



TYCO ELECTRONICS CORPORATION
GLOBAL TERMS AND CONDITIONS OF PURCHASE
Revised June 15, 2011

1. Acceptance

Acknowledgment or shipment of any part of this Order, or performance of the work called for by this Order, shall be deemed an acceptance of this Order and agreement by Seller to be bound by and comply with all terms and conditions set forth or referenced herein and on the face hereof and on attachments hereto. This Order does not constitute an acceptance by Purchaser of any offer to sell, any quotation, or any proposal. Reference in this Order to any such offer to sell, quotation, or any proposal shall in no way constitute a modification of any of the terms and conditions of this Order. This Order constitutes an offer by Purchaser, the acceptance of which shall be expressly limited to the terms and conditions stated herein. AN ATTEMPTED ACKNOWLEDGEMENT OF THIS ORDER CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS ORDER IS NOT BINDING UPON PURCHASER UNLESS SPECIFICALLY ACCEPTED BY PURCHASER IN WRITING. In the event of a conflict between these Purchase Order Conditions and the terms of any contract between Purchaser and Seller, the terms of that contract shall supersede these Purchase Order Conditions. Stenographic and clerical errors and omissions by the Purchaser are subject to correction.

2. Price

If Seller's price or the regular market price of the items covered hereunder is lower than the price stated in this Order on the date of shipment of the item, Seller agrees to give Purchaser the benefit of such lower price on any such item. No charges for transportation, boxing, crating, etc., are allowable unless Purchaser has previously approved.

3. Default and Delays in Shipment

Time and rate of delivery are of the essence in the performance of this Order, except in instances of delay which are due to causes beyond the reasonable control and without the fault or negligence of Seller and its Sellers. Purchaser may by written notice of default to Seller (a) terminate the whole or any part of this Order in any one of the following circumstances: (i) if Seller fails to make shipment of items or fails to perform the work within the time specified herein or any extension thereof; or (ii) if Seller fails to comply with the other terms and conditions of this Order; and (b) procure upon such terms as Purchaser shall deem appropriate, items or services similar to those so terminated, in which case Seller shall continue performance of this Order to the extent not terminated and shall be liable to Purchaser for any excess costs for such similar items or services and any expenses incurred in connection therewith. Seller shall indemnify and hold harmless Purchaser for all costs, expenses and damages, whether direct, indirect, incidental or consequential, arising from Seller's default.



4. Force Majeure

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement resulting from any Act of God, fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, nature or the public enemy or any other causes not foreseeable or beyond the control of the party whose performance must be suspended or excused, provided that such delay or failure in performance could not have been prevented by reasonable precautions, and such non-performing or delayed party gives the other party prompt written notice of the Force Majeure. Events such as delays in transportation, inability to obtain goods or materials, or other forms of supply disruption shall not constitute Force Majeure and shall not be an excuse to performance. In the event of Force Majeure, the non-performing party shall use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. If a Force Majeure Event or other similar extraordinary event causes Seller to allocate limited resources between or among Seller's customers, Seller shall not provide to any other customers of Seller priority over Purchaser. If Seller's delay or nonperformance continues for a period of at least thirty (30) days, Purchaser may terminate, at no charge, this Order.

5. Inspection

All items and services (collectively "work") shall be received subject to Purchaser's inspection. Items that are defective in workmanship or material or otherwise not in conformity with the requirements of the Order, including any applicable drawings, specifications, samples and other descriptions provided to Seller, may be rejected and returned at Seller's expense or may be accepted at an appropriate reduction in price. Purchaser, in addition to such other rights, remedies and choices it may have by contract or by law, at its option and sole discretion, may require Seller to promptly replace, repair, or credit Purchaser for rejected items and, if Seller fails to promptly replace or repair, Purchaser may replace the items elsewhere and charge to Seller the additional cost. Seller shall indemnify and hold harmless Purchaser for all costs, expenses and damages, whether direct, indirect or consequential, arising from Seller's failure to provide conforming items. Purchaser shall have the right to evaluate the work furnished pursuant to this Order for compliance with the applicable drawings, specifications, samples and other descriptions that are given Seller in connection with this Order by Purchaser. Seller shall provide Purchaser and its customer(s) with free access to the work performed under this Order, for the purpose of inspection thereof. At any time during the progress of the work, Purchaser may reject any or all of the work if the same are not in accordance with this Order, and shall give written notice to Seller of such non-compliance. Seller agrees to correct, at its expense, each error or defect leading to such rejection and resubmit the corrected work to Purchaser within seven (7) business days, or other mutually agreed upon date, after receipt of notice from Purchaser of such error or defect.



