

## **STANDARD TERMS AND CONDITIONS OF SALE**

In these Standard Terms and Conditions of Sale (these “**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 (a) 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 (b) 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 or other documents, unless Seller expressly agrees to such terms in writing. Seller’s fulfilment of Customer’s order or any other conduct does not constitute acceptance of any of Customer’s terms and conditions and does not serve to amend or modify these Terms. Every amendment, modification, addition 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. No amendment, modification, addition or waiver of any provision of these Terms shall be effective unless it is in writing and duly signed by an authorised representative of Seller or is otherwise executed in writing in accordance with the applicable law. Notice is hereby given that no other person has or will be given any authority whatsoever to agree to any amendment, modification, addition or waiver of these Terms. These Terms shall not be modified in any way by course of performance, course of dealing, trade custom or usage. Notwithstanding the foregoing, if there is any conflict between these Terms and the Seller’s quotation for the sale of any Products, the terms of such quotation 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 recognises the existence of a contract for the purchase and sale of Products. Seller is entitled to accept or reject: (i) any order received from Customer which is not a response to Seller’s quotation; or (ii) any order or written response to Seller’s quotation received from Customer which deviates from the terms contained in such 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**”). 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 all applicable duties and taxes (including but not limited to federal, state, provincial and local taxes, excise tax, value added tax, goods and services tax and/or similar charges imposed by any public authority). All such duties and/or taxes 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 has the right to adjust prices to take into account any increase in the cost of materials, metals, energy, labour, storage, transportation or other production-related costs (including manufacturing, treating, coating and plating costs), any revision of the applicable duties or taxes, any change in the delivery dates, quantities or specifications for the Products, any currency regulation and/or 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 applicable 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 applicable maximum weekly capacity, (c) the delivery dates will take into account applicable lead times, and (d) work will be performed during normal working hours (in shifts of 8 hours) at the local site, from Monday to Friday, excluding holidays. Any costs for overtime hours, excess order amounts or expedited delivery will be separately charged and payable as 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. Seller shall have the right to revise the applicable lead time (including the procurement lead time and production lead time) for any Product due to any delay, shortage, interruption or inability to obtain or use necessary materials, resources or equipment.

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) (“**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 months after the date of Deemed Delivery, Seller shall be entitled to:
  - (i) 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
  - (ii) 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 but not limited to materials and equipment), supply of the Products or means of production is limited or insufficient to meet its customers’ full requirements or the delivery schedule, or in the event of any Force Majeure (as defined in Clause 9), Seller may allocate its resources or supply to its customers on any basis in its sole discretion 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.** Unless otherwise provided in Seller’s quotation: (a) Customer shall provide Seller with a rolling twelve (12)-month forecast (“**Forecast**”) of Customer’s monthly volume requirements for Products on the first (1<sup>st</sup>) day of each month preceding the commencement of such rolling forecast; and (b) the first six (6) months of each 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 six (6) months (“**Committed Forecast**”). Taking into account the prevailing market conditions and supply chain factors (including actions and measures taken by suppliers), Seller shall have the right to extend or revise the prescribed periods for computing the Forecast and/or Committed Forecast. Seller shall procure materials and/or commence production for the Products in accordance with the Committed Forecast. If Customer’s actual order quantity for a particular month is lower than the highest forecasted quantity in the Committed Forecast for that month, Seller shall be entitled to invoice Customer for the shortfall based on the finished Products made available for delivery and procured materials. If there is an increase in demand for Products beyond the forecasted amounts, Customer shall give Seller advance written notice, which shall take into account all applicable lead times to procure materials, and manufacture and deliver the 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’s orders and the applicable 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 utilised by Seller to build the tooling (including but not limited to any tooling for solder bearing leads, press fit pins and semiconductor 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. Customer shall be responsible for costs resulting from (l) requested alterations to tooling, (ll) 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 in writing 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.

Seller shall have the continuing right to review Customer's creditworthiness and financial condition, and Customer agrees to provide such financial information (including but not limited to Customer's latest audited financial statements) as may be reasonably requested by Seller for the purpose of such review. If (a) Customer fails to provide the requested financial information to Seller on a timely basis, (b) Customer is in default of its payment obligations or any other obligation, or (c) in Seller's sole opinion, Customer's creditworthiness or financial condition has become unsatisfactory, then Seller may, in its sole discretion and without prior notice, carry out one or more of the following: (i) require full or partial payment in advance as a condition for delivery; (ii) change or cancel any discount or credit which may have been granted to Customer; (iii) suspend, delay or cancel any delivery or performance of any other obligation by Seller; (iv) charge interest equal to the maximum amount allowed by the applicable law until Seller has received payment in full; (v) reject any purchase order or release schedule issued by or on behalf of Customer; (vi) require payment assurances such as a guarantee, letter of credit or security; or (vii) require any other remedial measure as may be satisfactory to Seller.

Seller shall not be liable for, and Customer shall hold Seller harmless from, any costs or losses resulting from or in connection with any measure taken by Seller as contemplated under sub-clauses (i) to (vii) in the preceding paragraph of this Clause 8. 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. **FORCE MAJEURE.** Seller shall not be liable for any failure or delay in performing any of its obligations if such failure or delay is directly or indirectly caused by a Force Majeure event. A "**Force Majeure**" event means any event or circumstance that is beyond the control of Seller including without limitation: (a) explosion, fire, flood, earthquake, severe weather or acts of God; (b) war, invasion, terrorism, sabotage, piracy, riot or other civil unrest; (c) laws, orders, restrictions, embargoes or blockages; (d) national or regional emergency; (e) nuclear, chemical or biological contamination; (f) disease or medical outbreaks, epidemics, pandemics or plagues; (g) injunctions, strikes, lockouts or other industrial disturbances; (h) delay by carrier, or inability to obtain or use the necessary transportation, infrastructure, energy, water or any public utility services; (i) delay, shortage, interruption or inability to obtain or use the necessary products, materials, resources or equipment; (j) cyberwarfare, ransomware or other cyberattacks; or (k) 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.

