

	Document no.	Purchasing Conditions Lam Research Cooperation	Revision Date
	TE_0095	TERMS AND CONDITIONS OF PURCHASE ORDER	12.03. 2025

TERMS AND CONDITIONS OF PURCHASE ORDER

Revision Date: March 12, 2025

The Purchase Order (“Order”) serves as the offer of, and is delivered by the Buyer which is a subsidiary of Lam Research Cooperation identified in the Order , (“Buyer”) to the Seller specified in the Order (“Seller”).

1. **ACCEPTANCE** – THESE TERMS AND CONDITIONS OF THE ORDER INCLUDE ALL BUYER DOCUMENTS REFERENCED HEREIN, WHICH ARE INCORPORATED BY REFERENCE. THE ORDER AND THESE TERMS AND CONDITIONS ARE THE EXCLUSIVE AND BINDING AGREEMENT BETWEEN THE PARTIES COVERING THE PURCHASE OR LICENSE OF THE DELIVERABLES ORDERED HEREIN, PROVIDED HOWEVER, IF THERE IS A CURRENT MASTER PURCHASING AGREEMENT BETWEEN THE PARTIES, THE MASTER PURCHASING AGREEMENT CONTROLS AND THE ORDER IS A RELEASE FOR THE PURCHASE OR LICENSE OF DELIVERABLES ORDERED HEREIN. THE ORDER MAY BE ACCEPTED BY ACKNOWLEDGMENT OR COMMENCEMENT OF PERFORMANCE. AS AN OFFER, THE ORDER EXPRESSLY LIMITS ACCEPTANCE TO THESE TERMS AND CONDITIONS OF THE ORDER AND, IF APPLICABLE, THE TERMS OF THE MASTER PURCHASING AGREEMENT. BUYER REJECTS ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER BY QUOTATION, ACKNOWLEDGEMENT OR OTHERWISE, WHETHER PREVIOUS, CONCURRENT OR SUBSEQUENT TO THE ORDER. PAYMENT FOR, OR ACCEPTANCE OF DELIVERABLES UNDER THE ORDER SHALL NOT BE DEEMED AN ACCEPTANCE OF SELLER’S TERMS AND CONDITIONS. IF THE ORDER IS CONSTRUED AS AN ACCEPTANCE OF SELLER’S OFFER, THIS ACCEPTANCE IS EXPRESSLY CONDITIONED ON SELLER’S ASSENT TO ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED IN THE ORDER AND THESE TERMS AND CONDITIONS. NO CHANGE, MODIFICATION, OR REVISION OF THE ORDER SHALL BE EFFECTIVE, UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER.
2. **DEFINITIONS** – “Confidential Information” means specifications, drawings, samples, and other Data furnished by Buyer; Buyer’s software; all information on Buyer’s method of doing business, including its customers, any pricing, quantity, Order content, Deliverables, delivery/shipping location, and business plans, technology and product roadmaps; all tools, dies, molds, jigs, fixtures, patterns, machinery, special test equipment, special taps, bills of materials, processes of record and gauges which have been furnished, paid for, or charged against Buyer, or which have had the cost amortized; and, all information marked “confidential”, “secret”, “restricted” or “proprietary” or, in the event no marking exists, would reasonably be treated as confidential based on the nature of its contents. “Data” means a set of values of subjects with respect to qualitative or quantitative variables

including, but not limited to, individual facts, statistics, or items of information whether measured or otherwise produced by human beings, computers, or other tools.

“Deliverables” means the goods, Services, software, information and data, Technology, legal rights, and other tangible and intangible items identified in the Order, or actually provided by Seller to Buyer under the Order. “Direct Supply Deliverables” means any Deliverables intended either for, resale in connection with the sale of Buyer products, integration into Buyer products or use or sale as replacement or spare parts. “Indirect Supply Deliverables” means all other Deliverables. “Intellectual Property Rights” means any and all past, present, and future rights to Technology that may exist or be created under the laws of any jurisdiction in the world, including but not limited to: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, industrial rights, and mask work rights; (b) trade secret rights; (c) patent rights; (d) other proprietary rights in know-how and Confidential Information; (e) the rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to above; (f) trademarks; and (g) the right to sue for past, present, or future damages related to any of the rights referred to in clauses (a) through (f). “Buyer Data” means any Data, and any copies generated or derived (a) by or through Buyer owned or Buyer-specified equipment or software or from Buyer’s specifications, regardless of the location of such equipment or software, or the party generating the Data, or (b) as a result of performance creating Deliverables, whether through Seller’s or Buyer’s individual or collaborative efforts. “Services” means any services, or the performance of any actions, to be provided by Seller or its agents to Buyer pursuant to the Order. “Technology” means, without limitation, any idea, design, concept, creation, invention, technique, information, Data, expression, device, method, process, discovery, modification, improvement, works of authorship, developments, in tangible or intangible form, documentation, results, formula, enhancement, specifications, business plans, and other proprietary information or know-how, regardless of whether protection is available or sought under Intellectual Property Rights or other laws.

