

STANDARD TERMS AND CONDITIONS OF SALE

In these Standard Terms and Conditions of Sale (“Terms”), “Seller” shall mean the Interplex legal entity providing goods, materials, equipment and/or services (collectively “Products”) to the purchaser of such Products (“Customer”).

- 1. APPLICATION.** Unless Customer and Seller have signed a specially negotiated agreement, these Terms shall apply to any accompanying quotation for sale of Products by Seller to Customer, or any document to which they are attached or referenced, whether gratuitous or otherwise, and are deemed to be immediately incorporated into such quotation or document. Each quotation is expressly made conditional on Customer’s acceptance of these Terms without deviation. These Terms are also deemed to prevail over any standard terms and conditions of the Customer. Seller hereby objects to and rejects any additional or different terms proposed by Customer, including those terms contained in Customer’s purchase order, award letter, order release, scheduling document, unless Seller expressly agrees to such terms in writing. Seller’s fulfilment of Customer’s order does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms. Every variation, cancellation or waiver of these Terms or any part thereof is subject to Seller’s right to make an adjustment in the price of the Products to cover Seller’s estimated cost to implement such change and such change must be in writing and duly signed by an authorised representative of Seller (including such other formalities as may be required under any applicable law). Notice is hereby given that no other person has or will be given any authority whatsoever to agree to any variation, cancellation or waiver of these Terms. Notwithstanding the foregoing, if there is a conflict between these Terms and (a) the terms of a specially negotiated agreement or (b) quotation for sale of Products, the terms and provisions of such specially negotiated agreement or quotation for sale of Products shall prevail.
- 2. ACCEPTANCE.** Each quotation is available for Customer’s acceptance within the period or by the date specified in such quotation or, when no period or date is specified, within thirty (30) days from the date of the quotation. Notwithstanding the foregoing, Seller shall be permitted to deliver a written notice to Customer to withdraw or revoke a quotation at any time prior to Seller’s receipt of Customer’s acceptance of such quotation. Seller’s quotation may not be disclosed by Customer to any third party or used by Customer in any way to request for quotation for similar Products as those quoted by Seller. Any of the following acts by Customer shall constitute its acceptance of a quotation and these Terms in its entirety: (a) upon Seller’s receipt of the quotation signed by Customer or other written indication of acceptance by Customer; (b) issuing a purchase order for Products on the same or substantially the same price as reflected on the face of the quotation; (c) accepting delivery of Products; or (d) by other conduct which fairly recognizes the existence of a contract for the purchase and sale of Products. Seller is entitled to accept or reject (i) any order which it receives from Customer, that is not a response to a quotation; or (ii) any order or written response from Customer to a quotation, that deviates from the terms contained in any quotation, and/or these Terms. Seller is only deemed to have accepted and be bound by an order or response to a quotation if it issues a written confirmation to Customer (“Order Confirmation”) within

five (5) business days of such order or response. Prior to the Order Confirmation, Seller may at any time, correct any typographical, clerical or other error or omission in the quotation issued without incurring any liability.

