

1. **GENERAL.** The terms and conditions set forth below, together with the written information contained on the face of this purchase order ("Order") and all attachments and exhibits attached hereto and all specifications, drawings, notes, instructions, and other written materials and information including those that can be found on the Supplier Partner Access Page (Link: <http://www.sanmina.com/partners-access/supplier-requirements/index.php>) referred to therein (the "Terms") shall apply to the purchase of the products and/or services described in this Order (collectively "Products") and are incorporated herein and are made a part of this Order. Seller may accept this Order either by performance or the sending of an acknowledgement; provided, however, that any additional terms and conditions contained in Sellers offer or counteroffer documents (including any acknowledgment or invoice) shall not apply to this Order unless they are specifically accepted by an individual of Buyer having the title of Vice President or higher ("Buyers Representative") in writing. In the event this Order is deemed to be an acceptance of a Seller quotation (rather than an offer or counteroffer accepted by Seller by performance or acknowledgement), then Buyers acceptance of Sellers quotation is expressly conditioned on Sellers agreement to these Terms. If a purchase agreement (signed by a Buyer Representative) exists between Seller and Buyer with respect to the Products, the terms of such agreement shall prevail over any inconsistent Terms herein. In no event shall Buyers silence in response to any document containing Sellers terms and conditions be construed as an acceptance of any such terms or conditions. The Order is by and between the Seller and the particular Buyer entity set forth on the front of this document, and does not bind any other entity, including any Affiliate of Buyer.

2. **PRICE, INVOICES, PAYMENT TERMS, AND DISCOUNTS.** Prices for Products shall be in the currency set forth on the front of this Order, or if no currency is specified thereon, the currency of the country in which Buyer is incorporated. Seller warrants that the prices offered for the Products hereunder are the lowest prices for these or similar Products sold by Seller to other customers, and in the event of any price reduction between the acceptance of this Order and delivery of the Products, Buyer shall be entitled to such reduction. Seller shall submit invoices which include, at a minimum, the following information: Order number, item number, description of item, size of item, quantity of item, unit price, applicable taxes, extended totals, and any other information specified elsewhere herein. A Bill of Lading or express receipt must accompany each invoice. The Product price includes all applicable foreign, federal, state, and local taxes, tariffs, import duties, commissions, and all shipping, freight, transportation, packing and handling charges required to deliver the Product to the delivery point in accordance with Section 3(b); provided, however, that all freight, transportation, duties and taxes (including value added taxes) shall be separately itemized. Payment terms for any valid and non-disputed invoice are net ninety (90) days from the date of receipt of product. In the event Buyer disputes any invoice, it will promptly notify Seller, and the parties shall use their respective efforts to resolve the dispute. Payment of invoices shall be deemed correct unless Seller notifies Buyer of any payment discrepancies within thirty (30) days after receipt of payment. Buyers delay in paying any disputed portion of any invoice shall not constitute a breach or default of these Terms. Buyer may at any time set off any amount owing from Seller or any of its Affiliates to Buyer or any of its Affiliates against any amount payable by Buyer or its Affiliates to Seller or its Affiliates. For the purpose of this Order, the term "Affiliate" of a party shall mean and include any entity which controls (by owning the majority of voting securities of), is controlled by, or is under common control of Buyer or Seller. Time in connection with any discount offered by Seller will be computed from the latest of (i) the scheduled delivery date, (ii) the date of actual delivery, or (iii) the date on which a correct invoice is received; for the purpose of earning the discount, payment will be deemed to have been made on the date of mailing of Buyer's Payment.