3. **PAYMENT TERMS** – Unless specified otherwise in the Order, Seller will submit invoices to Buyer, and Buyer will pay invoices pursuant to this Section 3.
 - a. **PRICING.** Buyer shall pay Seller price stated on the face of the Order. Seller represents that prices charged for Deliverables provided under the Order are no higher than the prices Seller charges other customers for similar quantities of substantially similar Deliverables on comparable terms. At Buyer’s option, Seller shall provide a refund or credit for any excess amount charged to Buyer. Unless otherwise agreed in writing by Buyer, special dies, tools, patterns, equipment, and drawings used in the manufacture of the Deliverables shall be furnished by and at the expense of Seller. Buyer may, at its option, reimburse Seller for the cost of any special dies, tools, patterns, equipment, and/or drawings and become the owner and be entitled to possession thereof.
 - b. **INVOICES.** Invoices shall contain the following information: Order number, item number, description of items, sizes, quantities, unit prices, extended totals, Bill of Lading

or express receipt tracking information, and any other information specified elsewhere herein. In the event any subcontractor of, or material supplier to, Seller has the right to file a lien on Buyer's premises, Seller shall include with the invoice, pursuant to proper statutory form, conditional lien releases for the current Deliverables and unconditional lien releases for prior payments made, releasing all lien rights for all labor and materials furnished through the date to which the progress or final payment applies with respect to which payment is sought, and such releases must be signed by Seller and the subcontractors, and material suppliers who have performed or furnished materials for the Deliverables.

- c. **ELECTRONIC INVOICES.** Buyer may require Seller to submit invoices via an electronic accounts payable portal hosted by a third party designated by Buyer.
- d. **PAYMENT.** Payment of an invoice shall not constitute acceptance of the Deliverables, and shall be subject to adjustment for errors, shortages, defects in the Deliverables, or other failure of Seller to meet the requirements of the Order. Buyer may, at any time, set off any amount owed by Buyer to Seller against any amount owed by Seller, or any of its affiliated companies to Buyer. Buyer will pay Seller within sixty (60) days of receipt of an undisputed invoice, or actual acceptance of the conforming Deliverables, whichever is later. Seller agrees that Buyer will not be responsible, or liable, to pay any amounts to Seller if Buyer previously issued payment in good faith in reliance on instructions Buyer reasonably believed to be issued by Seller. Buyer and Seller shall each bear its banking fees related to this Order. Buyer may withhold from payment any fees Buyer pays on behalf of Seller. If Buyer prepaid any portion of amounts due under this Order, Seller will hold such prepayment in trust for Buyer in a segregated account and shall only release prepayment to Seller in the amount required to address a payment due from Buyer, and only in such amount to satisfy the payment due. Buyer shall have the right to audit all relevant records upon reasonable advance notice.
- e. **DISCOUNTS.** If Buyer pays Seller within ten (10) days of invoice or delivery, Buyer may deduct two percent (2%) from the applicable invoice amount. Time in connection with any discount offered will be computed from either (i) the scheduled delivery date, (ii) the date of actual delivery, or (iii) the date an acceptable invoice is received, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of sending Buyer's payment.
- f. **TAXES.** Prices set forth in the Order shall include all applicable federal, state, foreign, and local taxes, tariffs, and duties applicable in any jurisdiction. All such taxes shall be stated separately on Seller's invoice. Any increases in applicable taxes and other similar charges will not be paid or borne by Buyer unless agreed to in advance in writing by Buyer.
- g. **DELIVERY DATES, OVER SHIPMENTS, UNDER SHIPMENTS.** Buyer will only pay for the quantities ordered. Over shipments, including full and partial early shipments of Direct Supply Deliverables, and shipments of cancelled or rescheduled Direct Supply

Deliverables, will be held at Seller's risk and expense for a reasonable time awaiting shipping instructions. Return shipping charges for excess quantities will be at Seller's expense. Seller shall be liable to Buyer and shall promptly compensate Buyer for all reasonable expenses Buyer incurs in storing and shipping of any over shipments. Seller shall not make early, partial or incomplete delivery unless Buyer has given prior written consent. Buyer may, at its option, return under shipments to Seller at Seller's expense or retain them except acceptance is not deemed to occur until correct quantity is received.

- h. SHIPMENT COSTS. Unless otherwise specified, when the price of the Order is based on the weight of the ordered Deliverables, such price is to cover net weight of material ordered only, and Buyer will not be charged for boxing, crating, handling damage, carting, drayage, storage, or other packing requirements.
 - i. SECURITY INTEREST. Seller grants to Buyer a continuing security interest in the Deliverables, whether or not completed, and in all inventory and work in process that are identifiable to the Order, but only to the extent Seller has received Buyer's payment, or components or materials obtained by or through Buyer or Buyer's suppliers or contractors. Seller grants to Buyer the power of attorney for the purpose of evidencing or perfecting Buyer's security interest in such Deliverables.
 - j. Buyer is not liable for any outstanding payments not invoiced or reported by Seller to Buyer for over three (3) months after the date Deliverables were provided by Seller and Seller was first entitled to invoice Buyer. Seller has the responsibility to notify and submit complete and accurate invoices to Buyer on a timely basis and within thirty (30) days after discovery of any outstanding payment due by Buyer in any given quarter. If Seller does not invoice Buyer pursuant to the timeline above, Seller waives all rights to receive payment from Buyer.
4. PACKING AND SHIPMENT – Unless otherwise specified, all Deliverables shall be packed, packaged, marked, and otherwise prepared for shipment in a manner which is (a) in accordance with good commercial practice, (b) acceptable to common carriers for shipment at the lowest rate for the particular Deliverables and in accordance with any and all regulations, and (c) adequate to ensure safe arrival of the Deliverables at the named destination. Seller shall remain responsible for all damage and loss to Deliverables prior to receipt and inspection by Buyer. Seller shall mark all containers with necessary lifting, handling, and shipping information, including the Order number(s), date of shipment, and names of the consignee and consignor. An itemized packaging sheet must accompany each shipment.
5. INCOTERMS, TITLE TO DELIVERABLES – Unless otherwise agreed to in the master purchasing agreement or on the face of the Order, Seller shall provide the Deliverables under the Order to Buyer on an FCA or DAP Buyer's named place basis as defined by the International Chamber of Commerce terms ("Incoterms") in effect on the date of the Order. Title to Deliverables remains with Seller until the time of Buyer's acceptance at Buyer's named place. If the Incoterms in the master purchasing agreement and the face of the Order are in

