptance of goods and shall be subject to adjustment for errors, shortage, defects in goods or other failure of Seller to meet the requirements of the Order. Buyer shall pay such invoice within the payment period specified on the purchase order. If no payment period is specified on the purchase order, Buyer shall pay the invoice within a period of one hundred and twenty (120) days from the invoice date.

3. ASSIGNMENT AND SUBCONTRACTS

Seller shall not assign, transfer, subcontract or delegate this Order or any right or obligation hereunder, or any part thereof, including the accounts receivables without the written consent of Buyer. Any assignment without Buyer's written consent shall be void and have no binding effect upon Buyer. No subcontract entered into by Seller shall relieve Seller of any of its liabilities and/or obligations. Purchases of parts and materials to comply with this Order shall not be construed as assignments or subcontracts. Buyer may assign any contract to any of its Affiliates or to any third party in connection with a merger upon written notice to Seller.

The term "Affiliate" shall mean, with respect to a party, any corporation or other legal entity that now or hereafter Controls, is Controlled by or is under common Control with such party; where "Control" means the direct or indirect ownership of greater than fifty percent (50%) of the shares or similar interests entitled to vote for the election of directors or other persons performing similar functions. An entity is considered an Affiliate only so long as such Control exists.

4. CASH DISCOUNTS

Time in connection with any discount offered will be computed from (i) scheduled delivery date, (ii) date of actual delivery, or (iii) date an acceptable invoice is received by Buyer's Accounts Payable Department, whichever is later. Payment is deemed to be made for purpose of earning a discount on the date of mailing of Buyer's check.

5. SETOFFS

Buyer shall have the right to apply any amount which Seller may owe to Buyer against open invoices as directed solely by Buyer, until the full amount has been credited to Buyer.

6. PRICING AND TAXES

- (a) All fees and amounts payable by Buyer to Seller are exclusive of any value added tax, goods and service tax, sales tax, use tax, consumption tax or any other similar tax only (collectively referred to as "VAT"). If the transactions as described in this Order are subject to any applicable VAT, Seller shall provide Buyer with an invoice which specifically states this VAT and which also complies with the applicable tax regulations ("valid invoice"). Provided Seller has stated VAT (as identified above) on a valid invoice Buyer will pay to Seller the VAT properly chargeable in respect of that payment. Buyer reserves the right to withhold payments to Seller until Seller has provided Buyer with a valid invoice. If Seller has incorrectly determined the amount of VAT chargeable to Buyer, then the invoice shall be corrected and:
- when Buyer has overpaid any amount of VAT, Seller will repay this amount of VAT plus interest to Buyer; or
 - when Buyer has paid less than the correct amount of VAT, Buyer shall pay the outstanding amount of VAT to Seller upon receipt of a valid invoice.

Buyer reserves the right to claim compensation for damages in case a VAT deduction is denied or VAT refund is rejected due to Seller's failure to issue a valid invoice.

- (b) In the event that any applicable law requires Buyer to withhold taxes or similar deductions (including interest, penalties, and additions thereto) imposed on payments made or to be made by Buyer to Seller, Buyer may deduct such taxes from such payments provided that such taxes are paid to the appropriate tax authorities. In such event Buyer shall furnish Seller with tax receipts issued by the appropriate tax authorities to enable Seller to support (if applicable) a claim for credit against income taxes as well as to enable Seller to document (if necessary) Seller's compliance with tax obligations in any jurisdiction outside Seller's home country.
- (c) Seller warrants that the prices for goods will not be less favorable than prices applicable to sales by Seller to any other customer purchasing like quantities of substantially comparable products.

7. GIFTS

Seller shall not make or offer gifts or gratuities of any kind to Buyer's employees, agents, or members of their families to secure or influence any business transaction. Violations shall be a material breach of this Contract.

