

1. Terms. The instructions, terms and conditions appearing on the face and on the reverse side hereof, and any attachments hereto, are made a part of this purchase order, and acceptance of this order is expressly limited to the terms hereof.

2. Goods & Services. Seller agrees to perform the services ("Services") and/or provide the goods or Service deliverables (collectively referred to as "Goods") described in this purchase order, in accordance with these terms. The terms of this purchase order are the sole and exclusive terms on which the Buyer agrees to be bound.

Upon acceptance of a purchase order, shipment of Goods or commencement of the Services, Seller shall be bound by the provisions of these terms, including all provisions set forth on the face of any applicable purchase order, whether Seller acknowledges or otherwise signs this purchase order, unless Seller objects to such terms in writing prior to shipping Goods or commencing Services. Notification is hereby given of objection to any additional or different terms proposed by Seller; such terms are not binding on Buyer unless they are approved in writing by an authorized representative of Buyer. To the extent that this purchase order might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof and shipment of the Goods or beginning performance of any Services by Seller shall constitute such assent.

3. Changes. Buyer hereby reserves the right to reschedule or change any delivery, including method of shipment and packaging, or cancel any purchase order issued at any time prior to shipment of the Goods or prior to commencement of any Services. Buyer shall not be subject to any charges or other fees as a result of such cancellation.

4. Freight & Packing. All freight terms shall be as agreed to between Buyer and Seller at time of order placement. Packing slips must accompany each case or parcel, showing the order number, item number and the descriptions of its contents. If such a packing slip does not accompany each shipment, Buyer's unit count will be conclusive and binding upon Seller. No charges will be allowed for boxing, wrapping, cartage or storage unless so specified on the face of this Order. Seller shall pack or otherwise prepare all Goods for shipment so as to secure the lowest transportation rates consistent with early delivery, meeting requirements of carriers and safeguarding against damage from weather, transportation and storage. Seller shall mark the number of this Order on each case or parcel delivered. On the date shipment is made Seller shall, if previously requested in writing by Buyer, mail to Buyer shipping documents and a copy of the packing slip. Shipments in excess of the amount called for by this order are subject to rejection and return at Seller's risk and expense, unless previously agreed to in writing by Buyer.

5. Invoicing. Send only one invoice per order or shipment, unless otherwise agreed to in writing by both parties.

6. Buyer's Property. All dies, molds, patterns, jigs, fixtures, drawings, specifications and technical information and any other property furnished to Seller, or specifically paid for by Buyer for use in performance of this Order, shall be and remain the property of Buyer, be considered not to have been delivered to Seller under a transaction of purchase, be subject to removal upon Buyer's instruction, be used only in filling orders from Buyer, to be held at Seller's risk, be returned to Buyer substantially intact and unencumbered by any adverse interest and be kept insured while in Seller's custody or control at Seller's expense in an amount equal to the replacement cost thereof, with loss payment to Buyer. Copies of policies or certificates of such insurance shall be furnished to Buyer on demand.

7. Compliance with Laws. In performing this Order, Seller will comply with all federal, state and local laws and ordinances, government and administrative orders and regulations applicable to the Goods covered by this Order. Seller warrants that the Goods covered by this Order may be sold, shipped and used in a customary manner without violation of any such law, ordinance, order or regulation. On Buyer's request, Seller shall furnish Buyer certificates of compliance with all such laws, ordinances, orders and regulations. Seller covenants to save and hold Buyers harmless of and from, and so reimburse it for any and all costs, damages and expenses (including necessary attorneys' fees) suffered or occasioned to it, directly or indirectly, through failure of Seller to comply with any such law, ordinance, order or regulation.