conflict, the face of the Order will control this Order. Seller shall bear all risks of loss, damage, or destruction to either (a) the Deliverables until final acceptance by Buyer at Buyer's designated destination and (b) any Deliverables rejected by Buyer except Buyer shall be responsible for any loss to the extent directly and solely caused by the gross negligence of Buyer's employees acting within the scope of their employment.

6. WARRANTY – Seller represents and warrants the following:

- a. All Deliverables, and any Deliverables remediated under this warranty, including all components and raw materials incorporated into the Deliverables, shall:
 - i. be free from defects in workmanship, material, and manufacture and will conform to proper fit, form, function, and performance for a period no less than twenty-four (24) months from the date of Buyer's acceptance;
 - ii. comply with and conform to (A) the requirements of the Order, (B) any drawings or specifications furnished by Seller, (C) any samples furnished by Seller, (D) documentation and specifications published by Seller, and (E) any response by Seller to a request for proposal or similar inquiry by Buyer;
 - iii. be new and not counterfeit;
 - iv. where design is Seller's responsibility, be free from defects in design; and
 - v. be of merchantable quality, and conform to the requirements of Buyer's Supplier Quality Standard, and shall be fit and suitable for the purposes intended by Buyer.
- b. All Services shall be provided at the highest professional standards and will furnish all skills, labor, supervision, equipment, goods, materials, supplies, transport, and storage required for the Services.
- c. If any Deliverables provided by Seller do not meet the warranties specified in the Order or otherwise applicable, Buyer may, at its option: (i) require Seller to correct, repair, or replace, at no cost to Buyer, any defective or non-conforming Deliverables or reperform Services; (ii) return such defective or non-conforming Deliverables, at Seller's expense, to Seller and recover from Seller the Order price and the expense of shipment; (iii) correct the defective or non-conforming Deliverables itself and charge Seller for the cost of such correction; (iv) if Seller fails to timely repair or replace the defective or non-conforming Deliverables, procure the same or similar Deliverables from a third party and recover from Seller the Order price and any additional costs and expenses incurred by Buyer; or (v) require an appropriate reduction of the Order price. Any costs needed to remedy a warranty case pursuant to this Section 6, including transportation and any other expenses, shall be borne entirely by Seller.
- d. Seller's warranties set forth in this Section 6 shall apply regardless of Buyer's approval of Seller's material or design. Buyer's waiver of any requirement or specification for one or

more of the Deliverables does not waive Buyer's drawings or specifications requirements for any other remaining Deliverables, unless so stated by Buyer in writing. The provisions of this subsection shall not limit or affect the rights of Buyer set forth in Section 8 ("INSPECTION") herein.

- e. The foregoing remedies are in addition to all other remedies at law, or in equity, or under the Order and shall not be deemed exclusive. Seller shall defend Buyer and indemnify it against any claims or liabilities arising out of or related to a breach of warranty, even if such claim is unsubstantiated. The foregoing warranties are in addition to all other warranties, whether expressed or implied, and shall survive any inspection, acceptance, and payment by Buyer. All warranties shall flow to, benefit and be enforceable by Buyer and its customers.

7. SELLER PERSONNEL IN CONNECTION WITH SERVICES –

- a. In performing any Services, Seller will only use Seller personnel or Buyer approved subcontractors that are properly permitted, qualified, suitably trained, competent, skilled, and experienced in accordance with industry standards. Seller will verify all relevant qualifications and experience of Seller personnel/subcontractors, including all requirements of applicable laws and the Order.
- b. Where required by Buyer, Seller will, at its own expense, perform security background checks and obtain entry credentials for Seller personnel/subcontractors on Buyer worksites. Seller is solely responsible for Seller personnel/subcontractors used in connection with any Services, including the direction, transport, payment, board, lodging, and permits which may be required.
- c. Seller will defend and indemnify Buyer against liabilities resulting from Seller's failure to pay, or timely and fully pay, any salary or other remunerations to Seller personnel, contractors, or subcontractors.
- d. Where Seller is required to process personal data on behalf of Buyer to perform any Services, Seller agrees to comply with any applicable laws and shall enter into a current data protection agreement.
- e. Seller is responsible for any Services performed by, and all activities, omissions, and defaults of, Seller's personnel and any contractors and subcontractor as if such performance, activities, omissions, or defaults were that of Seller.
- f. Seller agrees to defend and indemnify Buyer, and its affiliates, against liabilities arising from Seller's use of subcontractors in the performance of the Services.

8. INSPECTION – Seller agrees to test and inspect all Deliverables to ensure Deliverables comply with the warranty requirements herein before delivering such items to Buyer.