8. DELIVERY

Time is of the essence for the purposes of Seller's obligations under the Agreement. All goods shall be delivered Delivery Duty Paid ("DDP", latest version of Incoterms as issued by ICC, Paris, France) and risk and title to the goods (free and clear of any encumbrances) shall pass to Buyer on delivery, unless expressly otherwise agreed in writing by Buyer. Seller shall make no deliveries before the agreed delivery date(s) and Buyer shall not be liable for any costs caused by or related to production, installation, assembly, commissioning or any other work related to such goods prior to delivery, except as explicitly agreed to by Buyer. If goods are not delivered by the date specified on the Order (the "Delivery Date"), Buyer will be entitled, in addition to its other rights and remedies, to terminate, without liability, this Order as to items not yet shipped, by written notice effective upon receipt by Seller. In this instance, Buyer may purchase substitute goods elsewhere and charge Seller for any loss incurred. If it appears that Seller will not meet the Delivery Date, Seller will (i) immediately notify Buyer and (ii) ship by air freight or other expedited routing, at Seller's expense, if and in the manner requested by Buyer. If only a portion of the goods are available for shipment to meet the Delivery Date, Seller will notify Buyer and ship the available goods unless otherwise directed by Buyer. Buyer may return any unauthorized under-shipment or any over-shipment at Seller's risk and expense. Where the Agreement provides for installation, commissioning or any other work to be carried out by Seller such work shall be executed with good workmanship and using proper materials. As a minimum requirement, such goods shall comply with all applicable quality and certification standards. Seller shall pack, mark and ship the goods in such manner as to prevent damage during transport and which facilitates unloading, handling and storage. For all software, including without limitation device drivers, firmware and any necessary software for the proper operation and support of the goods (collectively "Software") Buyer and its Affiliates are granted a perpetual, non-exclusive, non-transferable, irrevocable, royalty-free, worldwide right and license to use, reproduce, prepare derivative works of and distribute the Software in connection with Buyer's distribution and support of the goods including without limitation distribution in electronic

form (e.g. via Buyer's website). Seller agrees to provide all updates and modifications to the Software to Buyer during the term of the Agreement without additional charges. Any license fees for Software shall be included in the purchase price or any other amounts payable under the Agreement.

9. PACKING AND SHIPMENT

Unless otherwise specified, when the price of this Order is based on the weight of ordered goods, such price covers net weight of material ordered only. Any charges for boxing, crating, handling, storage or other packing requirements shall be stated separately on Seller's invoice. Seller shall mark all containers with necessary lifting, handling and shipping information and also purchase order numbers, release numbers, dates of shipment, and the names of the consignee and consignor. An itemized packaging sheet must accompany each shipment. No partial or complete delivery shall be made prior to the date or dates shown unless Buyer has given prior written consent.

10. CHANGES

The Buyer may at any time, by a written and/or verbal order and without notice to sureties or assignees, suspend performance hereunder, increase or decrease the ordered quantities or make changes within the general scope of this Order in any one or more of the following ways: (a) Applicable drawings, designs or specifications; (b) Method of shipment or packing, and/or, (c) Place of delivery and/or delivery schedule. If any such change causes an increase or decrease in the cost of, or the time required for performance of this Order, an equitable adjustment shall be made in the Order price or delivery schedule, or both and the Order shall be modified in writing accordingly. No claim by Seller for adjustment shall be valid unless asserted within twenty (20) days from the date or receipt by the Seller of the notification of change provided, however that such period may be extended upon the written approval of the Buyer. Nothing in this paragraph shall excuse the Seller from proceeding with the Order as changed or amended.

11. LIMITED INCOMING INSPECTION

Upon delivery the Buyer will inspect the goods only with regard to their type and quantity and for externally visible damage caused by transportation "Incoming Inspection". Buyer is not obliged to carry out a more detailed examination on arrival. If defects are noticed during the Incoming Inspection Buyer will inform Seller without delay. Buyer will inform Seller about other defects when detected by Buyer during due cause of business. Seller hereby waives his rights to reject delayed notification of deficiency.