- 3. PRICING.** Unless otherwise stated, price(s) quoted are in United States Dollars and exclude any duties, and all taxes including but not limited to federal, state, provincial and local taxes, excise, value added, goods and services taxes and/or similar charges imposed by any public authority, all of which shall, where Seller is required by law to pay or collect them, be added to the invoice as separate charges by Seller and paid by Customer unless a valid tax exemption certificate is provided by Customer to Seller prior to the delivery of Products. To the extent Customer is required to withhold or deduct any taxes from payments due to Seller, Customer shall use reasonable commercial efforts to reduce such tax to the maximum extent possible giving effect to the applicable tax treaty and shall furnish Seller with such evidence as may be required by Seller’s tax authorities to establish that such tax has been paid so that Seller may claim any applicable tax credit. Seller may adjust prices to take into account any increase in cost of raw materials, metals, fuels, labour, storage, transportation or other production related costs, including manufacturing, treating, coating and plating costs and foreign exchange fluctuations. Cost of non-standard packaging is not included in the price of Products and any corresponding additional costs shall be charged separately to Customer. Seller will exercise reasonable care in packaging Products for shipment and no responsibility is assumed by Seller for delay or damage after delivery. The quoted price(s) assume that (a) each order will meet the agreed minimum order quantity requirements and the aggregate order quantities in each year shall be at least ninety percent (90%) of Customer’s forecasted annual volume for that year, (b) each order will not exceed the agreed maximum weekly capacity, (c) the delivery dates will take into account agreed lead times, and (d) work will be performed during normal work hours (in shifts of 8 hours) between the hours of 6:00am to 6:00pm local time, Monday to Friday, holidays excepted. Any costs for overtime hours, excess orders amounts or expedited delivery will be separately charged and payable as mutually agreed between Customer and Seller.
- 4. DELIVERY AND QUANTITY.** Unless otherwise agreed in writing between Customer and Seller, delivery of Products shall be Ex Works (Seller’s Factory), Incoterms 2020. Carriage of Products shall be at Customer’s sole risk. Delivery dates are approximate only and are not guaranteed. Seller will use commercially reasonable efforts to meet Customer’s requested delivery dates provided that Customer has complied with Seller’s applicable lead time requirements and provided all necessary documentation or information (including but not limited to any specifications, designs, drawings or blueprints which have been agreed to in writing with Seller, to enable Seller to manufacture) sufficiently prior to the agreed delivery date. Customer agrees that failure to deliver by an estimated delivery date shall not give Customer any right to claim compensation, nor impose any responsibility or liability on Seller. If for any reason Customer postpones or fails to accept delivery of any of the Products when due, or if Seller is unable to deliver the Products at the delivery point because Customer has made changes thereto or has not provided appropriate or timely instructions, documents, licences or authorisations:

- (a) the Products shall be deemed to have been delivered on the original delivery date (“**Deemed Delivery**”);
- (b) risk of loss, damage and/or degradation to the Products shall pass to Customer upon Deemed Delivery;
- (c) Seller may, at its discretion and without prejudice to any other rights which Seller may have against Customer, without notice and without any responsibility whatsoever attaching to Seller, and at the sole risk and expense of Customer, store the Products until Customer picks them up, and Customer shall be liable for all related costs and expenses (including, without limitation, charges relating to sorting, preservation, delivery, storage, insurance and ancillary administrative charges) (the “**Storage Charges**”);
- (d) Seller shall be entitled to invoice Customer for the purchase price of the Products as well as all accrued Storage Charges;
- (e) Seller shall be entitled to refuse actual delivery of the Products to Customer until the purchase price and the Storage Charges have been paid in full without any deductions whatsoever.
- (f) without prejudice to any rights or remedies Seller may have under these Terms or at law, if Customer fails to take delivery of the Products within two (2) consecutive calendar months after the date of Deemed Delivery, Seller shall be entitled to:
 - a. On giving seven (7) days’ prior notice in writing to Customer, terminate the contract in accordance with these Terms without incurring any liability towards Customer; and
 - b. On giving fourteen (14) days’ prior notice in writing to Customer, to sell or dispose of the Products whether by public auction, private treaty or otherwise, and the proceeds of sale shall be applied in satisfaction of firstly, the Storage Costs and the costs and expenses of the sale or disposal and secondly, all and any sums due to Seller without any liability whatsoever on the part of Seller to Customer. In the event that the proceeds of sale are insufficient to satisfy all sums due to Seller, Customer shall be liable to Seller for all such sums which remain outstanding.

Unless otherwise agreed in writing between Customer and Seller, Seller shall be permitted to deliver a quantity of Products that is a maximum amount of ten percent (10%) more or less than the quantity ordered and such delivered quantity shall be deemed to constitute full delivery. Customer shall pay for the actual quantity of Products delivered (i.e. actual quantity of Products delivered multiplied by the price per unit of such Products). Where Seller’s access to resources (including raw materials), supply of the Products or means of production is insufficient to meet the estimated delivery schedule or in the event of a Force Majeure, Seller, in its sole discretion,

may allocate its resources or supply to its customers without assuming any liability whatsoever to such customers.