- a. To the extent practicable, Buyer may, at any time and location, inspect and test any and all Deliverables purchased under the Order during the period of manufacture and final acceptance. Buyer shall not forfeit its rights to make warranty or other claims for deficient Deliverables if Buyer does not inspect the Deliverables. In such cases Buyer will notify Seller about any deficiencies within a reasonable period after any defect or deficiency has been discovered by Buyer. If inspection or test is made by Buyer on Seller's premises, Seller, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of Buyer's personnel. No inspection or test by Buyer or Seller shall relieve Seller from responsibility for defects, warranty issues, or other failure to meet the requirements of the Order.
- b. If Buyer discovers that any Deliverable is defective - in material, quantity, workmanship, or otherwise not in conformity with the requirements of the Order at the time of inspection, Buyer shall have the right to reject the defective Deliverable, request Seller's prompt correction, or accept the defective Deliverable with a reduction in price. Any Deliverable that Buyer has rejected or requested correction pursuant to this provision will be promptly replaced with a new, conforming Deliverable, or reperformed (in the case of Services), at Seller's expense. If, after being requested by Buyer, Seller fails to promptly reperform/replace any defective or incomplete Deliverable within the delivery schedule, in addition to all other rights and remedies Buyer may have by contract or otherwise, Buyer may, at its option, (i) replace or correct such Deliverable and recover from Seller any Order price paid and any additional costs incurred by Buyer for securing or correcting such Deliverable, or (ii) require an appropriate reduction in the Order price. Notwithstanding the foregoing, Buyer may also terminate the Order for default in accordance with Section 10 ("TERMINATION FOR DEFAULT").
- c. Notwithstanding any prior inspections or payments by Buyer, all Deliverables may also be subject to final inspection and acceptance within a reasonable time after delivery. Seller shall provide and maintain an inspection system which is acceptable to Buyer. Records of all inspection work shall be kept complete, and available to Buyer during the performance of the Order, and for such further period as Buyer may determine.

9. CHANGES –

- a. Buyer may, at any time by written notice to Seller effective immediately, suspend performance of the Order, increase or decrease the ordered quantities, or make changes within the general scope of the Order in any one or more of the following: (i) applicable drawings, designs, or specifications; (ii) method of shipment or packing; (iii) scope of Services; (iv) place of delivery; and/or (v) delivery schedule. If any such change causes an increase or decrease in the cost of the Deliverables or time required for performance of the Order, Seller shall make an equitable adjustment in the Order price, delivery schedule, or both, and the Order shall be modified in writing accordingly. No claim by Seller for adjustment of the Order shall be valid unless asserted within twenty (20) days after the date Buyer sends its notification of change; provided, however, that

this period may be extended upon the written approval of Buyer. All claims for additional charges must be substantiated by Seller with evidence, in form and substance reasonably satisfactory to Buyer, demonstrating Buyer's requested change(s) actually increases Seller's costs for providing the Deliverables. Notwithstanding the foregoing, nothing in this provision shall excuse Seller from proceeding with the Order as changed or amended.

- b. Seller agrees that it will not make any changes, whether to its process, method, or manufacturing, during the term of Seller's performance under the Order without Buyer's express consent if specified by Buyer change control requirements. Seller further agrees that any contemplated changes in its process, method, or manufacturing will be submitted to Buyer in sufficient time to give Buyer a reasonable opportunity to evaluate and consent to such changes.

10. TERMINATION FOR DEFAULT –

- a. Time is of the essence under the Order. Buyer may, by written notice, terminate the Order, in whole or in part, if Seller fails to (i) provide or perform the Deliverables within the time specified in the Order or any extension thereof by written change to the Order or amendment, (ii) replace or correct defective Deliverables in accordance with Sections 6 and 8 ("WARRANTY" and "INSPECTION," respectively), (iii) perform any of the other provisions of the Order, or (iv) make progress, endangering performance in accordance with the Order. In the event of a material or repeated default by Seller with respect to the Order or any other order placed by Buyer with Seller, in addition to other rights and remedies, Buyer shall be entitled to terminate the Order and any or all other orders placed with Seller.
- b. In the event of termination pursuant to this Section 10, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, Deliverables similar to those terminated, and Seller shall be liable to Buyer for any damages, additional costs and expenses incurred by Buyer, provided Seller shall continue the performance of the remaining portions of the Order.
- c. If the Order is terminated pursuant to subsection 10.a above, Buyer, in addition to any other rights provided herein, may require Seller to transfer title and deliver to Buyer, in the manner and to extent directed by Buyer, any completed and/or partially completed Deliverables and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights as Seller has produced or acquired for the performance of the terminated part, and Seller shall, upon direction of Buyer, protect and preserve property, as listed in this subsection, in the possession of Seller. Payment for completed Deliverables delivered to and accepted by Buyer shall be in an amount agreed upon by Seller and Buyer (not to exceed the contract price); however, Seller's obligation to carry out Buyer's direction as to delivery, protection, and preservation shall not be contingent upon prior agreement as to such amount.

- d. Buyer's rights and remedies under the Order shall be cumulative and are in addition to any other rights and remedies provided by law (or equity). Failure by Buyer to exercise any right or remedy shall not affect any such right or remedy and no action taken or omitted by Buyer shall be deemed a waiver of any such right or remedy. Seller shall provide written notice as soon as possible, to Buyer of any dispute or claim, and unless prohibited by applicable law, Seller agrees that any claim or lawsuit relating to the Order must be filed no more than twelve (12) months after the date of on which the loss or damage occurred.
- e. Upon Buyer's request, Seller shall provide to Buyer information, including supporting documents All such claims for additional charges must be substantiated by Seller with evidence, in form and substance reasonably satisfactory to Buyer, demonstrating Buyer's requested change(s) actually increases Seller's costs for providing the Deliverables.