6. Warranty

6a. Seller warrants that all items and work will conform strictly with applicable drawings, specifications, samples and other descriptions (including Purchaser's: Tyco Electronics Total Quality Management Requirements for Sellers TEC 1005, Environmental Standard TEC 138-702, Seller Requirements for the Elimination of Hazardous Substances, and the International Standards for Phytosanitary Measures, Publication No. 15) that are made available to Seller in connection with this Order by Purchaser via the TE Seller Portal or by any other means made available by Purchaser, as well as any applicable law. Seller warrants that all items and work will be merchantable and free from defects in design, materials and workmanship and, if not of Purchaser's design, be suitable for the purpose intended whether expressed or reasonably implied. The foregoing warranties shall survive acceptance and payment and shall run to the Purchaser, its customers and the users of the item or work. Remedies for a breach of the warranties herein may include, but are not limited to, repair or replacement at no cost to Purchaser, or reimbursement of the purchase price of nonconforming items, at Purchaser's election. Seller shall be responsible for the cost of labor and engineering assistance or development required to make the repair and all associated costs such as but not limited to shipping and customs and services that may be required to make the repair. For the avoidance of doubt, the Seller shall pay to the Purchaser all the reasonable out of pocket expenses (if any) incurred by the Purchaser in testing or examining any part of the products for the purpose of or in connection with this clause or in or about or in connection with the making good, replacing or repairing any part of the product if the cause of failure is attributable to the Seller. It is the responsibility of the Seller to show that the failure cannot be attributed to the Seller.

- (i) Any defective part repaired or replaced during the Warranty Period shall itself be subject to a further warranty period of the balance of the original Warranty Period, or an additional two (2) years, whichever is greater.
- (ii) The repair or replacement of any faulty unit or product includes the delivery to the Purchaser of a descriptive report of the fault found and, when appropriate, of the repair carried out on such faulty unit or product.
- (iii) The maximum period for repair of the units (including shipping and customs clearance) shall be one (1) year or as defined in the requirements provided by Purchaser in its request for quotation ("Requirements"), which ever is earlier.

6b. Seller further warrants that it has and will transfer to Purchaser clear and unencumbered title to the items.

6c. Seller shall indemnify and hold harmless Purchaser for all costs, expenses and damages, whether direct, indirect, incidental, or consequential, arising from a breach of this warranty or any other term or condition of this Order.



6d. Each Party represents and warrants to the other that:

- (i) it is duly organized, validly existing and in good standing under the laws of the country and/or place of its organization,
- (ii) it has all requisite power and authority to enter into and perform its obligations under this order,
- (iii) this order is a legal, valid and binding obligation enforceable against such Party in accordance with its terms,
- (iv) it has taken all requisite corporate action to approve the execution, delivery and performance of this order; and
- (v) its execution of and performance under this order shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state or federal governmental authority, court, or body.

6(e). Seller represents and warrants to Purchaser that:

as of the date of this Purchase Order, Seller is not aware of any quality issues with respect to the product that would cause the product to fail to meet the specifications, including but not limited to exceeding the expected rate of failures over the product design life time, and that if Seller becomes aware of any quality issue in the future it will immediately notify Purchaser;

- (i) Seller shall provided 90% confidence estimate of the failure rate of the unit under the operating conditions given in the Requirements along with the predominant expected failure modes. If the unit is an assembly, this information shall be provided for each field-replaceable sub-unit, regardless of whether failure of the sub-unit affects the overall unit performance. If the list of predominant failure modes changes, Seller shall immediately notify Purchaser; and
- (ii) Seller shall promptly notify Purchaser of any proposed changes in design, materials, or sourcing and shall not implement any such changes without Purchaser's prior written consent.
- (iii) Seller shall promptly notify Purchaser of any change in running failure rate during manufacturing testing of components, subassemblies, or finished systems, that is more than one standard deviation away from the monthly mean for the relevant product, during the time that the product sold to Purchaser is manufactured. Any failure rates greater than 1000 ppm should be presented to the Purchaser.



7. Patent and other IP Indemnity

Notwithstanding the specifications, drawings, samples and other descriptions furnished by Purchaser, Seller warrants that the items and the sale or use thereof by Purchaser or any transferee will not infringe any U.S. or foreign Letters of Patent, copyrights, trade secrets, trademarks or other intellectual property rights (“IPR”). Seller shall defend, indemnify, protect, and hold harmless Purchaser, its successors and assigns, customers and users of the items, from and against any and all claims, damages, losses, liabilities, and expenses, including reasonable attorney’s fees and costs, resulting from any IPR infringement claim or allegation related to the items. If Purchaser has reason to believe that the use, sale, transfer, or other disposition of items or any part thereof is likely to be enjoined by a court, Seller at no expense to Purchaser shall promptly (i) obtain for Purchaser the right to use, sell, transfer or otherwise dispose said items, and (ii) if (i) is not possible, replace or modify such items with equivalent non-infringing items acceptable to Purchaser that have substantially the same form, fit and function. If Seller is unable to perform the above two options (i) and (ii) promptly, Purchaser, at its option and Seller’s expense, may purchase replacement items from other sources and return any infringement items at its possession to Seller. Seller shall extend the benefit of this provision to Purchaser’s successors, assigns, and customers. Seller shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of Purchaser or which would otherwise adversely affect Purchaser without Purchaser’s prior written consent.