3. **DELIVERY, INCOTERMS, RISK OF LOSS, PACKING AND SHIPMENT, OVERSHIPMENTS.**

(a) **TIME IS OF THE ESSENCE OF THIS ORDER.** The delivery date shall be that which is specified in the Order unless agreed otherwise in writing between Buyer and Seller. Seller shall immediately notify Buyer in the event that Sellers timely performance under this Order is delayed or likely to be delayed, in whole or in part, and Seller shall provide Buyer with all available information regarding the reasons for the delay. Such notice shall not constitute a waiver by Buyer of any of Sellers obligations hereunder. If delivery of the Products is not timely completed, Buyer reserves the right, without liability and in addition to all its other rights and remedies: (1) to terminate this Order by notice effective when received by Seller as to Product not yet shipped, and to purchase substitute Products elsewhere and at Buyers option charge Seller with any loss incurred, (2) to request that Seller, at its expense, ship Product by expedited means and (3) to recover from Seller any damages it incurs, including but not limited to any damages it is required to pay to any third party. Neither partial shipments nor shipments prior to the delivery date shall be permitted unless agreed to in writing by Buyer. Product delivered to Buyer more than three (3) days in advance of the delivery date herein or which are in excess of the ordered quantities may be returned at Sellers expense.

(b) Unless otherwise specifically provided on the face of this Order, the Products will be delivered DAP Buyers facility (Incoterms 2010). In the event this Order includes the delivery of equipment which requires installation, Seller shall install such equipment (at Sellers expense) at Buyer's designated site upon request from buyer. Title and risk in Products shall remain with Seller until they are delivered at the point specified in the Order and transferred to Buyers possession, at which time title and risk in the Products shall transfer to Buyer.

(c) Unless otherwise specified in the Order or in another written communication from Buyer to Seller, (i) all Products shall be packed in accordance with good commercial practices; (ii) Seller shall attach a complete packing list to the outside of each packing container; (iii) Seller shall mark all containers or packages with necessary lifting, loading and shipping information; (iv) Seller shall mark all shipments with bar code labels meeting Electronic Industries Association Outer Shipping Container Bar Code label Standard EIA-556-A; (v) Seller shall ensure that all packaging complies with laws on packaging and waste as implemented by the various member states of the European Union, as well as with similar environmental laws in other jurisdictions and shall include all information required by RoHS, WEEE, or REACH; (vi) Seller shall ship Product in a manner which complies with all laws, including ICC regulations and which is adequate to insure safe arrival of the Product at the destination.

(d) Unless otherwise agreed in writing, Seller shall be the exporter of record for Product and technical data.

(e) All information held by or reasonably available to Seller regarding any potential hazards known or believed to exist in the transport, handling or use of the Products shall be promptly communicated to Buyer.

4. **WARRANTY.**

(a) In addition to any express or implied warranties, Seller warrants that Products will be (1) new and unused, (2) free from all defects, including defects in workmanship, material, design and manufacture, (3) of merchantable quality and fit for the purposes intended by Buyer, (4) in conformance with any drawings or specifications provided to Seller or any

samples furnished by Seller, and all Seller quality requirements as defined in the **Supplier Quality Requirements**

Document (QAR-0001-C) (Link: <http://www.sanmina.com/partners/QAR-0001-C.pdf>), (5) free from infringement of any third party intellectual property, and (6) if services, performed in a professional and workmanlike manner. The foregoing warranties shall (i) survive the delivery and inspection of the Product and acceptance or payment by Buyer, (ii) be in effect for as long as Buyer warrants its product (containing the Product) to its customer, but no longer than five years from delivery, and (iii) run to the benefit of Buyer and its customers. Buyers approval of Sellers materials or design will not relieve Seller of any warranties.