11. TERMINATION FOR CONVENIENCE –

- a. Buyer, in its sole discretion, may terminate or suspend performance of work under the Order, in whole or in part, at any time by written notice to Seller effective immediately. Upon receipt of such notice from Buyer, and to the extent specified by Buyer, Seller shall stop all work on the Order, place no further orders, settle all claims associated with the Order after obtaining Buyer's approval (which shall in no event exceed the Order price stated under the Order), 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, or other things held or acquired by Seller in connection with the terminated portion of the Order. Seller shall proceed promptly to comply with Buyer's directions respecting each of the foregoing without awaiting settlement of payment of its termination claim.
- b. Within thirty (30) days after Buyer's termination for convenience, or a termination by Seller due to Buyer's uncured default, Seller shall submit to Buyer its written claim for termination charges, in the form and with the certifications prescribed by Buyer. Seller understands and agrees that no profit shall be allowed if it appears Seller would have sustained a loss on the Order. Failure to submit such claim within such thirty (30) days shall constitute a waiver of all claims and a release of all Buyer's liability arising out of any such termination.
- c. Payments made by Buyer under this Section 10.e, if any, shall not exceed the aggregate price specified in the Order, less payments already made. Any amounts payable to Seller under this Section 10.e shall exclude all amounts relating to non-conforming Deliverables, or property lost, damaged, stolen, or destroyed prior to delivery to Buyer.
- d. Where the Order is for Direct Supply Deliverables, Seller shall include this provision in substantially the same form in its orders and subcontracts with its suppliers and subcontractors whose goods and services are relevant to the Order.

12. **OBSOLESCENCE** – Seller will give Buyer at least twelve (12) months prior written notice of any potential or planned discontinuation or obsolescence of goods, materials, products, or parts ordered as Deliverables (“Discontinued Products”) and will make such Discontinued Products available to Buyer for twelve (12) months after the notification date. Such written notice must be in the form of a Problem Report, or other Buyer-approved format, delivered to Buyer, and include a viable alternative equivalent to each Discontinued Product identified by Seller that is suitable to fully replace the Discontinued Product in all material respects, including, but not limited to, fit, form, function, performance, quality, and price. At any time prior to the end of the twelve (12) month period, Buyer will have the option to place a final Order for such Discontinued Product for delivery after the notice, and such delivery may take place after the end of the twelve (12) month period. Such Discontinued Product will be subject to the terms of the Order.
13. **WAIVER** – Buyer’s failure to enforce, at any time, any provision of the Order or to exercise any election or option provided herein, or to require performance at any time by Seller under the provisions hereof, shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of the Order, or any part thereof, or the right of Buyer thereafter to enforce each and every such right or provision. Acceptance, payment, inspection or failure to inspect, or approval of Seller’s Deliverables by Buyer shall not excuse Seller from any obligation or warranty under the Order, even if a defect, non-conformity, or other deficiency could or should have been observed or detected. Buyer’s waiver of any drawing or specification required for one or more or a portion of the Deliverables, shall not constitute a waiver of such requirements for the remaining Deliverables.
14. **INSOLVENCY**. Supplier’s insolvency or adjudication of bankruptcy, the filing of a voluntary petition in bankruptcy, or the filing of an involuntary petition that is not dismissed within ninety (90) days, or the making of an assignment for the benefit of creditors, by either party, shall be material breach hereof.
15. **LIMITATION OF LIABILITY** – IN NO EVENT SHALL BUYER BE LIABLE TO SELLER, ITS AGENTS, SUCCESSORS, OR ASSIGNS, FOR ANY ANTICIPATORY PROFITS, CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WITH RESPECT TO ANY CLAIM ARISING FROM OR RELATED TO THE ORDER, THE DELIVERABLES OF THE ORDER, AND/OR THE TRANSACTIONS CONTEMPLATED HEREIN, HOWEVER CAUSED AND REGARDLESS OF LEGAL THEORY, DIRECTLY OR INDIRECTLY ARISING FROM THE ORDER WHETHER SUCH ALLEGED DAMAGES ARE LABELED IN TORT, CONTRACT, OR INDEMNITY, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM TOTAL LIABILITY OF BUYER UNDER THE ORDER WILL NOT EXCEED THE ORDER PRICE FOR THE DELIVERABLE PURCHASED UNDER THE ORDER TRIGGERING ANY CLAIM.
16. **ROYALTIES, AND ENCUMBRANCES** – All Deliverables must be free from liability of royalties, third-party Intellectual Property Rights, and mechanics liens or other encumbrances, and Seller agrees to defend, indemnify, and hold harmless Buyer from and against all claims, demands, losses, damages, penalties, liabilities, costs (including attorneys’ fees), and

actions for alleged infringements of Intellectual Property Rights in the making, use, sale, offer for sale, exportation or importation of the Deliverables.