12. RESPONSIBILITY FOR GOODS.

Irrespective of any prior inspections or the point of delivery pursuant to the applicable Incoterm, Seller shall bear all risks of loss, damage, or destruction for nonconforming goods. Seller shall also bear the same risks with respect to goods rejected by Buyer. Buyer shall be responsible for any loss occasioned by the gross negligence of its employees.

13. PATENTS AND TRADEMARKS

Seller warrants that all goods and services shall not infringe on any third party patent, copyright, trade secret, trade name, trademark or service mark, or other proprietary right. Seller shall at its own expense defend, indemnify and hold Buyer, its officers, directors agents, representatives and employees harmless from any and all claims, liabilities, damages, and expenses (including attorneys' fees actually incurred) by virtue of any proceedings, claimed infringement of patents, copyrights, trade secrets, trade names, trademarks, service marks, or other proprietary right in connection with goods or services supplied.

14. TOOLING AND DOCUMENTS

All specifications, drawings or other documents and data furnished by Buyer and all tools, dies, molds, jigs, fixtures, patterns, machinery, special test equipment, special taps and gauges which have been furnished, paid

for, or charged against Buyer, or which have and their cost amortized shall be deemed Buyer's property, treated as Buyer Confidential Information.

Any specifications, drawings, information, tools, moulds, masks, jigs, dies and other materials furnished to Supplier or funded or paid for by Buyer (whether separate or as a part of the unit price), in whole or in part, shall (i) remain or become as of the moment of completion thereof, Buyer's property, provided the risk therefor (including risks of loss or damage) remains with Supplier until delivery to Buyer, (ii) if use thereof by Supplier is allowed by Buyer, be used exclusively for the purposes of the Agreement, be properly used, maintained and kept in good working condition at Supplier's expense, (iii) be clearly marked as Buyer's property and be kept in separate storage when not in use, and (iv) be delivered to Buyer promptly on Buyer's demand. Supplier shall inform any third parties who might seek recourse thereon of Buyer's proprietary right; Supplier shall immediately inform Buyer of any such event. Supplier shall take out adequate insurance, mentioning Buyer as beneficiary, for all property of Buyer in the possession of Supplier.

15. APPLICABLE LAW

The Contract arising pursuant to the Order shall be governed by and construed in accordance with the laws set forth in the table below, based on the identity of the Buyer. Any rights, remedies and warranties available to Buyer by operation of law may only be waived or modified in writing by Buyer in a supplement or an amendment to this Order.

Buyer	Applicable Law
Nexperia B.V.	The Netherlands
Nexperia Germany GmbH	Germany
Nexperia Hong Kong Limited	Hong Kong SAR
Nexperia Hungary Kft	Hungary
Nexperia Malaysia Sdn. Bhd.	Malaysia
Nexperia Singapore Pte. Ltd.	Singapore
Nexperia Taiwan Co. Ltd.	Taiwan
Nexperia UK Ltd.	United Kingdom
Nexperia Newport Limited	United Kingdom
Nexperia USA Inc.	State of California, USA
Nexperia Philippines Inc.	Philippines
Nexperia China Ltd.	People's Republic of China

16. COMPLIANCE WITH LAWS AND REGULATIONS

Supplier represents and warrants to Buyer that the goods will and have been designed, manufactured and delivered and/or the services will and have been performed in compliance with all applicable laws and regulations (including, without limitation, environmental, health and safety laws and regulations and any Buyer's policies or guidelines on the environment and banned substances from time to time informed to Supplier). In the event of dangerous or hazardous goods, Supplier shall provide to Buyer written and detailed specifications of the composition of such goods and of all laws, regulations and other requirements relating to such goods in order to enable Buyer to properly transport, store, process and use such goods.