(b) **COMPLIANCE WITH HAZARDOUS AND/OR RESTRICTED/PROHIBITED MATERIAL REGULATIONS.** In addition to the warranties set forth in (a), Seller represents, warrants and certifies that all Products and/or Materials complies and shall remain solely responsible for full compliance of delivered Goods or parts of Goods with any applicable rules and regulations on restriction of hazardous and/or restricted/prohibited substances, including, but not limited to "RoHS" Directive 2011/65/EC including amendment 2015/863, "China RoHS 2" the Administrative Measures for the Restriction of the Use of Hazardous Substances in Electrical and Electronic Products, "WEEE" Directive 2012/19/EU Waste from Electrical and Electronic Equipment Directive, "REACH" EC Regulation 1907/2006 Registration, Evaluation, Authorization, and Restriction of Chemicals, "SCIP" Database of Substances of Concern in Products, "Battery Directive" Directive 2006/66/EC and EC Regulation 2023/1542, "MDR" Regulation (EU) 2017/745, "IVDR" Regulation (EU) 2017/746, "POPs" Regulation (EU) No 2019/1021, "CLP" Regulation (EC) No 1272/2008, "BPR" Regulation (EU) No 528/2012, "CA Prop 65" Safe Drinking Water and Toxic Enforcement Act of 1986, Toxic Substances Control Act of 1976 including Regulation of Persistent, Bioaccumulative, and Toxic Chemicals Under TSCA Section 6(h) and Toxic Substances Control Act Reporting and Recordkeeping Requirements for Perfluoroalkyl and Polyfluoroalkyl Substances Under TSCA 8(a)(7), France Anti-Waste for a Circular Economy law (AGEC) Decree 2022-748 – each, as amended, as well as any other hazardous substance and/or restricted/prohibited substance and/or other environmental compliance legislations stated on the Purchase Order. Seller will immediately inform Buyer of use/presence of any such restricted and/or prohibited substance and periodically provide certification and/or material accounting via Buyer's hazardous substance compliance survey. Seller will provide a Declaration of Compliance compliant with IEC 62474 latest revision, including but not limited to Seller's data entry into Buyer's designated online application, upon Buyer's request within 45 days, for a minimum of 10 years after purchase or until the product is no longer sold + 2 years and/or other legislated hazardous substance or other environmental compliance legislations upon request by Buyer. The parties acknowledge that Buyer may specify other hazardous substance and/or restricted/prohibited substance and/or other environmental compliance legislations in various ways, including but not limited to relying on Sellers published Product specifications or any other statement from Seller stating that the Product complies with the hazardous substance and/or restricted/prohibited substance and/or other environmental compliance legislations, or by advising the Seller either in a request for quotation, on its Order(s), or otherwise.

(c) In addition to any other rights Buyer may have, if Products delivered pursuant to this Order do not meet the foregoing warranties, Buyer shall, at its sole option, have the right to (i) require Seller to correct any defective or nonconforming Product by repair or replacement at no cost to Buyer; (ii) return such defective Product to Seller, at Sellers expense and sole risk, for a credit at the price the Products were originally purchased or (iii) correct the defective or nonconforming Product itself and charge Seller with the cost of such correction. In addition, Seller shall indemnify and hold the Buyer-Indemnified Parties harmless from and against any Claims as set forth in Section 7. In the event Buyer requests a return for replacement, Seller shall (a) provide Buyer with a return material authorization number within 24 hours after Buyers request, (b) replace or rework and ship the nonconforming returned Products within five (5) business days after receipt and (c) shall bear all shipping costs required to effectuate the replacement.

(d) Any repaired Product shall be warranted as set forth herein to the same extent and duration as the Product initially furnished.

(e) In addition to the foregoing warranties, Seller warrants that the Product, Sellers business (including its manufacturing, operating and hiring processes), and the Product documentation comply with all international, national, federal, state, and local ordinances, rules and regulations (including but not limited to the Fair Labor Act of 1938, as amended, the Occupational Safety and Health Act of 1970, the Toxic Substances Control Act of 1976 and the Transportation Safety Act of 1974, as amended, all regulations of the Food and Drug Administration, the Federal Acquisition Regulations, and any similar law outside of the United States, as such laws have been amended, modified, or implemented (collectively "Laws") and that the manufacture and sale of the Product complies with all Laws. Seller further warrants the accuracy of all Product documentation it provides to Buyer, including but not limited to customs-related documents and MSDS and safety-related documents.