8. Critical Components

8a. Seller shall warrant and represent that in the event (1) this Agreement is terminated in whole or in part by Purchaser for cause, in accordance with its terms; or (2) Seller is unable or unwilling to comply with any material term of this Agreement, including without limitation any term relating to delivery dates, product quality, etc. or; (3) Seller is unwilling or unable to maintain pricing that is competitive in the marketplace; or (4) Seller becomes insolvent, files or has filed against it a petition in bankruptcy, makes a general assignment in favor of its creditors or is otherwise financially at risk, as determined by Purchaser, then Seller shall grant to the Purchaser or to any third party designated by the Purchaser, to the extent that the Seller is entitled to do so, an irrevocable and non exclusive license(s) to:

- (i) manufacture the item and have the item manufactured solely for the Purchaser’s consumption and use thereof as envisioned under this agreement;
- (ii) use and have used any Background IP and Foreground IP in connection with the item. Whatever the date of signature of the license agreement(s), the said license shall be deemed to take effect on the effective date of termination and shall remain in full force for the longer of three (3) years following the date of termination, or until the item is no longer required by Purchaser to satisfy Purchaser’s contractual commitments. Purchaser shall notify the Seller in writing in the event of early termination of any license issued hereunder;



- (iii) in the manner and to the extent directed by the Purchaser, supply, without any disruption to program requirements, to the Purchaser or to any third party designated by the Purchaser: all technical dossiers, software, information, data and all Seller's tooling directly related to the manufacture of Products. The supply shall be at no costs to the Purchaser or to such third party except in the case of termination by Purchaser for convenience, in which case the supply shall be on fair and reasonable terms to be agreed between the Parties in good faith. If the tools are not Seller's property, the Seller shall take, with respect to their owner and the law, all measures necessary to guarantee they shall be available to the Purchaser for the duration referenced in (a) above; at Purchaser's request, promptly transfer to Purchaser or Purchaser's designee all raw material, parts, equipment, etc. purchased from third parties by the Seller for the purpose of performing this Agreement or the relevant Orders so terminated. The transfer shall be at no cost to the Purchaser or to such third party;
- (iv) in the event of termination for Seller's default reimburse all costs, expenses, losses and damages incurred by the Purchaser to remedy the Seller's default and all costs incurred by the Purchaser in re-sourcing the work required to manufacture the Products, as agreed to under the terms of this Order;
- (v) for any termination of this Order for whatever reasons and as of the effective termination date, the Seller shall send immediately to the Purchaser, accompanied with evidence in documentary form, a status report regarding: (i) the Products completed, in stock in the Seller's premises and, (ii) the Products in course of manufacture and, (iii) if any, the stocks of raw material, parts, equipment, etc. purchased from third parties by the Seller for the purpose of performing the Orders so terminated and, (iv) the tools used by the Seller for the purpose of performing the Orders, and cease forthwith all operations relating to this Order in its facilities and in the facilities of its own Sellers and/or subcontractors; and terminate or transfer (as specified by the Purchaser) all sub-contracts and/or supply agreements and/or other operational agreements entered into by the Seller with any third party for the purpose of or in connection this Order;
- (vi) use its best efforts to assist Purchaser in promptly identifying and establishing a qualified alternative source of supply.

9. Purchaser's Property

9a. Title to and the right to immediate possession of all tools, molds, dies, parts, supplies, jigs, fixtures, plans, drawings, specifications and all other equipment, materials and property that are furnished by Purchaser for Seller's use hereunder; or are procured, produced, manufactured or fabricated by Seller in connection with Seller's performance hereunder; or are in any manner paid for directly or indirectly by Purchaser (all of which is collectively referred to as "Purchaser's Property"); shall at all times be and remain in Purchaser. Seller will ensure that at all times Purchaser's Property shall be and remain free and clear of any interest or claim on the part of Seller's creditors or other third parties. Seller waives any and all liens that it has or may acquire with respect to Purchaser's Property. Seller shall take all measures which Purchaser deems appropriate to perfect or evidence Purchaser's title to all Purchaser's Property, including



without limitation executing and filing informational financing statements and other documents with respect thereto, and for such purpose, Seller hereby irrevocably appoints Purchaser as Seller's attorney-in-fact to execute all such documents in Seller's name and on Seller's behalf. Seller shall clearly mark or otherwise adequately identify all Purchaser's Property as belonging to Purchaser. Seller shall not transfer possession of any Purchaser's Property to any third party, or delegate or assign any of Purchaser's obligations with respect thereto, unless otherwise specifically agreed by Purchaser in writing.

9b. While any Purchaser's Property remains in Seller's possession, Seller shall at its sole expense maintain the same in good operating condition and repair and in compliance with all warranties contained herein. Seller shall be responsible for and shall bear all risk of loss or damage to all Purchaser's Property while in Seller's care, custody, possession or control, and shall insure such risks with full replacement value fire and extended coverage insurance reasonably satisfactory to Purchaser. Unless otherwise agreed by Purchaser in writing, Seller will use all Purchaser's Property solely and exclusively to perform for Purchaser's benefit hereunder, and not for the benefit of any other party. In the event that Purchaser's Property is used for any purpose prohibited by this paragraph, this Order shall be automatically terminated and Seller shall be responsible for any and all losses and damages caused, notwithstanding any criminal proceedings which may be brought.