17. QUALITY ASSURANCE

The Seller shall maintain a quality management system in compliance with Buyer's requirements and the applicable certifications and standards as may be further specified by Buyer in the purchase order or any other written requirements by Buyer (including emails).

18. TERMINATION

Buyer may terminate this Order for convenience in whole or in part, at any time, by verbal and/or written notice prior to Seller's written order acknowledgment or commencement of performance under this Order. After Seller has given written acknowledgement of this Order or has commenced performance, Buyer may terminate this

Order by giving ten (10) days written notice of such termination. At such time, Seller shall cease all related work unless otherwise directed by Buyer. Buyer's termination of this Order shall not constitute a default.

19. RIGHT TO AUDIT

Seller and its subcontractors shall keep accurate records and books of accounting showing all charges and related expenses incurred in the performance of services hereunder. Said records shall be maintained in conformance with generally accepted accounting principles and procedures. Buyer shall have the right to inspect such records and perform audits for three years from the date of this Contract, on Seller's or subcontractor's premises during business hours, or assign said audits to outside parties. Seller agrees to fully reimburse any recoveries plus reasonable audit costs in the event of financial discoveries resulting from an audit. Buyer shall maintain the right to extend payment terms until such time as corrections have been made. The terms of this paragraph shall appear in all of Seller's subcontracts.

20. INSURANCE

Before commencement of any work on Buyer's premises, Seller represents that it has and shall maintain and shall furnish Buyer with certificates of insurance evidencing worker's compensation insurance, state disability insurance, and such other insurance as Buyer may reasonably request, and at Buyer's request Seller shall make Buyer an additional insured on any such policy (other than worker's compensation or state disability). Seller shall furnish to Buyer at Buyer's request, a certificate of insurance documenting any of the above-mentioned coverage. All such insurance certificates shall provide that they shall not be cancelled or amended without thirty days prior written notice to Buyer and shall be with insurance companies reasonably satisfactory to Buyer. Insurance shall be maintained for the period specified by Buyer or so long as work on the premises is ongoing, if no period is specified.

21. CONFIDENTIALITY

- (a) Buyer Confidential Information means information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, finances, and personal data related to the business or affairs of Buyer. Buyer Confidential Information does not include any information (i) which Seller knew before Buyer disclosed it to Seller; (ii) which has become publicly known through no wrongful act of Seller; or (iii) which Seller developed independently, as evidenced by appropriate documentation.
- (b) Seller agrees not to disclose any Buyer Confidential Information and to take all reasonable precautions to prevent its unauthorized dissemination, both during and after the Contract. Without limiting the scope of this duty, Seller agrees to limit its internal distribution of Buyer Confidential Information to its employees and agents who have a need to know and to take steps to ensure that the dissemination is so limited. Seller agrees not to use any Buyer Confidential Information for its own benefit or for the benefit of anyone other than Buyer. Without limiting the scope of this duty, Seller agrees not to design or manufacture any products which incorporate Buyer Confidential Information.
- (c) All Buyer Confidential Information remains the property of Buyer and no license or other rights in the Confidential Information is granted hereby.
- (d) All information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding accuracy or performance. Further, upon Buyer's written request, Seller agrees to return to Buyer, all Buyer Confidential Information, including but not limited to all computer programs, documentation, notes, plans, drawings and copies thereof.

22. ADVERTISING / PUBLICITY RELEASES

The terms and existence of this Order and everything supplied in connection with it by Buyer shall be held in confidence by Seller. Seller shall not in any manner, advertise, publish or release any information concerning this Order, or any portion thereof, without the prior written consent of Buyer. Seller shall not use Buyer's name in any way, including without limitation, a general or sample listing of Seller's customers, without Buyer's prior written consent. This Contract does not grant or confer any right to use any trademark, trade name, logo, service

mark or other mark of Buyer or its Affiliates, in any advertising, publications, promotional activities, or for any other purpose. Any violation of this paragraph shall be deemed a material breach.