5. **INSPECTION AND ACCEPTANCE.** Payment for the Product does not constitute acceptance of the Product and Buyer reserves the right to take an adjustment (by means of a credit memo or otherwise) for errors, shortages, defect in the Products or other failure of Seller to meet the requirements of this Order. Product will only be deemed accepted after it has actually been counted, inspected and tested by Buyer and determined to be in conformance with this Order. Notwithstanding the foregoing, Buyers failure to inspect or test the Product shall not relieve Seller of any of its responsibilities hereunder. In case any Product is not in conformity with the requirements set forth in the Order or these Terms, Buyer will have (in addition to charging Seller for the inspection of the Products) the right to reject it, to require its correction, or to accept it with an adjustment in price. Any Product that has been rejected or required to be corrected must be replaced or corrected by and at the expense of Seller within five business days after notice. If, after being requested by Buyer, Seller fails to timely replace or correct any defective Product or element of service, then Buyer shall have the right (a) to exercise any remedy set forth in Section 4(c) above, (b) to cancel this Order for default, or (c) to require an appropriate reduction in price. Buyer (on behalf of itself and its customer) reserves the right to inspect, at the Sellers facility or at any other location, any or all of the Products and any records relating to the products.

6. **CHANGES.** Buyer shall have the right at any time to suspend performance hereunder, increase or decrease the ordered quantities, change the delivery date of the Product or make changes in drawings, designs, specifications, materials, packaging, place of delivery and/or method of transportation ("Change(s)"). Seller agrees to accept such Changes as though the Changes were included in the Order. If any Changes cause an increase or decrease in the cost, or the time required for performance, Seller shall notify Buyer, and the parties shall agree on an equitable adjustment in

the price and/or delivery date, and shall modify the Order in writing. No claim by Seller for such an adjustment will be valid unless asserted in writing within twenty (20) days (or such longer period as agreed to in writing by Buyer Representative) after the date on which Seller received the notification of the Change. Except in the event of a Change, Seller shall not make any changes to the form, fit, function to any Products or any changes to the drawings, designs, specifications, materials, process, packaging, time and place of delivery or method of transportation without Buyers prior written consent.

7. **INDEMNIFICATION.** Seller shall indemnify, defend and hold Buyer, its officers, directors, employees, agents, customers, and affiliates (the "Buyer-Indemnified Parties") harmless from and against any and all demands, claims, actions, causes of action, proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel and, in the case of breach of warranty, including the internal or external costs of any recall (including shipping costs to and from Buyers customer to Buyer), the costs incurred by Buyer to determine the cause of the failure, the technical support labor costs in handling customer relationships and the costs incurred by Buyer to repair the product which incorporates the Product) of every kind ("Claim") (i) which Claim alleges that the Product, the use or sale of the Product, or the equipment or processes used to manufacture and/or assemble the Product infringe the patent, copyright, trademark, trade secret or other form of intellectual property right belonging to a third party or (2) Seller has engaged in unfair competition as a result of similarity in design, trademark or appearance of the Product; (ii) based upon personal injury or death or injury to property to the extent any of the foregoing is proximately caused either by a defective Product, or by the negligent or willful acts or omissions of Seller or its officers, employees, subcontractors or agents; and (iii) based on Sellers breach of the Terms, including but not limited to any breach of the warranties provided in Section 4 (including any failure of the Product or the manufacture thereof to comply with the RoHS, WEEE, REACH or other specified environmental compliance). Seller agrees upon receipt of notification from Buyer to provide and to promptly assume responsibility for defense of any claim, suit or proceeding which may be alleged or brought against the Buyer-Indemnified Parties. At its option, Buyer may be represented by and actively participate, through its own counsel in such Claim at Buyer's cost. Seller shall not settle any Claim without Buyers written approval, which approval shall not be unreasonably withheld. The rights pursuant to this Section are in addition to any other rights (of indemnification or otherwise) provided by law.