9c. Seller, as a material part of the consideration hereunder, hereby assumes all risk of damage to property or injury to persons arising from its use of all Purchaser's Property. Seller shall indemnify Purchaser from and hold Purchaser harmless against any and all claims arising from Seller's use of all Purchaser's Property, including all attorney's fees, expenses and liabilities incurred in the defense or settlement of any such claims, and, in the event of any claim against Purchaser by an employee or agent of Seller, Seller's liability and indemnification obligation hereunder shall not be limited by any amount recoverable by such persons under worker's compensation or similar applicable law. Seller shall maintain such liability insurance with respect to its obligations under this Paragraph as Purchaser may from time to time require.

9d. Purchaser shall have the right to recover immediate possession of all Purchaser's Property at any time, with or without cause, and without any additional charge or fee being assessed to Purchaser by reason of such recovery. Upon Purchaser's request, Seller shall deliver all Purchaser's Property to Purchaser, FOB Seller's dock, in good condition and repair, normal wear and tear only excepted. Seller grants to Purchaser the unconditional right to enter upon Seller's premises during normal business hours upon twenty-four (24) hours notice to recover Purchaser's Property.

10. Purchaser's Design

If the items or parts thereof, contracted for hereunder, are of Purchasers' design, the Purchaser retains title and ownership rights in such design and Seller shall not reproduce for others any such item or parts thereof without the prior written consent of Purchaser, nor shall Seller supply or disclose to others any information regarding such items or parts thereof, nor incorporate in other items or articles any special feature of design or manufacture, considered by Purchaser to



be peculiar or unique to the items or parts thereof, contracted for hereunder, without such prior written consent.

11. Invention or Improvement

Any invention or improvement resulting from or arising out of performance by Seller or Seller's employees under this Purchase Order, which performance has been funded by Purchaser, shall be the sole property of Purchaser. Seller shall notify Purchaser promptly of any such invention or improvement within thirty (30) days of its conception, discovery or existence, and shall assign all rights to such invention or improvement to Purchaser.

12. Payment Terms and Discount

The payment terms governing this Order shall be shown on the face of this Order. The time in connection with any payment or discount offered Purchaser will be computed from the date of delivery at the destination of items ordered or services rendered, or from the date the correct invoice or voucher is received by Purchaser's Accounts Payable Department, plus Purchaser's receipt date of all accurate supporting documents required in paragraphs 29a-e, below, if the latter date is later than the aforesaid date of delivery. Payment will be in United States dollars unless otherwise stated in the Order.

13. Set Off

Any monies due Seller by Purchaser for any items furnished hereunder may, at Purchaser's option, be applied to the payment of any sums owing by Seller to Purchaser.

14. Assignment and Delegation

Seller may not assign, subcontract, pledge, or in any manner encumber Seller's rights under this Order or delegate its performance hereunder without Purchaser's written permission. Seller shall be responsible to Purchaser for all work, as defined in this Order, performed by Seller's subcontractors at any tier.

15. Changes/Stop Work Order

Purchaser may, at any time, by written notice make changes within the general scope of this Order in the specifications, designs, drawings, quantity ordered, methods of shipment, packaging, or place or time of delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work under this Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and this Order shall be modified in writing accordingly. Any claim by Seller for an adjustment must be made in writing thirty (30) days of the receipt of any such notice. Nothing contained herein shall relieve Seller from proceeding without delay to perform this Order as changed.



16. Obsolescence, Diminishing Sources, and Discontinued Products

16a. Upon determination by the Seller, that a process/component required in the delivery of the item(s) ordered hereunder is unavailable, through no fault of Seller, during the performance of this Order due to obsolescence or diminishing sources, or that such process/component is discontinued, Seller shall immediately notify the Purchaser of this condition or intention. The Seller shall immediately define the shortage or pending obsolescence/discontinuance by providing the Purchaser with (a) satisfactory evidence that its best efforts were made to obtain the affected parts required to meet current contractual requirements and that Seller initiated preliminary investigation of alternate parts (i.e. parts that are technically and physically compatible with hardware design.); (b) identify / propose any potential third party Seller capable of supplying enough parts in the current year to meet the total contractual requirements; and (c) offer Purchaser an opportunity for a life-time buy of the affected product beyond the current contractual requirement, to include price and availability information. The forgoing is in addition to Seller's other obligations pursuant to this Order and shall in no event relive Seller from any liability to Purchaser for any damages arising as a result of any failure by Seller to fully comply with the terms of this Order.

16b. If, there are insufficient parts to meet current contractual requirements, the Purchaser may, in addition to any other rights and remedies available to it under this Order or applicable law take one or more of the following actions: (a) assist Seller with the procurement from a third party Seller of enough parts to meet current contractual requirements; or (b) authorize the procurement of the life-time buy parts; or (c) terminate this order for default.