23. TITLE

Seller warrants title to all goods sold and services supplied. Upon consummation of the transactions contemplated hereby, Buyer will have acquired good and marketable title to the goods, free and clear of liens.

24. EXPORT CONTROLS

Seller agrees that it will not export or re-export, directly or indirectly, any of Buyer's items, (goods, software, incl. source codes, technology or technical services), without complying with all applicable international and national export control laws, including but not limited to the US Export Administration Regulation and the US International Traffic in Arms Regulations, for which at the time of export or re-export, an export license or other governmental approval is required, without first obtaining such license or approval. Seller also agrees to inform Buyer whether or not the Deliverable is US controlled and/or controlled under the export control laws of its own country, and if so, provide NEXPERIA with the export control classification number (ECCN).

25. SUPPLY CHAIN SECURITY

Buyer operates according to a uniform and company-wide framework on Supply Chain Security in which all applicable requirements of governmental security programs like the U.S. Customs and Border Protection program C-TPAT (Customs Trade Partnership Against Terrorism) and Authorized Economic Operator programs (AEO) are incorporated. Such programs require security standards from Seller as well. It is expected that NEXPERIA's goods related suppliers shall therefore be actively involved in the governmental Supply Chain Security Programs, like CTPAT, AEO, Air Security and or similar governmental programs and or shall have measures in place (internal Supply Chain Security Policy and Program) in order to ensure goods are produced, stored, prepared, packed, loaded in and transported from safe business premises, to ensure goods are protected against unauthorized intervention during production, storage, preparation, packing loading and transport, and to ensure goods are forwarded and shipped by authorized third parties.

26. DAMAGES

IN NO EVENT SHALL SELLER BE ENTITLED TO INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, GOODWILL, OR PRODUCTION DOWNTIME, EVEN IF BUYER IS ADVISED OF THE SAME.

27. WARRANTIES

SELLER WARRANTS THAT ALL GOODS AND/OR SERVICES WILL CONFORM WITH ALL WRITTEN PROPOSALS AND DESCRIPTIONS AS WELL AS ANY DRAWINGS, SPECIFICATIONS, SAMPLES, OR MODELS FURNISHED BY BUYER OR FURNISHED BY SELLER AND APPROVED BY BUYER. SELLER FURTHER WARRANTS THAT ALL GOODS SHALL BE MERCHANTABLE AND FIT FOR THEIR INTENDED PURPOSE AND SHALL BE NEW, NOT REFURBISHED OR RECONDITIONED, AND THAT ALL SERVICES SHALL BE RENDERED IN A GOOD AND WORKMANLIKE MANNER BY SKILLED PERSONNEL. THE FOREGOING WARRANTIES ARE IN ADDITION TO AND NOT IN LIEU OF ANY OTHER WARRANTIES, IMPLIED OR EXPRESS.

In the case of non-compliance with this warranty, Buyer may, at its discretion and without prejudice to any other right or remedy available under the Agreement or at law, reject the goods which do not comply with the provisions of the first sentence of this section 27 (hereinafter referred to as goods having a "defect" or "defective goods") by written notice to Supplier.

In the event of such rejection or if Buyer detects any goods having a defect after acceptance thereof, Buyer, at its option, shall be entitled to a full refund of the purchase price of the defective goods, or may require Supplier to remedy promptly the non-conformance or to replace the defective goods. In such event Supplier shall be responsible for and indemnify Buyer against and shall hold Buyer harmless from any and all cost of repair, replacement and transportation of the defective goods, as well as for all costs and expenses (including, without limitation, recall, inspection, handling and storage costs) and damage incurred by Buyer in connection with such

defective goods. Risk to the goods shall pass to Supplier as from the notice of rejection. Supplier will provide out of warranty service to Buyer and its Affiliates at commercially reasonable prices for a period of five (5) years after the last date of manufacture of the goods.