8. **TERMINATION AND CANCELLATION.**

(a) Buyer shall have the right to terminate this Order or any portion thereof "for cause" and without any liability to Buyer (i) in the event Seller breaches any of these Terms or (ii) Buyer believes in good faith that Seller will be unable to perform its obligations hereunder, requests that the Seller give it adequate assurances of performance, and Seller fails to do so within five business days. In addition, this Order shall automatically terminate for cause and without liability to Buyer in the event Seller assigns substantially all of its assets to a third party for the benefit of its creditors, files for bankruptcy or has a bankruptcy proceeding filed against it which proceeding is not dismissed within sixty days after filing. Seller shall indemnify the Buyer-Indemnified Parties for all Claims resulting from Buyers termination for cause, including the costs of transferring production to a third party, the procurement of substitute product, line down charges and any other costs incurred by Buyer.

(b) Buyer shall have the right to terminate the Order or any portion thereof for its convenience. In the event of such a termination, Seller shall immediately stop all affected work hereunder, place no further orders for materials to complete the affected work, and observe any instructions by Buyer as to work in process. In addition, if requested by Buyer, Seller will assign to Buyer all Sellers interests under any affected subcontracts and orders, settle all claims thereunder after obtaining Buyers written approval, protect all property in which Buyer has or may acquire an interest, and transfer title and make delivery to Buyer of all articles, materials, work in process, and other things held or acquired by Seller in connection with the terminated portion of this Order. Seller will proceed promptly to comply with Buyers instructions respecting each of the foregoing without awaiting settlement or payment of its termination claim. Within thirty (30) days after such termination, Seller may submit to Buyer its written claim for termination charges, in the form and with the certifications prescribed by Buyer. Sellers failure to submit the claim within thirty (30) days after termination shall constitute a waiver of such claim and a release of any potential Buyer liability arising out of the termination. Unless otherwise agreed, the termination charges will be limited to (i) the contract price, for Product completed (or services rendered) in accordance with this Order and not previously paid for (provided that the Product was not manufactured in advance of the leadtime previously approved by Buyer); and (ii) the cost of the components plus a reasonable charge for the labor expended for all work in process (provided that the work was not performed in advance of the leadtime previously approved by Buyer); and (iii) reasonable cancellation charges paid to third party suppliers, provided that Seller has obtained Buyers prior written approval. Payments under Sections (i)-(iii) above may not exceed the aggregate price specified in this Order less payment otherwise made or to be made. Any amounts payable by Seller to Buyer for property lost, damaged, stolen or destroyed prior to delivery to Buyer will be excluded from amounts otherwise payable to Seller under this Section.

(c) In the event a court determines that Buyer has improperly terminated this Order or a portion for cause, such termination shall be deemed to be for Buyers convenience.

9. **U.S. GOVERNMENT PROVISIONS.** (a) If required, Seller shall comply with Section 12 of the Federal Acquisition Regulations ("FAR") (Acquisition of Commercial Items), and all such regulations (including the regulations set forth in FAR 53.301) are hereby incorporated by reference into this Order. In the alternative, if a contract number is shown on the face hereof, the following special terms and conditions shall apply: (1) all applicable provisions of any contract between Buyer and the government prime contractor or subcontractor, and all statutes, regulations, orders or similar Government contracting provisions which by law or regulation are required to be made a part of the Order, are incorporated herein by reference, and shall be flowed down by Seller to any subcontractor, sub-supplier or sub-manufacturer being utilized by Seller. By accepting this Order, Seller assumes toward the government, prime contractor and subcontractor the same obligations toward Buyer that Buyer has assumed in the contract or subcontract with the government, prime contractor or subcontractor, and (2) any additional government contracting provisions of which Buyer has advised Seller shall be incorporated herein by reference.