16c. Seller acknowledges and agrees that a consistent and reliable source of supply is of utmost importance to Purchaser. Seller further acknowledges that it has been selected by Purchaser in part due to Seller's willingness to maintain a reliable and consistent source of supply to Seller for the product ordered hereunder. Therefore, Seller covenants and agrees, by accepting this Order, to use its best efforts to maintain the ability to fulfill future orders placed by Seller for any of the products subject to this Order for a period of at least twelve months following the last delivery date specified under this Order. If Seller anticipates any difficulty in meeting Purchaser's demand for any such product during such twelve month period (based on forecasts submitted by Purchaser, whether binding or otherwise, or, if no such forecasts are available, then based on Purchaser's purchasing history of the applicable product for the past two years), then Seller shall immediately provide written notice of any such anticipated difficulty and shall use best efforts to remediate such difficulty to ensure an uninterrupted source of supply for Purchaser. Seller acknowledges that this provision is a material term of this Order, and shall defend, indemnify and hold harmless Purchaser from and against any and all loss, cost, expense claims and damages related to or arising out of Seller's failure to fully comply with this provision.

17. Termination

17a. In addition to all of the other rights which Purchaser may have to cancel this Order, Purchaser shall have the further right, without assigning any reason therefore, to terminate any work hereunder, in whole or in part, at any time. Purchaser will not be liable to Seller for any



costs for completed items, items in process or materials acquired or contracted for, if such costs were incurred more than the permitted number of days prior to the delivery dates as stated on the face of this Order or, if none is stated, thirty (30) days. If Purchaser cancels this Order within such time as specified on the face of this Order or, if none is stated, thirty (30) days, and if the parties cannot agree within a reasonable time upon the amount of fair compensation to Seller for such termination: (a) Purchaser will pay the contract price for all items reasonably completed in accordance with this Order and not previously paid for unless said item(s) is part of Seller's standard commercial items, and (b) Purchaser will pay a fair and proper proportion of the contract price for items in process and for all materials acquired or contracted for within the time specified on the face of this Purchase Order for the purpose of fulfilling this Purchase Order which Seller is unable to cancel, return or otherwise use in Seller's operations. Should Purchaser so desire, cancellation charges shall be subject to Purchaser's audit at Purchaser's expense.

17b. Purchaser's ability to terminate this Order for cause shall be immediate and without prior written notice, in the event of any of the following by Seller: (i) a breach of any covenant, representation or warranty hereunder; (ii) in the event of (a) any change in the active management or ownership of Seller or (b) the sale, transfer or other disposition of all or substantially all of the assets of Seller or any affiliate, division or unit of Seller, either of which Purchaser, in its sole discretion, believes may have an adverse effect on Seller's ability to fulfill its obligations under this Order; or (iii) (a) any proceeding in bankruptcy, reorganization or arrangement for the appointment of a receiver or trustee to take possession of Seller's assets or any other proceeding under any law for relief from creditors shall be instituted by or against Seller (and such proceeding is not dismissed within sixty (60) days from the filing date); or (b) if Seller shall make an assignment for the benefit of its creditors.

18. Indemnification/Insurance

In the event Seller, its employees, agents, subcontractors and/or lower-tier subcontractors enter premises occupied by or under the control of Purchaser in the performance of this Order, Seller agrees that it will indemnify and hold harmless Purchaser, its officers and employees from any loss, costs, damage, expense or liability by reason of property damage, including, but not limited to, theft, or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry. Seller, its subcontractors and lower-tier subcontractors shall produce and maintain workers' compensation, comprehensive general liability, bodily injury and property damage insurance in reasonable amounts, and such other insurance as Purchaser may require and shall comply with all site requirements. Seller shall provide Purchaser thirty (30) days' advance written notice prior to the effective date of any cancellation or change in the term or coverage of any Seller required insurance. If requested, Seller shall send a "Certificate of Insurance" showing Seller's compliance with these requirements. Seller shall name Purchaser as an additional insured for the duration of this Order. Insurance maintained pursuant to this clause shall be considered primary with respect to the interest of Purchaser and is not contributory with any insurance with Purchaser may carry. Seller agrees that Seller, Seller's insurer(s) and anyone claiming by, through, under or in Seller's behalf shall have no claim, right of action or right of



subrogation against Purchaser and its customers based on any loss or liability insured against under the foregoing insurance.

19. Compliance with All Laws

Seller warrants, and it is a condition of this Order, that all performance hereunder shall be in accordance with all applicable national laws, regulations and orders. Seller also warrants their understanding of, agreement to, and conformance to the Tyco Electronics Guide to Supplier Social Responsibility, TEC-1015, which is hereby incorporated by reference as if fully set forth herein, located on the TE Supplier Portal at <http://www.tycoelectronics.com/supplier/ssr/default.html>. Until accepted by Purchaser, all items are Seller's sole responsibility including, but not limited to, the responsibility for proper, lawful handling or shipment of such items, or of any by-item or waste stream resulting therefrom. Seller shall indemnify and hold harmless Purchaser, its officers, employees, and agents from any and all claims, demands, suits or actions environmentally related or of any other nature whatsoever, including reasonable attorney's fees, and expenses arising from Seller's activity in the negligent performance or omission of any specified, required or requested work for or on behalf of Purchaser.