5. **TITLE AND RISK OF LOSS.** Subject to these Terms, title and risk of loss passes to Customer upon delivery of the Products at the delivery point. As a collateral security for the payment of the purchase price of the Products, Customer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Customer in, to and under the Products, wherever located and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing.
6. **FORECASTS AND SCHEDULING.** Customer shall provide Seller with a rolling six (6)-month forecast (“**Forecast**”) of Customer’s monthly volume requirements for Products on the first (1st) day of each month preceding the commencement of such rolling forecast. The first four (4) months of each rolling forecast shall constitute a binding volume commitment on Customer’s part, pursuant to which Customer will issue one or more purchase orders for the relevant quantities of Products specified for such four (4) months of the forecast (“**Committed Forecast**”). Customer shall not (a) revise any remaining portion of the Committed Forecast in a subsequent Forecast, or (b) submit purchase orders in quantities smaller than the Committed Forecast. If Customer does not comply with this paragraph, Seller shall be entitled to invoice Customer for any shortfall of the Committed Forecast which Customer did not order.

If there is an increase in demand for Products beyond the forecasted amounts, Customer shall give Seller commercially reasonable advance notice, which shall take into account all agreed lead times to procure raw materials, manufacture and deliver Products. Unless confirmed in writing by Seller, Seller shall have no obligation to meet such excess demand. For the avoidance of doubt, Seller will supply in accordance with customer orders and prevailing lead times, not the rolling forecast.

7. **TOOLING.** Where Seller is required to build and use tooling for the manufacture of Products for Customer, the following shall apply unless otherwise agreed in writing between Customer and Seller : (a) the tooling shall only be used at Seller’s factory and may not be removed without Seller’s prior written consent; (b) Seller shall only be required to build and provide the agreed number of units of tooling, sufficient to produce the agreed number of units of Products; (c) Seller shall not be required to procure any insurance coverage for the tooling or any equipment loaned by Customer for the manufacture of Products; (d) Seller shall be held harmless for any damage to such tooling or equipment which occurs through no fault of Seller; (e) all title, rights and interests to all ideas, designs, concepts, methods, processes, manufacturing techniques, trade secrets, proprietary information and other intellectual property which have been developed, created, and utilized by Seller to build the tooling (including but not limited to any tooling for solder bearing leads, press fit pins and semi-conductor packaging products and materials) and/or to manufacture the Products shall belong to Seller exclusively. Where Seller reasonably determines that it would be too costly or risky to repair and/or continue using obsolete tooling, Seller shall promptly notify Customer in writing of the need to

phase out such obsolete tooling. Customer shall within sixty (60) days of receiving such notice, use commercially reasonable efforts to come to an agreement with Seller in relation to the (i) phasing out of the obsolete tooling, and (ii) development and building of replacement tooling to replace the obsolete tooling. If Customer and Seller are unable to come to an agreement in accordance with this Clause 7, Seller shall be entitled to dispose of the obsolete tooling at the sole expense of Customer without any liability or further obligation to Customer and terminate the contract in accordance with these Terms. The term "obsolete tooling" shall mean tooling which (y) has been fully expended to produce the agreed number of units of Products, or (z) Customer and Seller have agreed in writing to be no longer suitable for use. The Customer shall be responsible for costs resulting from (I) requested alterations to tooling, (II) repairs or replacement of tooling caused by normal wear and tear, and (III) requests for shorter lead times, and/or increased rate of delivery. If Customer requires excess capacity beyond the agreed number of units of Products, then additional tooling, lead time and production part approval process costs may be required or incurred, the terms of which shall be agreed between Customer and Seller.