28. EPIDEMIC DEFECT

Seller warrants that the goods will be free from epidemic defects. An "epidemic defect" is a defect which appears in more than half a percent (0.5%), or any lower percentage as specified in the specifications, of the goods of the same or substantially the same type delivered by Seller to Buyer or its Affiliates within the epidemic defect period as stated in the relevant specifications, or if no such period is stated, within any consecutive period of three (3) months, and which defect is either similar or substantially similar or has similar or substantially similar cause. In the event of an epidemic defect, Seller shall urgently and at its costs and expense repair or replace goods delivered to Buyer which show such epidemic defect within the reasonably expected life time of such goods and Seller shall further indemnify Buyer for all losses and damages incurred by Buyer, including without limitation all costs and damages in relation to recall of any goods or products in which the goods are used from the market (whether defective or not) in relation to the epidemic defect.

29. INDEMNITY

SELLER SHALL INDEMNIFY AND HOLD HARMLESS BUYER, ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEYS' FEES ACTUALLY INCURRED) INCLUDING ON ACCOUNT OF DEATH OR INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY ARISING FROM OR IN CONNECTION WITH ANY GOODS AND/OR SERVICES SUPPLIED, EXCEPT TO THE EXTENT CAUSED BY BUYER'S SOLE NEGLIGENCE. THIS INDEMNITY SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LIABILITY OR EXPENSE IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT. THIS INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF GOODS AND/OR SERVICES.

Without prejudice to any other right or remedy available to Buyer under the Agreement or at law, Supplier (1) shall procure the right for Buyer to continue to use the goods at no extra costs to Buyer, and (2) agrees that it will indemnify and hold Buyer, its Affiliates and their successors and assigns harmless from and against all liabilities, including without limitation product liability, claims, losses, damages, costs and expenses (including reasonable attorney's fees), whether direct or indirect (including, without limitation, loss of profits), arising from or relating to Supplier's (or its officers', employees', agents' or subcontractors') failure to comply with any of its obligations under the Agreement.

30. ATTORNEYS' FEES

If any legal action is necessary to enforce this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and expenses in addition to any other allowable relief.

31. NO OPEN SOURCE SOFTWARE

Seller represents and warrants that, to the best of its knowledge after proper due diligence and inquiry, its software product and/or software/hardware product to be provided to Buyer for use or distribution by Buyer (including in Buyer's product packages or through a download from Buyer's website, or otherwise) does not include any portion of any Open Source Software. Seller agrees that it will defend, indemnify and hold harmless Buyer and its customers against any and all losses, damages, costs and expenses arising from a breach by Seller of any of its obligations or representations hereunder, including, without limitation, any third party claims in connection with any such breach.

For the purpose of this representation and warranty, the term Open Source Software means:

- i any software that requires as a condition of use, modification and/or distribution of such software, that such software:
 - be disclosed or distributed in source code form;
 - be licensed for the purpose of making derivative works; and/or

- can be redistributed only free of enforceable intellectual property rights (e.g., patents);

and/or

- ii any software that contains, is derived in any manner (in whole or in part) from, or statically or dynamically links against any software specified under paragraph 29(i) above.

For the purpose of this representation and warranty, by means of example and without limitation, any software modules or packages licensed or distributed under any of the following licenses or distribution models shall qualify as Open Source Software:

- GNU's General Public License (GPL) or Lesser/Library GPL (LGPL),
- the Artistic License,
- the Mozilla Public License,
- the Common Public License,
- the Sun Community Source License (SCSL), and
- the Sun Industry Standards Source License (SISSL).