(b) Buyer is an equal opportunity employer and federal contractor. To the extent applicable, the parties will comply with the following laws, which are incorporated herein by reference: 41 CFR 60-300.5(a), 41 CFR 60-1.4(a), and 41 CFR 60-741.5(a). These Regulations prohibit discrimination against qualified individuals based on their status as

protected veterans and individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require affirmative action by covered prime contractors and subcontractors to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they 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.

(c) Seller has been advised of the existence of the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. § 78 et seq.) and acknowledges that it is familiar with the terms of the FCPA and agrees to comply with its terms.

(d) Seller agrees to conduct a reasonable country of origin inquiry relating to "conflict minerals", as defined in Section 1502 of the Dodd-Frank Act and its implementing regulations and shall comply with Buyers requests for information about Sellers inquiry. Further, **Seller shall not acquire, for use in performance of this PO, any materials, supplies or services from a country, entity or person subject to applicable sanctions by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (see 31 C.F.R. Chapter V), including those entities and persons listed on OFAC's Specially Designated Nationals ("SDN") list, which can be found here: <https://sanctionslist.ofac.treas.gov/Home/SdnList>.**

10. **COMPLIANCE WITH BUYERS CODE OF CONDUCT.** Seller will comply with Buyers Business Code of Conduct and Ethics, a copy of which may be found at:

<https://www.sanmina.com/wp-content/uploads/2024/06/ENGLISH-CODE-OF-BUS-CONDUCT-ETHICS.pdf>. In particular, Seller shall not make or offer a gratuity or gift of any kind to Buyers employees or their families that could be viewed as relating to an actual or potential business relationship with Buyer. Gifts include entertainment, personal services, favors, discounts and other preferential treatment of any kind.

11. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL BUYER BE LIABLE TO SELLER OR A THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY (INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST OPPORTUNITY). IN NO EVENT SHALL BUYER'S LIABILITY FOR ANY PRODUCT ORDERED HEREUNDER EXCEED THE PURCHASE PRICE OF THE PRODUCT. NOTHING HEREIN SHALL BE CONSTRUED TO LIMIT THE LIABILITY OF SELLER UNDER THE ORDER.

12. **CONFIDENTIALITY.** Seller agrees to keep information provided by Buyer confidential in accordance with the terms and conditions of the nondisclosure agreement previously executed between the parties, or, in the event the parties have not previously executed a nondisclosure agreement, in accordance with the terms and conditions of Buyers standard Vendor Nondisclosure Agreement located at <http://www.sanmina.com/wp-content/uploads/2016/04/nda.pdf>. In addition, the parties agree that the prices at which Seller sells the Product to Buyer shall be kept strictly confidential.

13. **BUYER FURNISHED PROPERTY.** All products, tools, equipment and other materials furnished by Buyer for use in the performance of this Order ("Equipment") shall remain the property of the Buyer, shall be used by Seller solely in the performance of this Order, and shall be returned to Buyer within three (3) business days after completion or termination of this Order or of Buyers request. Seller shall maintain, with a reputable insurance company, sufficient insurance to cover the replacement cost of the Equipment, which policy shall name Buyer as an additional insured and loss payee. Upon request from Buyer, Seller shall provide evidence of such insurance.

14. **BUYERS PROTECTION FOR WORK PERFORMED AT ITS SITE.** Seller shall take all steps as may be reasonably necessary to prevent personal injury or property damage during any work hereunder that may be performed by any employees, agents or subcontractors of Seller at Buyers site (including, without limitation, installation of equipment), and Seller shall indemnify and hold harmless Buyer from and against Claims from any such employee, agent or subcontractor, and Seller shall maintain such insurance against public liability and property damage, and such employees liability and compensation insurance as will protect Buyer against the aforementioned risks and against any claims under any Workers Compensation and Occupational Safety and Health Acts and any other applicable labor, health and safety Laws. Sellers employees, agents, and subcontractors shall at all times conduct themselves in full compliance with Buyers safety and security regulations and shall immediately report to Buyer any accidents.