8. PAYMENT TERMS. Unless otherwise agreed by Seller and specified in Seller's invoice, payment terms are net thirty (30) days from invoice date and shall be made by Customer in full, without deduction or deferment, on account of any claim, counterclaim or set-off. Any dispute as to the amount or accuracy of any invoice issued by Seller shall be raised by Customer within fourteen (14) days from the invoice date, failing which, Customer is deemed to have conclusively accepted that the invoice is complete and accurate. All deliveries and performance of work agreed to by Seller shall be subject to Seller's prior credit approval of Customer which may be granted, denied or modified in Seller's sole discretion. Any credit terms extended by Seller may be changed or withdrawn at any time without prior notice or reason. If, in Seller's sole judgment, Customer's financial condition at any time does not justify production, performance of work, or delivery, or if Customer should be in default of its obligations relating to payment of any fees or charges, or any other obligation, Seller may without prior notice (a) require full or partial payment in advance or other payment terms as a condition for delivery; (b) cancel any discount or credit which may have been granted to Customer; (c) suspend, delay or cancel any delivery or any other performance by Seller; and/or (d) charge interest equal to the maximum amount allowed by applicable laws until Seller has received payment in full. Seller will not be liable for, and Customer will hold Seller harmless from, any costs or losses resulting from (i) suspension, delay or cancellation on account of Customer's failure to make payment and/or (ii) in connection with collection of any late payments such as legal fees and exchange losses. Payment by Customer of non-recurring charges (as may be made to Seller for special design, engineering work or production materials) shall not convey title to any design, engineering work or production materials, and title shall remain in Seller, unless otherwise agreed in writing between Customer and Seller.

9. EXCUSABLE EVENTS. Seller shall not be liable for any failure or delay in performing any of its obligations if such failure or delay is caused by a Force Majeure event. A "Force Majeure" event means an event or circumstance that is beyond the control of Seller including without limitation: (a) unusually severe weather or other acts of

God; (b) fire, explosion or earthquake; (c) war, invasion, terrorism, sabotage or piracy, riot or other civil unrest; (d) governmental laws, orders, restrictions, embargoes or blockages; (e) national or regional emergency; (f) nuclear, chemical or biological contamination; (g) diseases and/or medical outbreak, epidemics, pandemics, plague; (h) injunctions, strikes, lockouts, or other industrial disturbances; (i) inability to obtain or use necessary transportation, power or infrastructure; (j) shortage of equipment, inability to obtain or use necessary products or materials, (k) cyberwarfare, ransomware or other cyberattacks, or (l) other causes whether similar or dissimilar to the foregoing beyond the control of Seller. If Seller's inability to perform continues, or is reasonably expected to continue, for a period of three (3) consecutive months, Seller is entitled to cancel all or any part of the impacted orders previously confirmed, without any liability to Customer.

10. WARRANTY. Subject to the terms hereof, Seller warrants to Customer that, at the time of delivery, the Products will conform to the agreed specifications and will be free of defects in workmanship for a period of one (1) year from the delivery date. Customer shall inspect or test the Products for any breach of the foregoing warranties within five (5) business days after delivery. If Customer does not conduct such inspection or testing within the aforesaid timeframe or does not initiate an RMA (defined below) within the timeframe stated below, the Products shall be deemed to conform with the warranties herein. If a Product does not meet the foregoing warranties, Customer shall promptly notify Seller in writing to initiate a Return Materials Authorization ("RMA") within five (5) business days of discovery. As part of the RMA process, Customer shall notify Seller in writing the reason, underlying data and other information that supports the return as well as the legal basis, amount of the claim and quantity and type of Product it would like to return. If there is any missing information relevant to the return, Customer shall support Seller in gathering such missing information. At Seller's request, Customer will return the Products (or a sample amount as requested by Seller) freight prepaid to a location designated by Seller. Seller will assess the returned Products to verify warranty coverage. To be eligible to make any claim under or in connection with these Terms, Seller shall be permitted to (a) inspect the facilities and processes of Customer, its affiliates and/or its customers during a mutually agreed day and time, and (b) participate in any root cause analysis conducted in connection with such claim. If Seller verifies that any returned Products fail to conform to the warranties herein, Seller's sole liability shall be at Seller's option, to repair or replace such Product, or issue a credit or rebate of the purchase price. Seller shall not be liable for any claim under or in connection with these Terms unless it is allowed to complete the investigations set forth in this Clause and agrees in writing to the quantum and extent of damages apportioned to it after completing such investigations. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period. The warranties shall not apply if (i) Products have been damaged by neglect, improper installation, improper maintenance, misuse, handling or operation of the Products by Customer or any third party or for other reasons not attributable to Seller; (ii) Products have been submitted to abnormal conditions (including, but not limited to, mechanical, electrical or thermal) during transportation, storage, installation or use; (iii) Products are used in a non-standard environment requiring