32. CONTINUITY OF SUPPLY

In the event that Supplier is in default under any Agreement, Buyer may notify Supplier of its intent to have the goods manufactured (or services performed) directly by Supplier's designated manufacturer or subcontractor (hereafter "Subcontractor") or by any third party designated by Buyer as stipulated below if such default is not remedied within fourteen (14) days or if within same period no precautions are taken by Supplier to Buyer's reasonable satisfaction to prevent future defaults with the same or substantially similar cause. If Supplier does not remedy such default within such fourteen (14) day period, Buyer will have the right to have the affected goods manufactured or services performed directly for Buyer by the Subcontractor. At the same time Buyer provides notice to Supplier, Buyer will have the right to contact the Subcontractor and work with the Subcontractor to ensure that the Subcontractor will be ready to ship goods to or perform services for Buyer immediately if Supplier does not cure the default or does not take precautions to Buyer's reasonable satisfaction to prevent future defaults with the same or substantially similar cause within the aforesaid period of fourteen (14) days. In the event that Supplier does not use a Subcontractor for production of the goods or performance of services or the Subcontractor is unable or unwilling to manufacture and sell the goods directly to or perform services directly for Buyer, Supplier will immediately provide to Buyer all materials, specifications and other items necessary to enable Buyer, or a third party designated by Buyer, to manufacture, support, distribute, license and sell the goods or perform the services ("Materials"). In addition, Supplier grants to Buyer a worldwide, royalty free, irrevocable, non-exclusive right, under all necessary intellectual property rights, to: (i) use, execute, reproduce and prepare derivative works of the Materials for the purposes of making, manufacturing and supporting the goods and performing the services, (ii) distribute and sell such goods, and (iii) authorize third parties to do any of the foregoing on Buyer's behalf. The Materials will be provided to Buyer's third-party manufacturer or service provider under a non-disclosure agreement and such third party manufacturer or service provider will only be permitted to use the Materials to manufacture the goods or perform the services for Buyer. Supplier agrees to extend its warranty and indemnity obligations as set forth under sections 27 and 29 of these Terms and Conditions, to any goods manufactured or services performed by Subcontractor or a third party

33. INTELLECTUAL PROPERTY RIGHTS

Supplier agrees that any information, drawings, know-how, specifications, designs, concepts, techniques, developments, inventions, technologies and other work products generated or developed in the course of work performed under the Agreement by Supplier and any intellectual property and other proprietary rights therein or thereto shall vest in Buyer. Supplier assigns or shall cause to be assigned to Buyer all right, title and interest to any and all such items and rights and to do everything necessary to perfect such rights and to protect Buyer's interest therein. Supplier shall inform any third parties who might seek recourse thereon of Buyer's proprietary rights; Supplier shall immediately inform Buyer of such an event.

34. MATERIAL SAFETY DATA SHEETS

Seller will electronically provide a Material Safety Data Sheet for those chemicals purchased under this Order which are regulated by OSHA's hazard communication regulations set forth in 29 C.F.R. 1910.1200. All chemical suppliers certify, by acceptance of this Order, that the chemicals purchased are on the Toxic Substances Control Act, 15 U.S.C.S. §2601, et. seq., chemical inventory or are subject to an exemption and that the exemption is specified in the Material Safety Data Sheet.

35. OZONE DEPLETING SUBSTANCES

Seller certifies by acceptance of this Order that the goods will not be manufactured with any Class I ozone-depleting substances in Seller's manufacturing processes and the goods do not contain these substances. Class I ozone-depleting substances are those substances identified at 40 CFR Part 82 Appendix A to Subpart A and any substances which may be later identified by the Environmental Protection Agency as Class I ozone-depleting substances.

36. NO WAIVER

No waiver by Buyer of any breach of any condition, covenant or term of the Agreement shall be effective unless it is in writing and no failure or delay by Buyer in enforcing any provision of the Agreement or in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

37. SURVIVAL OF TERMS

The provisions of paragraphs 12, 14, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 33, 34, 35 and 36 hereof shall survive termination of this Contract.

38. LANGUAGE.

Translated versions of this Contract are also available. If there is any inconsistency between the English language version of this Contract and any translated version of this Contract, then the English language version shall prevail.