19a. Seller warrants that it shall not offer to give or agree to give to any person any gift or consideration of any kind as an inducement or reward in exchange for any act or forbearance from an act in relation to the obtaining or performance of this Order.

20. Right of Access

20a. Seller, without additional charge, shall permit reasonable access by representatives of Purchaser, Purchaser's customers and applicable regulatory agencies to Seller's premises (and the premises of Seller's subcontractors and Seller(s)) for the purpose of examining Seller's facilities, processes, goods, and records relating to this Order. Such examination may include inspection and testing of equipment, materials, parts, items (including software and licensed materials) to be furnished and services to be rendered, manufacturing and assembly processes, testing and quality procedures, and all applicable records relating to the manufacture, inspection, testing, and sale of such items and the furnishing of such services.

20b. If requested by Purchaser, Seller shall provide at its facility, without additional charge, suitable and convenient office space for representatives of Purchaser and/or representatives of Purchaser's customers, as reasonably required. The office shall be properly lighted and heated and maintained in a clean condition and have telephones and facsimile machines.

21. Passage of Title and Risk

Title and risk of loss or damage to the items shall pass from Seller to Purchaser in accordance with the Incoterm specified on the face of this Order. If this Order calls for additional services to be performed after delivery, Seller shall retain title and risk of loss and damage to the items until the additional services have been performed. If Seller is authorized to invoice Purchaser for



items upon shipment or prior to the performance of additional services, title to the items shall vest in Purchaser upon payment of the invoice, but risk of loss and damage shall pass to Purchaser when the additional services have been performed.

22. Government Contracts or Subcontracts (see also, TE Government Subcontract Rider, where applicable)

22a. Inspection and Audit

Seller agrees that its plant, books and records shall be subject to inspection and audit at all reasonable times by any authorized representative of the Government Agency with which the prime contract or subcontract of the Purchaser is made.

22b. There are also incorporated herein by reference and made an express part hereof all other then current clauses which Purchaser is required by law, regulations, or applicable Government contracts or subcontracts to insert in its subcontracts or orders, and other clauses of standard Government contract forms to the extent the same are applicable to Purchaser's operations requiring the purchased items.

23. Non-Discrimination in Employment

In connection with performance of work hereunder, the Seller agrees to comply with all laws, rules, regulations and orders pertaining to non-discrimination in employment, as may be applicable to Purchaser or Seller.

24. Remedies

All rights and remedies of Purchaser set forth in this Order or available at law shall be cumulative and not alternative and shall not be exhausted by any one or more uses thereof. The waiver by Purchaser of any term or condition of this Order shall not be deemed a waiver of any subsequent breach of the same or any other term or condition. **SELLER HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS ORDER.**

25. Limitation of Liability

In no event shall Purchaser be responsible or held liable to Seller for punitive, indirect, incidental or consequential damages, including, without limitation, liability for loss of use, loss of profits, capital investment, product development costs, unabsorbed overhead, or interest expenses, however the same may be caused, including fault or negligence of Purchaser.

26. Survival of Obligations

The obligations of the parties under this Order, which, by their nature would continue beyond the termination, cancellation or expiration of this Order, shall survive the termination, cancellation or expiration of this Order.



27. Seller's Liability

Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any personal injury or alleged personal injury (including death), and/or damage or destruction or alleged damage or destruction to property sustained or alleged to have been sustained in connection with or to have arisen out of the negligent performance of the work by or willful misconduct of Seller, its agents, employees, subcontractors, and consultants, save and except liability as may result from, or be in connection with, the willful or negligent act or omission of Purchaser, its officers, agents, employees or independent contractors acting for Purchaser. Seller shall indemnify and hold harmless Purchaser, its officers, agents and employees from any and all liability for such losses, expenses, damages, demands and claims and shall defend any suit or action brought against any or all of them based on any alleged personal injury or damage and shall pay any damage costs and expenses, including attorney's fees, in connection with or resulting from such suit or action.

28. Taxes

Except where prohibited by law, Purchaser and Seller agree that all customs duties, VAT, turnover taxes, sales tax, and other applicable taxes, social insurance contributions, or fees (those imposed on or measured by the services provided or goods delivered) are included in the prices provided by Seller, and shall not be billed to Purchaser as separate items. Seller shall also be responsible for any and all payroll taxes for services performed in country by Seller's personnel. If VAT, GST, sales tax, or other similar taxes are imposed by the country in which the services are performed, unless Purchaser has provided an exemption certificate or a direct pay permit, Seller agrees to bill such taxes as separate line items on an invoice, in accordance to the applicable taxing jurisdiction's laws. Where VAT is applicable, Seller agrees to use its reasonable commercial efforts to ensure that its invoices to Purchaser are issued in such a way that they meet the requirements for deduction of input VAT by Purchaser.

29. Export Control

29a. Seller shall be responsible for the control, disclosure of and access to technical data, information and other items received under this Order and agrees to be responsible for being knowledgeable as to all laws, regulations and requirements regarding the export, re-export, resale, shipment or diversion of items, including but not limited to the International Traffic in Arms Regulations (ITAR) and the export laws of the country of the Purchaser, as well as the export laws of the country of Seller. Seller shall comply with all such laws and regulations and shall indemnify Purchaser for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Purchaser in connection with any violations of such laws and regulations by Seller.