a robustness not documented in the agreed specifications; (iv) Products are sample, prototype, pre-production and/or non-qualified Products; (v) defect results from materials, equipment or toolings provided by Customer and/or its affiliates, or customer or supplier of Customer and/or its affiliates; (vi) defect results from design, specifications or instructions of Customer and/or its affiliates, or customer or supplier of Customer and/or its affiliates; for such Product; (vii) Customer fails to notify Seller of a particular defect within five (5) business days after discovery; or (viii) there are outstanding payments due and unpaid by Customer. Furthermore, the warranties herein shall not apply if Customer or any third party attempts to repair or replace the nonconforming Product without Seller's written authorization. THE WARRANTIES HEREIN ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR TERMS EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO (W) EPIDEMIC FAILURE; (X) MERCHANTABILITY AND/OR SATISFACTORY QUALITY, (Y) FITNESS FOR A PARTICULAR PURPOSE OR USAGE OR FUNCTIONALITY OR (Z) NON-INFRINGEMENT.

11. INTELLECTUAL PROPERTY. Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the contract. Customer grants Seller a global, fully paid, royalty-free, non-exclusive licence to Customer's Confidential Information or Intellectual Property, to enable Seller to make, repair, modify or supply Products to Customer pursuant to the contract. All new intellectual property conceived or created by Seller in the performance of the contract, whether alone or with any contribution from Customer, shall be owned exclusively by Seller. Customer agrees to deliver assignment documentation as necessary to achieve that result. Customer shall defend and hold Seller harmless from any action, civil or criminal, brought against Seller by any third party, for any claim arising out of or in connection with (a) the manufacture, sale and/or supply by Seller of any Products which have been manufactured to specifications, drawings, designs or instructions provided by Customer, and/or (b) Seller reproducing any specifications, drawings, designs, logos, marks or emblems provided by or in accordance with the instructions of Customer, to facilitate the manufacture, sale and/or supply of the Products by Seller to Customer. Customer agrees to further hold Seller harmless from all expenses, judgments, damages or losses resulting from such claims. The supply of Products by Seller does not grant the Buyer any right or licence under patent, copyright or other intellectual property right, now or hereafter owned or controlled by Seller, to make or have made the Products.

12. LIMITATION OF LIABILITY. SELLER SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS OR LOST SAVINGS, PENALTIES, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES WHETHER OR NOT SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF SELLER HAS BEEN ADVISED, OR IS AWARE, OF THE POSSIBILITY OF THESE DAMAGES.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF ALL TRANSACTIONS BETWEEN CUSTOMER AND SELLER, WHETHER BASED UPON CONTRACT (INCLUDING BREACH OF WARRANTY) OR TORT (INCLUDING NEGLIGENCE OR MISREPRESENTATION) OR UNDER STATUTE OR OTHERWISE EXCEED THE GREATER OF (A) THE TOTAL AMOUNT THAT

CUSTOMER HAS PAID SELLER FOR A PRODUCT, FROM WHICH THE CLAIM ARISES, IN THE CALENDAR YEAR IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) US DOLLARS FIVE HUNDRED THOUSAND (US\$500,000). FOR THE AVOIDANCE OF DOUBT, THE AFORESAID MAXIMUM AGGREGATE LIABILITY SHALL NOT INCREASE OR BE ENLARGED EVEN IF SELLER ENTER INTO OTHER AGREEMENTS OR CONTRACTS WITH CUSTOMER.