8. Code of Conduct. Buyer is committed to ensuring that working conditions in Buyer's supply chain are safe, that workers are treated with respect and dignity, and that Buyer's business operations and processes are environmentally responsible and conducted ethically. Buyer has developed a Code of Ethics ("Buyer Code of Ethics"), a copy of which is available upon request has become a member of the Electronics Industry Citizenship Coalition ("EICC") and has adopted the EICC's Code of Conduct ("EICC Code"), which is available at <http://www.eicc.info>. Seller acknowledges the Buyer Code of Ethics and the EICC Code and agrees to comply with, and implement, the requirements of each, as amended from time-to-time by Buyer. Notwithstanding anything to the contrary herein, Seller shall give Buyer and/or a third party access to its facilities, personnel, records reasonably required to assess and audit Seller's compliance with the Buyer Code of Ethics and the EICC Code. Seller shall not: (i) request or encourage, directly or indirectly, any Seller personnel to furnish false or incomplete information in connection with any assessment or audit or (ii) take any retaliatory action against any Seller personnel interviewed. Seller agrees to immediately implement corrective action to remedy any non-conformance with Buyer's Code of Ethics and/or the EICC Code.

9. Delivery. Time is of the essence in the performance of this Order. Delivery of Goods shall be made pursuant to the schedule, via the carrier and to the place specified on the face of this Order. If Seller fails to make delivery in accordance with the delivery schedule, Seller agrees to notify Buyer immediately if at any time it appears that the delivery schedule set forth on the face of this Order may not be met. Such notification shall include the reasons for any possible delays, steps being taken to remedy any such problems, and a proposed revised delivery date. If the Goods are delivered to a warehouse man or bailee, Seller shall render to Buyer proper documents of title covering same or obtain the warehouse man's or bailee's acknowledgement of Buyer's rights in the Goods. Seller shall not deliver "C.O.D." or otherwise require Buyer's payment upon

presentation or against documents without Buyer's signed written consent and deliveries sent in this manner will not be accepted and will be at Seller's risk. Ship using the least expensive carrier if no method of shipment is specified on the face of the order.

The following definitions apply to construing the terms of this Order:

- a. a "lot" means a parcel or single article which is the subject matter of a separate delivery, whether it is sufficient to completely perform this Order.
- b. a "unit" is an object which may be the subject matter of one or several shipments and which is distinct and independent from all other objects.
- c. a "shipment" means a single delivery of Goods in point of time.

10. Confidential Information. Seller agrees to keep confidential all drawings, specifications or other data, papers or information, together with all copies thereof furnished by Buyer or prepared by Seller specifically in connection with the performance of this Order ("Buyer Confidential Information") during and following termination or expiration of this Order. Seller shall not make copies or permit copies to be made of the Buyer Confidential Information except in accordance with Buyer's prior written consent or request. Seller shall promptly return the same to Buyer upon demand. Seller agrees not to disclose any Buyer Confidential Information and to use the Buyer Confidential Information solely in connection with Seller's performance of this Order. Seller shall thereafter make no further use either directly or indirectly of any Buyer Confidential Information or of any information derived therefrom in the performance of work for any other customer without Buyer's prior written consent. Buyer Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before Buyer disclosed it to Seller, (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller, (iii) which Seller developed independently without use of the Buyer Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to Buyer of such requirement prior to disclosure. Additionally, Seller agrees to limit its internal distribution of Buyer Confidential Information to Seller's employees or agents who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Buyer Confidential Information. All Buyer Confidential Information is and shall remain the property of Buyer. Upon Buyer's written request or the termination of this Order, Seller shall return, transfer or assign to Buyer all Buyer Confidential Information, including all Work Product, as defined herein, and all copies thereof.

11. Entire Contract and Modification. It is agreed that:

(a) as of the date Seller's acceptance of this Order is effective, the terms and conditions on the face and reverse side of this order shall constitute a complete and exclusive statement of all the terms and a final expression of the agreement between the parties, and the terms of all prior agreements between the parties, whether oral or in writing, whether consistent or inconsistent with the provisions hereof are excluded here from.

(b) no prices, terms or conditions other than those stated herein, and no agreement or understanding in any way modifying or rescinding any of the terms or conditions stated herein, shall be binding upon Buyer unless made in writing and signed by its authorized agent; and (c) this Order shall not be modified, explained, supplemented, qualified or interpreted by any usage of trade, course of performance, or prior course of dealing between the parties not made part of this Order by its express terms, EXCEPT warranties made by Seller in addition to, but not in limitation of, those set forth in this Order, will be effective and are a part of the basis of the bargain represented by this Order, whether made orally or in writing before or after Seller's acceptance is effective, and before or after Buyer takes delivery of the Goods and Services.