17. BUYER'S PROTECTION IN CONNECTION WITH WORK DONE AT ITS FACILITIES – Seller shall take steps reasonably necessary to prevent personal injury or property damage arising from or related to the Order that may be performed by any employees, agents, or subcontractors of Seller at Buyer's facilities. Seller shall follow, and cause its employees, agents, contractors, and vendors to follow, all Buyer policies and procedures for environmental health & safety, compliance, and protection of Intellectual Property at all times while performing services at Buyer's facilities. Seller shall defend, indemnify, and hold harmless Buyer, its officers, agents, directors, and employees from and against all losses, liabilities, claims, and damages arising from or caused directly or indirectly by any act or omission of such employees or agents of Seller, and from any claims brought by Seller's employees and subcontractors arising from their performance of the Order. Seller shall at, all times, carry and maintain insurance, including, but not limited to, Workmen's Compensation and occupational Disease Acts and Employee's Liability and Compensation Insurance, necessary to protect Buyer against the above risks and claims.
18. COMPLIANCE WITH LAWS AND REGULATIONS, INDUSTRY STANDARDS, AND BUYER POLICIES AND PROCEDURES; AUDIT RIGHTS.
 - a. Seller represents and warrants its continued compliance with any and all local, state, federal, and foreign laws, orders, directives, policies, rules, and regulations applicable to the Deliverables or attributable to Seller's performance of its obligations under this Order, including, but not limited to: (a) laws requiring equal opportunity and affirmative action; (b) applicable provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act; and (c) laws relating to the processing of personal data, data privacy, and security, including, but not limited to, Regulation 2016/679 of the European Parliament of the Counsel of 47 April 2016 on the protection of personal data processing, as such laws or regulations may be amended. Seller shall maintain and, upon Buyer's request, promptly provide accurate, complete, and timely books, records, information, documentation, certification, and reasonable access and assistance as Buyer requests to assist Buyer in complying or verifying Supplier's compliance with this provision. Without limiting the foregoing, Seller shall: (i) disclose whether the Deliverables contain any conflict minerals as defined under Section 1502 of the U.S. Dodd-Frank Act and its implementing regulations (collectively the "Conflict Minerals Law") that are necessary to the production or functionality of the Deliverables ("Conflict Minerals"), and (ii) if the Deliverables contain any Conflict Minerals, provide information Buyer requests to allow Buyer to determine whether those Conflict Minerals are "DRC conflict-free" as defined in the Conflict Minerals Law, including information on Conflict Mineral smelters in the relevant supply chains.
 - b. Seller shall, and shall ensure that its employees, agents, subcontractors, and suppliers:
 - (a) comply with all applicable laws and regulations relating to anti-bribery and

corruption including but not limited to the Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010; (b) comply with Buyer's Supplier Code of Conduct ("Buyer Supplier Code"), which incorporates provisions of the Responsible Business Alliance® Code of Conduct; (c) maintain accurate books and records related to Seller's compliance with the requirements of this Section and the Buyer Supplier Code for not less than three (3) years following the completion of its performance under the Order; (d) promptly report any violations or suspected violations of applicable anti-bribery or corruption laws to Buyer; (e) reasonably cooperate and promptly provide such accurate, complete and timely information, documentation, certification and reasonable access and assistance as Buyer may request; and (f) upon Buyer's reasonable request any time prior to the third anniversary of Seller's completion of its performance under the Order, permit Buyer to inspect Seller's books and records and furnish information to Buyer as reasonably required for Buyer to confirm Seller's compliance with this provision .

- c. Each Party shall comply with all applicable import and export laws and restrictions, including the United States Export Administration regulations. Without limiting the foregoing, Seller shall not, except as authorized under all applicable import and export control laws and regulations, import, export, or re-export any Buyer Technology, or import or export the direct product of Buyer Technology, to any person, entity, or destination that is restricted, sanctioned, or embargoed under any such import or export control laws and regulations.
- d. Seller shall comply with Buyer Policies and Procedures, including changes Buyer makes to them from time to time. If any change causes a material impact on Seller's performance under this Order, Seller may submit a claim and the Parties will negotiate compensation or alternate approaches to performance, if feasible. Buyer must receive a written notice of claim within five (5) calendar days and a detailed itemized claim within fifteen (15) calendar days from the date of receipt by Seller of the written change order and supporting documentation or within such further time as the Parties may agree in writing, or such claim shall be deemed waived by Seller.

19. **GOVERNMENT CONTRACTS** – In the event Deliverables are subject to a government contract or if the Order bears a government contract number on the face of the Order, Seller shall comply with all provisions of said government contract, Executive Orders, regulations, and directives, to the extent that they apply, including, but not limited to, the applicable provisions of the Federal Acquisition Regulations and any amendments or supplements enacted thereto, and all such pertinent contract provisions, orders, regulations, and directives are incorporated by reference into the Order. A copy of the government contract's terms and conditions will be given to Seller upon request.

20. **NON-DISCLOSURE OF CONFIDENTIAL INFORMATION** – Seller shall not quote for sale, or otherwise provide to third parties, without Buyer's prior written consent, any Deliverables that embody or incorporate, in any manner, Buyer Technology, and/or Buyer Data, or provided by Seller pursuant to Buyer's specifications or drawings. Seller agrees that all

Confidential Information shall remain Buyer's property, shall not be disclosed, shall only be used for purposes of Seller's performance under the Order and, upon Buyer's request, will promptly be returned in good condition, normal wear and tear excepted, by Seller to Buyer. Where Buyer and Seller have entered a nondisclosure agreement, the terms of that agreement are hereby incorporated by reference and shall apply to the parties' Confidential Information disclosed under this Order (even if the confidentiality agreement itself expires prior to the completion of this Order). This Order and its contents are Buyer Confidential Information. Any publicity regarding the Order (including pictures, descriptions, or samples thereof) is prohibited except with Buyer's prior written approval.