CUSTOMER UNDERSTANDS AND AGREES SELLER'S PRICE HAS BEEN NEGOTIATED IN CONSIDERATION OF THE ALLOCATION OF RISKS AND ARE ESSENTIAL ELEMENTS OF EACH CONTRACT AND SUCH LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE OR LIMITED REMEDY.

13. CUSTOMER DIRECTED SUPPLIES. Customer may direct Seller to obtain raw materials, components, equipment, or services from Customer named, appointed and/or directed third parties ("Customer Directed Supplies") for use in the provision of the Products. Seller shall not be responsible to Customer for any warranty or other claims arising from such Customer Directed Supplies or from the failure of such third party to timely provide such supplies.

14. NOTICE OF CLAIM AND TIME BAR. Seller shall be discharged of any and all liability whatsoever unless notice of any alleged breach, such notice being a condition precedent to any liability on the part of Seller, is received in writing by Seller within thirty (30) days of Customer being made aware of such breach (except for breach of warranty which notice is to be provided within five (5) business days after discovery of the defect) and Seller is allowed reasonable opportunity to verify and correct such breach, and any lawsuit relative to any claim must be filed within two (2) years of the date of customer's written notice to Seller of the claim. Customer agrees that any notice provided or claim filed outside the prescribed timelines are deemed waived.

15. THIRD PARTY RIGHTS EXCLUDED. These Terms are solely for the exclusive benefit of Customer and Seller. All third party rights of enforcement are hereby excluded to the fullest extent permitted by law.

16. CONFIDENTIALITY AND PRIVACY. Customer acknowledges that all technical, operations, commercial and financial information disclosed in any form whatsoever to Customer by Seller is the confidential information of Seller. Sharing this confidential information with Customer does not constitute a transfer of ownership or authorisation to disclose by Customer or confer any Intellectual Property rights of any nature therein. Such confidential information is intended only for evaluation purposes and should not be shared with any individual or entity not directly bound by a confidentiality agreement with Seller. If such confidential information is no longer required to be used by Customer, other than in connection with the transactions contemplated under the respective agreement(s) entered into between Customer and Seller, then it must be returned to the sender promptly on written demand, and not used for any other purpose. Each of Customer and Seller may collect, store and process personal data from each other in relation to a transaction under these Terms and may transfer such personal data outside the jurisdictions where Customer and/or Seller is located. Customer agrees that such personal data will be used and retained for the purposes related to the

performance of these Terms concerning the Products sold and in accordance with applicable data privacy laws.