15. **PATENT LICENSE.** Seller, as consideration for this Order and without further cost to Buyer, hereby grants to Buyer (and, to the extent requested by Buyer, to the government) an irrevocable, non-exclusive, royalty-free license to use, have used, sell, have sold, manufacture, and cause to be manufactured products embodying any inventions and discoveries made, conceived, or actually reduced to practice in connection with the performance of this Order. All intellectual property contained in any services performed for Buyer shall belong to the Buyer, and (at Buyers request and expense), Seller agrees to carry out all formalities to legally vest ownership of all such intellectual property rights in Buyers name.

16. **MISCELLANEOUS**

(a) **Waiver.** No waiver of any breach of this Order or the terms and conditions thereof by Buyer shall be held to be a waiver of any other or a subsequent breach. All rights and remedies afforded Buyer in this Order shall be taken and construed as cumulative, that is, in addition to every other right and remedy provided under the Order or by law.

(b) **Assignments.** No right or obligation under this Order may be assigned by Seller without the prior written consent of Buyer, and any purported assignment without such consent will be void. Buyer may assign this Order at any time upon notice to Seller.

(c) **Independent Contractor.** The relationship of Buyer and Seller established by this purchase order is that of independent contractors and nothing herein shall constitute the parties as partner, joint venturers, co-owners or otherwise as participants in a common undertaking or allow either party to create any obligation on behalf of the other party.

(d) **Entire Agreement.** These Terms set forth the entire agreement between parties with respect to the subject matter hereof and supersedes all prior agreements and discussions between them. No modification or amendment hereof will be effective unless in writing and signed by a duly authorized representative of each party. Any terms and conditions set forth in any order confirmation or acknowledgment or any other documents shall be of no force or effect whatsoever.

(e) **Applicable Law.** If all of the parties to this Order have principle places of business in the United States, the state courts of Santa Clara County, California and the federal courts located in the Northern District of the State of California

shall have exclusive jurisdiction and venue to adjudicate any and all disputes arising out of or in connection with this Order. The parties consent to the exercise by such courts of personal jurisdiction over them and each party waives any objection it might otherwise have to venue, personal jurisdiction, inconvenience of forum, and any similar or related doctrine. If any of the parties to this Order has its principle place of business outside the United States, any and all disputes arising out of or in connection with this Order shall be decided by arbitration in San Jose, California pursuant to the International Arbitration Rules of the International Centre for Dispute Resolution. Arbitration may be compelled by the Santa Clara County Superior Court pursuant to the California Arbitration Act, and the parties consent to the personal jurisdiction of the Santa Clara County Superior Court to enforce this agreement to arbitrate. Any arbitration award hereunder must be (1) issued as a reasoned award or it will be of no force or effect and will be deemed an award in excess of the arbitrators jurisdiction, and (2) subject to plenary review on appeal to the same extent that review would be available if the award were rendered by the Santa Clara County Superior Court. This Order shall be construed in accordance with the substantive laws of the State of California (excluding its conflicts of laws principles). THE PROVISIONS OF THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS ORDER.

(f) End of Life. Seller shall provide Buyer with a written one hundred eighty (180) day notice of its intent to discontinue the sale of any Product in order that Buyer, at Buyers option, may make an end of life purchase.

(g) Attorneys Fees. The prevailing party shall be entitled to recover its costs and reasonable attorneys fees from the non-prevailing party in any action brought to enforce this Order.

(h) C-TPAT. Supplier represents that it (i) is currently U.S. Customs-Trade Partnership Against Terrorism ("C-TPAT") certified or (ii) shall make commercially reasonable efforts to work towards C-TPAT certification, or (iii) is in the process of obtaining C-TPAT certification.