29b. If any technical data required to perform this Order is exported to Seller under a DSP-5, Offshore Procurement License, pursuant to ITAR 124.13, Seller shall comply with the following: (i) The technical data shall be used only to manufacture the items required by this Order; (ii) The technical data shall not be disclosed to any other person, subcontractor, Seller facility or country



without the prior written permission of Tyco Electronics and the U.S. Department of State, Directorate of Defense Trade Controls, as required; (iii) Seller acknowledges that it is not acquiring any rights to the technical data; (iv) Seller, including lower-tier subcontractors, shall return, or at Tyco Electronics' direction, destroy all of the technical data exported to Seller pursuant to this Order upon fulfillment of its terms; (v) Unless otherwise directed by Tyco Electronics, Seller shall deliver the items only to Tyco Electronics or to an agency of the U.S. Government; and (vi) Seller shall include the terms of this subsection in all lower-tier subcontracts issued when technical data is provided to the lower-tier subcontractor. In all cases Seller, prior to the transfer of such technical data, must have written permission consistent with clause (ii).

30. United States Immigration Compliance (for Orders requiring services to be performed at Purchaser's US locations)

30a. Seller warrants and represents that Seller's employees performing work at Purchaser's facilities located in the United States of America (U.S.) have appropriate employment authorization for their work activities as may be required by U.S. immigration laws and regulations and maintains currently Employment Eligibility Verification Forms (I-9) for such employment as required by the U.S. Immigration Reform and Control act of 1986, as amended.

30b. Seller warrants and represents that Seller's employees performing work at Purchaser's facilities in the U.S. do not appear on, nor are associated with, any name or entity on the U.S. Government "Restricted Parties Lists". "Restricted Parties Lists" are defined for this purpose as the U.S. Department of Commerce Entity List, Denied Persons List, and Unverified List, and the U.S. Department of Treasury Specially Designated Nationals and Blocked Persons List, and the U.S. Department of State Debarred Parties List.

30c. Purchaser works with technologies subject to U.S. export control regulations. Under these regulations, it may be necessary for Purchaser to obtain a U.S. government export license prior to releasing its technologies to non-U.S. persons. Seller will provide only U.S. person workers to work at Purchaser's facilities in the U.S. "U.S. person" is defined as a person who is a citizen on the United States of America, a permanent resident alien of the United States of America, or a protected individual as defined by 8 U.S.C. 1324b(a)(3). Exceptions to this requirement must have the prior written authorization from a duly authorized representative of Purchaser.

30d. Seller will require its subcontractors to comply with paragraphs 28a, 28b, and 28c above in the event such subcontractors directs its employees to work at a U.S. facility of Purchaser.

30e. Purchaser reserves the right to refuse or terminate the use of Seller's employees in the event Purchaser requires a U.S. government export license for such employee's work activities. The decision whether or not to submit or pursue an export license, if applicable, shall be at Purchaser's sole discretion.



31. Import

31a. Customs

For each shipment of items covered by this Order, Seller shall furnish Purchaser with a commercial invoice containing, at a minimum, the following information: (a) port of entry; (b) name and address of Seller and Purchaser entity purchasing the items; (c) name of shipper (if different from Seller); (d) country of export; (e) detailed description of items in English; (f) quantities and weights; (g) actual purchase price, including all elements of the amount paid or payable by Purchaser; (h) the currency in which the sale was made; (i) all charges, costs and expenses associated with the items, including freight, insurance, commission, containerization and packing, unless the cost of packing, containerization and inland freight are already included in the invoice price; (j) all rebates or discounts; and (k) the country of origin (manufacture) of the items. The value of any goods or services furnished for the production of the items (e.g., “assists”) not included in the invoice price, must be reported on the invoice for the first shipment of goods unless Purchaser directs otherwise in writing. All items, unless specifically exempted, shall be marked in a conspicuous place as legibly, indelibly, and permanently as the nature of the article (or container) will permit, with the country of manufacture of the items. Seller agrees to comply with all laws and regulations governing the importation of goods into the customs territory of any country of importation. Seller agrees to hold harmless and indemnify Purchaser, its directors, officers and employees against all losses, claims, penalties, judgments, liabilities and expenses which any of them may pay or incur arising out of this Order, including but not limited to all representations made by the Seller with respect to documentation or other Customs or Governmental requirements with regard to entry requirements, classification, valuation, preferential treatment, duty drawback or trade terms.

31b. Government Duty Increases

If government authorities declare or otherwise impose countervailing duties, antidumping duties, or retaliatory duties on items imported by Purchaser under this Order, Purchaser reserves the right to terminate this Order in accordance with the provisions in Section 15.

31c. Duty Drawback Rights

All drawbacks of duties and rights thereto related to duties paid by Seller or Purchaser upon importation of the items into any customs territory if the items are subsequently exported from that country shall accrue to the exclusive benefit of Purchaser. Seller agrees to provide Purchaser with all documents, records and other supporting information necessary to obtain any such duty drawback, and agrees to reasonably cooperate with Purchaser to obtain such payment.