- 17. COMPLIANCE WITH LAWS.** Each party shall comply with all laws applicable to the performance of its obligations under these Terms. If the delivery of Products or technology under these Terms is subject to the granting of an export or import license by a government and/or any governmental authority under any applicable law or regulation, or otherwise restricted or prohibited due to export or import control laws or regulations, Seller may suspend its obligations and Customer's rights regarding such delivery until such license is granted or for the duration of such restriction and/or prohibition, respectively, and Seller may even terminate any contract related to such Products, without incurring any liability towards Customer.
- 18. TERMINATION.** Without prejudice to any rights or remedies Seller may have under these Terms or at law, Seller may, by written notice to Customer, terminate with immediate effect any contract in whole or in part, without any liability, if: (a) any proceedings in insolvency, bankruptcy (including reorganization), liquidation or winding up are instituted against Customer, or a trustee or receiver is appointed over Customer, or any assignment is made for the benefit of creditors of Customer; or (b) Customer violates or breaches any of the provisions of these Terms. Upon cancellation, expiration or termination of any contract, (i) all payments to be made by Customer under the contract shall become immediately due and payable, and (ii) the terms and conditions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of the contract including, but not limited to the following provisions, Warranty, Intellectual Property, Limitation of Liability, Notice of Claim and Time Bar, Confidentiality and Privacy, Termination, Notices, Governing Law and Jurisdiction shall survive.
- 19. CHANGES.** Each party may at any time propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until such change is agreed by the parties in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price, delivery time and other provisions, as agreed.
- 20. END OF LIFE.** Customer shall give at least six (6) months advance written notice to Seller before its program is terminated, Products are phased out or at the end of its program life ("EOL"). Seller may also deem these events to constitute EOL: (a) receipt of written notice to transfer tooling or automation to a different manufacturer; or (b) if annual purchase volume is less than 50% of the mutually agreed annual volume which Customer is required to purchase in any given production year. Upon EOL, the parties will negotiate in good faith to reach terms for supply of service parts and/or final inventory build, if applicable. If an agreement is not reached within sixty (60) days, then either party may terminate the contract by giving the other party three (3) months advance written notice. In the event of transfer of tooling or automation, Seller's supply obligation terminates immediately upon receipt of the written notice. Upon termination, Seller will invoice Customer for unsold raw materials, semi-finished and finished inventories (purchased or on order), unpaid tools/ automation, unamortized rebates, and other mutually agreed costs.
- 21. GENERAL.** Customer and Seller are independent contractors, and nothing contained herein makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or create any obligation on behalf of the other party. If any provision(s) of these Terms is held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, the holding or action shall not negate the validity or enforceability of any other provisions of these Terms. The failure or delay by Seller to exercise any right or remedy arising from these Terms, shall not operate as a waiver of the right or remedy; and no single or partial exercise of any right or remedy will preclude any other or future exercise of the right or remedy or the exercise of any other right or remedy arising from these Terms or by law. Seller may assign or novate, in whole or in part, any rights or obligations under these Terms (a) to its affiliates, or (b) in connection with a corporate reorganization or restructuring, amalgamation, or sale of all or a substantial portion of the assets of a division, business unit or entity, in one or a series of related transactions without Customer's consent. In addition, Seller may assign any of its accounts receivables under the Order Confirmation to any party without Customer's consent. Customer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of work, or purchase parts, equipment or materials from suppliers or subcontractors, so long as Seller remains responsible for it. Customer shall not assign or transfer any rights or obligations under these Terms without the prior written consent of Seller and any such assignment or transfer made without prior written consent shall be void.
- 22. NOTICES.** All notices to be given under these Terms shall be in writing and shall be deemed delivered upon successful electronic mail transmission, hand delivery, confirmed delivery by a delivery services such as UPS, FedEx, or DHL, or three (3) days after deposit in the mail of the home country of the party, postage prepaid, by certified, registered, first class or equivalent mail, addressed to the parties at their last known address.
- 23. MODIFICATIONS TO THESE TERMS.** Seller may unilaterally modify these Terms at any time by publishing the modified version on Seller's website at <https://interplex.com/business-terms/>.
- 24. GOVERNING LAW AND JURISDICTION.** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the sale of any Products.
- The governing law of these Terms shall be English law. Any and all disputes arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force at the commencement of the arbitration which rules are deemed to be incorporated by reference in this Clause, PROVIDED always that:
- (a) Seller shall have the sole right at its option to commence legal proceedings before the Courts of Singapore to pursue the merits of any claim against Customer and/or as an interim measure to secure

payment in respect of any claim or dispute against Customer; and

- (b) where Seller and/or Customer is a company incorporated in the People's Republic of China, Seller shall have the sole right at its option to refer any and all disputes arising out of or in connection with these Terms to arbitration administered by the China International Economic and Trade Arbitration Commission in accordance with the CIETAC's arbitration rules ("**CIETAC Arbitration**") for the time

being in force, which shall be seated in Shanghai, People's Republic of China, and conducted in English language. Notwithstanding anything else in these Terms to the contrary, if Seller exercises its right to opt for CIETAC Arbitration, the governing law of these Terms shall be the laws of the People's Republic of China.