Buyer shall have the option at any time to make changes in writing in this Order including, but not limited to, the following:

(i) specifications, drawing and data incorporated in this Order where the items to be furnished are to be specifically manufactured for Buyer; and (ii) amount of Buyer Furnished property.

If any change causes an increase in the cost of, or the time required for performance of this contract, an equitable adjustment may be made in the contract price, or Delivery Schedule, or both. Any claim by Seller for adjustment under this clause shall be deemed waived unless submitted in writing within ten (10) days from communication to Seller of the change. Nothing in this clause shall excuse Seller from proceeding with this Order as changed.

12. Governing Law. This Order is made by Buyer and accepted by Seller with reference to, and the rights of, all parties and the construction and effect of every provision hereof shall be subject to and construed according to the California Uniform Commercial Code and all laws as in effect as of the date of this Order in the State of California, excluding its conflicts of laws principles. The parties hereby waive the applicability of the United Nations Convention on Contracts for the International Sale of Goods and it shall not apply to the terms and conditions of this Order.

13. Gratuities. Seller warrants that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, any gratuities to Buyer's employees, agents or representatives for the purpose of securing this contract or securing favorable treatment under this contract.

14. Inspection and Rejection. Goods and Services purchased hereunder are subject to inspection, test, and approval at any reasonable places and times and in any reasonable manner, including inspection at Seller's plant during and after period of

manufacture. All Goods and Services are also subject to inspection and acceptance at Buyer's plant, or other point of destination specified on the face of this Order. Buyer shall be allowed a reasonable time to inspect said Goods before acceptance which period of time, without the generality of the foregoing, shall not be less than thirty (30) business days from the date of the receipt of same. Notwithstanding any payments or other prior inspection, and notwithstanding the fact this order may call for delivery at point of shipment. Buyer reserves the right to reject and refuse acceptance at the place it receives the Goods, of the whole or any part of the Goods and Services purchased which do not conform with the terms of the Order, specifications, drawings, and data which are a part of this Order, or Seller's warranties (express or implied), and to pay, subject to its right to deduct damages therefrom, the purchase price applicable to the part accepted. Notice of rejection shall be deemed given to Seller by prompt shipment of Goods to Seller after inspection of the same by Buyer, or oral or written notice to Seller of intention not to accept the same; such notice need not include a statement of any objections that will be relied upon by Buyer as a basis for breach. Buyer may recover from the Seller expenses of inspecting Goods or Services rejected. Goods not accepted may be returned to Seller at its risk and expense. Payment for the whole or any part of the Goods or Services purchased hereunder shall not be deemed an acceptance of any part thereof.

15. Insurance and Indemnification. In the event that Seller is required to enter premises owned, leased, occupied or under the control of Buyer during delivery or installation of Goods or rendering of Services called for by this Order, Seller agrees to indemnify and hold harmless Buyer, its officers, employees and agents from all loss, expense, damages, claims, suits, or liability arising from injury, including death, to persons or property arising from or in any manner growing out of actions of Seller. Seller shall be solely responsible for maintain adequate health, auto, worker's compensation, disability, liability, and other insurance as required by law or as is common practice in Seller's trade or business, whichever affords greater coverage. Upon request, Seller shall provide Buyer with certificates of insurance or evidence of coverage before commencing performance under this Agreement.

16. Patent Rights. With respect to inventions made by Seller in the performance of this Order, Seller hereby grants to Buyer a use of such inventions. If, however, such inventions result from research and development work performed by Seller for which work Buyer pays Seller, either directly or indirectly, then Seller agrees to assign to Buyer all its right, title and interest in and to such inventions and to assist Buyer in securing United States and foreign patents with respect thereto.