21. **INTELLECTUAL PROPERTY RIGHTS** – In the course of its performance under the Order, Seller may conceive or reduce to practice Technology. All such Technology, whether registered or not, and including Intellectual Property Rights in and to such Technology, shall be the exclusive property of Buyer from the date of inception, will vest in Buyer, and will be transferred into Buyer's sole ownership without any further payment becoming due, except for Intellectual Property Rights that Seller has generated before or independently from this Order. Seller hereby assigns, agrees to assign, and shall cause to be assigned, to Buyer all right, title, and interest to the Technology, and all Intellectual Property Rights therein or associated therewith or arising therefrom and shall do everything necessary to perfect such rights and to protect Buyer's interest therein. Furthermore, Seller agrees that all Deliverables and Technology shall be deemed Buyer Confidential Information and shall not be disclosed to any third party nor used to produce or supply substantially similar products or Deliverables to third parties, unless otherwise expressly agreed by Buyer in writing.
22. **LICENSE** – Seller, as part of the consideration for the Order and without further cost to Buyer, grants to Buyer and Buyer's customers, contractors, and agents, as well as those authorized to include Seller's content in their work product, an irrevocable, non-exclusive, royalty-free right and license, under all of Seller's Intellectual Property Rights therein, to make and have made, use, sell, offer for sale, and import, distribute, modify, reproduce, make copies, distribute, publicly perform, publish, publicly display, create derivative works of, improve, support, service and otherwise exploit the Deliverables and all inventions and discoveries made, conceived, or actually reduced to practice in connection with the performance of the Order. If Seller becomes insolvent, breaches its obligations under the Order, or otherwise fails to timely repair and/or replace defective or non-conforming Deliverables, in addition to the above license, Seller grants Buyer the right and license, with the right to sublicense, under all of Seller's Intellectual Property Rights therein, to make, have made, use, sell, offer for sale, or import distribute, modify, reproduce, make copies, distribute, publicly perform, publish, publicly display, create derivative works of, improve, support, and service, and otherwise exploit the Deliverables, at no additional cost to Buyer. Any unpatented knowledge or information concerning Seller's products, methods, or processes which Seller discloses to Buyer incident to the Order shall, unless otherwise specifically agreed in writing, be deemed to have been disclosed as a part of the consideration for the Order and Seller agrees not to assert any claim by reason of use thereof.

23. APPLICABLE LAW – If this Order is for Direct Supply Deliverables, (i) the law of the State of California, USA, applies, without regard to any of its conflict-of-law rules that would result in the application of the law of another jurisdiction, to any dispute, controversy, or claim arising out of, relating to, or in connection with the Order, including its interpretation, construction, performance, and enforcement (“Dispute”); (ii) Buyer and Seller expressly agree that the Order will not be subject to or governed by the Convention on Contracts for the International Sale of Goods; and (iii) all Disputes shall be litigated in Santa Clara County, California and the Seller waives any objections based on venue or forum non conveniens. If this order is for other Deliverables, the following provisions shall apply (i) Buyer and Seller expressly agree that the Order will not be subject to or governed by the Convention on Contracts for the International Sale of Goods; (ii) all proceedings, including associated documents, shall be conducted in English; and:
- a. Where both Buyer entity placing the Order and the Seller are located in India, Japan, the People’s Republic of China (“PRC”), Malaysia, Singapore, the Republic of Korea (“South Korea”), or Taiwan, all Disputes will be governed by the laws of the jurisdiction in which both Buyer and Seller are located, and the mode of Dispute resolution shall be as follows:
 - i. Where both parties are located in India, the parties agree that all Disputes shall be referred to binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. The venue for the arbitration shall be Bangalore.
 - ii. Where both parties are located in Japan, the parties consent to the exclusive jurisdiction and venue of the Tokyo District court.
 - iii. Where both parties are located in the People’s Republic of China (PRC), the parties agree that all Disputes shall be submitted to Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Center (“SHIAC”) for arbitration.
 - iv. Where both parties are located in Malaysia, the parties agree that all Disputes shall be resolved by arbitration administered by the Asian International Arbitration Centre (“AIAC”) in Kuala Lumpur, Malaysia in accordance with the AIAC Arbitration Rules then in force, which rules are deemed to be incorporated by reference in this subsection. The seat of the arbitration shall be Kuala Lumpur, Malaysia. The arbitration panel shall consist of three (3) arbitrators.
 - v. Where both parties are located in Singapore, the parties agree that all Disputes shall be resolved by arbitration administered in Singapore by the Singapore International Arbitration Centre (“SIAC”) in accordance with its Arbitration Rules (“SIAC Rules”) then in force, which rules are deemed to be incorporated by reference in this subsection. The seat of the arbitration shall be Singapore. The Tribunal shall consist of three (3) arbitrators.