31d. Certificate of Origin (applies to NAFTA qualifying Orders)

Seller agrees to provide Purchaser with completed North American Free Trade Agreement (NAFTA) Certificate(s) of Origin for all NAFTA-qualifying items identified in or sold to



Purchaser pursuant to the Purchase Order. For items not qualifying for NAFTA treatment, Seller agrees to provide Purchaser with correct Country of Origin information for each such item. If Seller does not provide either the required Certificate(s) or correct Country of Origin information, Purchaser may charge back to Seller the costs of any duties, penalties or other expenses (including reasonable attorneys' fees) it is required to pay as a result of such failure.

31e. Supply Chain Security

Seller agrees to comply with the minimum Security Criteria of the U.S. Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism (C-TPAT) program and/or other applicable global supply chain security programs, to the extent that these criteria are relevant for Seller's operations. Further information about the CTPAT program may be found on Customs website at <http://www.cbp.gov>. World Customs Organization SAFE framework standards can be found at http://www.wcoomd.org/files/1.%20Public%20files/PDFandDocuments/SAFE%20Framework_EN_2007_for_publication.pdf. Authorised Economic Operator (AEO) programs and mutual recognition framework can be found at http://www.wcopscg.org/4.AEO_Compendum.pdf.

32. Notices

Any notice or demand required to be given or made by Seller shall be in writing and shall be duly given or served on Purchaser if sent to the address noted in the Order and by any one of the following means only: (a) in person -- such communication shall be deemed to have been received on the day of delivery provided receipt of delivery is obtained; or (b) by registered or certified mail (or its international equivalent) -- such communication shall be deemed to have been received, under normal service conditions, on the day it was received or on the tenth day after it was dispatched, whichever is earlier. Purchaser may change the address by giving prior written notice.

33. Severability

If any of the provisions of this Order shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this entire Order, but rather this entire Order shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

34. Applicable Law

34a. The laws of the State of New York, without regard to its conflicts of laws principles, shall govern in all respects the performance of this Order. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. During pendency of any dispute arising under this Order, Seller shall proceed diligently with performance hereunder.



34b. Any claim or dispute arising out of this Order, except for a breach of the Confidentiality provisions in Section 34, shall be referred to and finally resolved by arbitration in New York, N.Y., by 3 arbitrators in accordance with the Rules of Arbitration of the International Chamber of Commerce. The language of the arbitration shall be English.

35. Order of Precedence

In the event of any inconsistency among this Order, the documents referenced herein and any attachments hereto, the inconsistency shall be resolved by giving precedence in the following descending order: (i) provisions set forth on the face of this Order, (ii) the specifications, (iii) the drawings, (iv) these terms and conditions, and (v) the other documents incorporated by reference.

36. Confidential Information

36a. Seller agrees that it will at all times hold in confidence for Purchaser all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by Purchaser to Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection with Seller's performance hereunder (collectively, "Information"). Seller shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Seller shall not, without the prior written consent of Purchaser, reproduce any Information; nor disclose Information to any party; nor use Information for any purpose other than performance for the benefit of Seller hereunder.

36b. Any technical knowledge or information of Seller which Seller shall have disclosed or may hereafter disclose to Purchaser in connection with the items or services or other performance covered by this Order shall not, unless otherwise specifically agreed upon in writing by Purchaser, be deemed to be confidential or proprietary information and shall be acquired by Purchaser free from any restrictions as part of the consideration of this Order.

36c. Seller acknowledges that monetary remedies alone may not be an adequate remedy for any breach or threatened breach of any of the obligations of this Agreement. Therefore, Purchaser shall be entitled to seek injunctive or other equitable relief in addition to any other remedy to which it may be entitled at law or in equity without the need of posting a bond or other security or proving that monetary damages would be an inadequate remedy. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

36d. Seller shall not, without prior written consent of Purchaser, issue any news release, publicity or promotion material regarding this Order or make public use of any Identification in any circumstances related to this Order. "Identification" means any semblance of any trade name, trademark, service mark, insignia, symbol, logo, or any other designation or drawing of Tyco



Electronics or its affiliates. Seller shall remove or obliterate any Identification prior to use or disposition of any material rejected or not purchased by Purchaser.

37. Translation

If these terms and conditions are translated into another language and there is any diversion between this English version and the translated version, then this English version text shall prevail.

38. Definitions

- (a) “items” means all goods, machinery, equipment, software, components, work, services (including but not limited to, the design, procurement, manufacture, assembly, tests and inspections, and delivery of the items to Purchaser and if so specified in the Order, installation and/or commissioning of the Items) or other materials ordered by Purchaser as specified in the Order;
- (b) “Order” means the purchase order or other form of request by Purchaser to Seller for the supply of the items;
- (c) “Purchaser” means the party purchasing the items subject of this Order;
- (d) “Seller” means the party supplying the items subject of this Order; and
- (e) “Jurisdiction” means the governing law of the territory where Purchaser’s place of business is located.