17. Intellectual Property Warranties. Seller warrants that the Goods covered by this Order and any use or sale of them will not infringe any patents, copyrights, trade secrets, trademarks or any other intellectual property rights now existing under the laws of or hereafter existing or issued by, any State, the United States, or any foreign country. Seller agrees to defend, protest, indemnify, or save harmless Buyer, its successors, assigns, distributors or dealers, customers and users of its product, against all suits at law or in equity, and from all damages and expenses resulting from claims and demands, whether or not rightful, for actual or alleged infringements of any patent or trademark by reason of any use of sale of the goods covered by this Order. Buyer reserves the right to participate in and control any such infringement action brought against it. Buyer makes no warranty, as a result of furnishing seller designs and specifications with this order, that the resulting product does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

18. Work Product. For purposes of this Order, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, mask works, models, work in progress, Service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others which result from or relate to the Services performed hereunder. Standard Goods manufactured by Seller and sold to Buyer without having been designed, customized or modified for Buyer do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of Buyer. Seller hereby agrees to irrevocably assign and transfer to Buyer and does hereby assign and transfer to Buyer all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Seller agrees: (a) to disclose promptly in writing to Buyer all Work Product in its possession; (b) to assist Buyer in every reasonable way, at Buyer's expense, to secure, perfect, register, apply for, maintain, and defend for Buyer's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in Buyer's name as it deems appropriate; and (c) to otherwise treat all Work Product as Buyer's Confidential Information as described above. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of this Order. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Buyer. Seller irrevocably agrees not to assert against Buyer or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Seller affecting the Work Product.

19. Payment and Credit Terms. If discount terms are set forth on the face of this Order, the discount period will be computed from, and if no discount term is set forth on the face of this order, invoices will be paid within 45 days after:

- (1) the date of Buyer's acceptance, after receipt and inspection in accordance with this Order, of all lots of Goods or Services ordered, or
- (2) the date of Buyer's receipt of a correct invoice for all lots ordered, prepared in accordance with the terms of this Order, or
- (3) the postdated date of the invoice, whichever is later.

20. Price. The price for Goods or Services covered by this Order shall be the lower of either the price shown on the face of this Order or the price of Seller in effect on the date of delivery to customers in the same class as Buyer for like quantities of Goods and Services of like grade and quality.

21. Remedies. If Seller breaches this Agreement, Buyer shall have all remedies available by law and at equity. For the purchase

of Goods, Seller's sole remedy in the event of breach of this Agreement by Buyer shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the Agreement. No alternate method of measuring damages shall apply to this transaction. Buyer reserves the right to return for refund of the purchase price or repair at Seller's cost all or any part of the goods delivered under this Order.

22. Taxes. Except for California Sales and Use Tax, if applicable, the price for the Goods and Services covered by this Order includes all taxes, fees, excises or charges which are now or may hereafter be imposed (whether by Federal, State, Municipal or other public authority) with respect to the manufacture and sale of such Goods, and any Services to be rendered by Seller hereunder. Seller shall separately state on its invoices the amount of California Sales and Use Tax applicable to the sale of the goods covered by this Order. Property and inventory taxes shall be borne by the party holding title to the Goods.

23. Termination.

(a) Buyer may terminate this Agreement upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves. In the event of such termination, Buyer shall pay Seller for the portion of the Services satisfactorily performed and those conforming Goods delivered to Buyer through the date of termination, less appropriate offsets, including any additional costs to be incurred by Buyer in completing the Services and any excess costs or other expenses incurred by Buyer for the purchase of substitute Goods.

(b) Buyer may terminate this Agreement, or any Service(s), for any other reason upon thirty (30) days' written notice to Seller. Seller shall cease to perform Services and/or provide Goods under this Agreement on the date of termination specified in such notice. In the event of such termination, Buyer shall be liable to Seller only for those Services satisfactorily performed and those conforming Goods delivered to Buyer through the date of termination, less appropriate offsets.

(c) Seller may terminate this Agreement upon written notice to Buyer if Buyer fails to pay Seller within sixty (60) days after Seller notifies Buyer in writing that payment is past due.

(d) Upon the expiration or termination of this Agreement for any reason: (i) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (ii) Seller will promptly notify Buyer of all Buyer Confidential Information or any Work Product in Seller's possession and, at the expense of Seller and in accordance with Buyer's instructions, will promptly deliver to Buyer all such Buyer Confidential Information and/or Work Product.