- vi. Where both parties are located in Taiwan, the parties agree that all Disputes shall be governed by the laws of Republic of China (ROC), Taiwan, and the parties consent to the exclusive jurisdiction and venue of the District Court of Taipei.
 - vii. Where both parties are located in South Korea, the parties consent to the exclusive jurisdiction and venue of the Seoul Central District Court.
 - b. Except as otherwise provided in subsection (a) above, for Orders from a Buyer entity located in Asia, to a Seller located in Asia, but in a jurisdiction different from Buyer, all Disputes shall be governed by the laws of Singapore, without regard to its conflict-of-law rules that would result in the application of the laws of another jurisdiction, except that the Contracts (rights of Third Parties) Act 1999, Cap 53(B) shall not apply. All Disputes shall be resolved by arbitration administered by the SIAC in accordance with the SIAC Rules for the time being in force, which rules are deemed to be incorporated by reference in this subsection. The seat of the arbitration shall be Singapore. The Tribunal shall consist of three (3) arbitrators.
 - c. For Orders where Buyer and Seller are located in Austria, the parties agree that all Disputes shall be referred to binding arbitration in accordance with the Vienna International Arbitral Centre. The venue for the arbitration shall be Vienna.
 - d. For Orders where Buyer is located in the United Kingdom, Europe (except in Austria and Switzerland), or Israel, all Disputes shall be governed by the laws of England and Wales, without regard to its conflict-of-law rules that would result in the application of the laws of another jurisdiction, except that the Contracts (Rights of Third Parties) Act 1999 shall not apply. The parties consent to the exclusive jurisdiction and venue of the courts of London, England.
 - e. For Orders from Buyer located in the United States, Switzerland, or any location, or any scenario not listed above in subsections (a) to (d), all Disputes shall be governed by the laws of the State of California, without regard to any of its conflict-of-law rules that would result in the application of the laws of another jurisdiction, and shall be litigated in Santa Clara County, California. The parties further waive any objections based on venue or forum non conveniens.
 - f. Notwithstanding any general compliance with laws provision pertaining to Malaysia laws, regulations, requirements, or administrative practices, nothing in the entire agreement shall be construed to require Buyer to take any action, or to impose on Buyer any obligation or requirement, that is inconsistent with the laws of the United States.
24. INDEMNIFICATION – Seller agrees to defend, indemnify, and hold harmless Buyer and its Affiliates, and its and their respective officers, directors, employees, agents, customers, successors and assigns (“Buyer Indemnitees”) from and against any and all liabilities, claims, damages, fines, penalties, costs, and expenses (including attorney’s fees), which are caused,

in whole or in part, by (a) Seller providing defective or non-conforming Deliverables, (b) the breach of Seller's obligations under the Order, (c) the acts or omissions of Seller or Seller's employees, agents, or subcontractors, or (d) any data loss or breach, loss to data integrity, ransomware, cyberattacks, phishing schemes, social engineering, security breaches, or other actions that relate to or arise from Seller, any system used by Seller, or Seller's employees, contractors, or agents.

25. **PRIVACY AND DATA SECURITY** – Seller agrees to comply with all applicable Privacy and Data Security Laws governing its activities under the Order. "Privacy and Data Security Laws" collectively means all domestic and international privacy and data protection laws, rules, regulations, best practices, and regulatory guidance relating to privacy, data security, cybersecurity, and Personal Data, including, but not limited to, the EU General Data Protection Regulation ("GDPR") and the California Consumer Privacy Act of 2018, as amended, including by the California Privacy Act of 2020 ("CCPA"). "Personal Data" shall have the meaning of such term or like terms in the Privacy and Data Security Laws. Further, Seller shall: (a) be responsible for its employees' and subcontractors' compliance with this Section 25; (b) not access, retain, transfer, use or otherwise process in any manner any Buyer Data except in the interest and on behalf of Buyer and in accordance with applicable law; (c) not sell or share any Buyer Data, as the terms "sell" and "share" are defined in CCPA; (d) maintain a written information security program that includes technical, physical and organization measures to ensure the confidentiality, security, integrity and availability of Buyer Data that are no less rigorous than accepted industry practices (e.g. National Institute of Standards and Technology (NIST) Cybersecurity Framework; (e) promptly notify Buyer of any unauthorized access to Buyer Data or security breach; (f) conduct Service Organization Controls (SOC) Type 2 audits, or ISO/IEC 27001 certifications and (g) use commercially acceptable communication services that encrypt data at rest and data sent across open networks in accordance with industry best practices.
26. **ASSIGNMENTS AND SUBCONTRACTING** – No right or obligation under the Order (including the right to receive any payments due) shall be assigned, transferred, delegated, or subcontracted by Seller without the prior written consent of Buyer, and any purported assignment without such consent shall be void. Seller shall ensure that all subcontracts are, in all material respects, consistent with the terms of this Order and these Terms and Conditions. Where the Order is for Direct Supply Deliverables, Seller shall specifically include provision of sections 10 and 10.e in substantially the same form in its orders and subcontracts with its vendors, suppliers and subcontractors whose goods and services are relevant to the Order. Buyer may assign the Order and/or the rights herein at any time and for any reason.
27. **NOTICE OF LABOR DISPUTES** – Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this or any other Order Buyer placed with Seller, Seller will immediately notify Buyer of such dispute and furnish all relevant details. Seller will include a provision identical to the above in each subcontract related to the Order, and immediately upon receipt of any such notice, forward such notice to Buyer.

28. COMPLETE AGREEMENT – These terms and conditions combined with any terms and conditions set forth in the Order, and any specifications, or additional terms and conditions attached or referenced herein, constitute the entire agreement between Buyer and Seller, unless there is an executed master purchasing agreement between Buyer and Seller, in which case the terms of the master purchasing agreement shall govern Seller's performance under this Order. Seller's quotation/proposal is incorporated if specifically stated in the Order. No other terms or conditions are binding on Buyer unless explicitly accepted in writing by Buyer. In the event of a conflict among the applicable terms, the terms of the Order shall take precedence, except that Section 23.f of these terms and conditions shall take precedence.