This Clause 9 shall act as a supplement to, and not as a substitution for, any legal or statutory rights or defences that Seller may have under the applicable law, and Seller may invoke the protection of this Clause 9 as well as the protection of any legal or statutory rights or defences available under the applicable law to excuse performance of Seller's obligations.

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 for a period of twelve (12) months 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 a Return Materials Authorisation ("**RMA**") 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 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) with 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 10 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) the Products have been damaged by neglect, improper installation, storage or maintenance, misuse, handling or operation of the Products by Customer or any third party or for other reasons not attributable to Seller; (ii) the Products have been submitted to abnormal conditions (including but not limited to mechanical, electrical or thermal conditions) during transportation, storage, installation or use; (iii) the Products are used for a purpose not defined in the agreed specifications or 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 tooling 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 authorisation.

THE WARRANTIES HEREIN ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR TERMS, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO WARRANTIES RELATING TO (W) EPIDEMIC FAILURE, (X) WHETHER THE PRODUCTS ARE MERCHANTABLE AND/OR OF SATISFACTORY QUALITY, (Y) FITNESS FOR A PARTICULAR PURPOSE, USE 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 Customer 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 LOWER OF: (A) TEN PERCENT (10%) OF THE TOTAL PURCHASE PRICE THAT SELLER HAS RECEIVED FROM CUSTOMER FOR THE 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 ENTERS INTO ANY 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 materials, components, equipment, or services from third parties named, appointed and/or directed by Customer ("**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 or delay of such third party to 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 (subject to any mandatory limitation period under the applicable law). Customer agrees that giving any notice or filing any claim outside of the prescribed timelines shall be deemed as a waiver of such notice or claim.
- 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 licence by any relevant authority under any applicable law or regulation, or is otherwise restricted or prohibited due to export or import control laws or regulations, Seller may suspend its delivery obligations and Customer's rights regarding such delivery until such licence is granted or for the duration of such restriction and/or prohibition, and Seller may even terminate any contract related to such Products, without incurring any liability towards Customer. Customer shall comply fully with all national and international laws, regulations, and embargoes relating to export controls and economic sanctions which are applicable to Seller (including but not limited to the following laws, regulations and embargoes, to the extent applicable: (a) the U.S. Arms Export Control Act, International Traffic in Arms Regulations, International Emergency Economic Powers Act, Trading with the Enemy Act, and the regulations, sanctions and embargoes administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), the U.S. Commerce Department, and the U.S. Department of Defense and/or other relevant authorities; and (b) the economic sanctions laws, regulations, and embargoes imposed by the United Nations Security Council, the European Union and its member states, and His Majesty's Treasury of the United Kingdom) (collectively, the "**Applicable Sanctions and Export Control Laws**").

Customer shall not directly or indirectly provide, sell, supply, export, re-export, import, lease, loan, consign, divert, transfer or otherwise dispose of any Products received from Seller to any party or destination or for any purpose, activity or use prohibited by the Applicable Sanctions and Export Control Laws without obtaining a prior licence, permit, authorisation or exemption from the relevant authorities. Customer shall promptly provide Seller with complete and accurate information and documentation as may be required by the relevant authorities for compliance with the Applicable Sanctions and Export Control Laws, including but not limited to the ECCN (Export Control Classification Number) and CCATS (Commodity Classification Automated Tracking System) number, and any relevant licence, permit, authorisation or exemption that is available to or may be relied upon by Customer. Customer shall ensure that all its business partners and customers who may receive any Products do not appear on any relevant official lists of persons denied export privileges or who are subject to export, trade or financial sanctions (including but not limited to the U.S. Treasury Department OFAC's Specially Designated Nationals And Blocked Persons List, the U.S. Department of Commerce Bureau of Industry and Security's Denied Persons List and Entity List, U.S. Department of State Directorate of Defense Trade Controls Debarred Parties Lists, the E.U. Consolidated List, and the U.K. Office of Financial Sanctions Implementation Consolidated List), and shall not directly or indirectly provide or agree to provide any Products to any party who appears on any such list, or who otherwise is a party with whom transactions are prohibited under Applicable Sanctions and Export Control Laws.

Customer represents, warrants and undertakes to Seller that all Products supplied by Seller to Customer are not intended to be used and shall not be used, directly or indirectly, for any military or defence purpose or in the production of any arms, weapons or defence technologies (including but not limited to nuclear, chemical or biological weapons or missile technology) (the "**No Restricted Use Warranty**"). Customer shall indemnify and hold Seller harmless against any damages, costs, losses and/or liabilities arising from Customer's breach of the No Restricted Use Warranty or for any violation by Customer of the Applicable Sanctions and Export Control Laws. Seller's right to supply certain Products to Customer is subject to and conditioned upon compliance with the Applicable Sanctions and Export Control Laws, and Seller shall have no liability to Customer or any other party for acting in a manner which Seller deems to be not in compliance with the Applicable Sanctions and Export Control Laws.

**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 reorganisation), 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. If Seller exercises its right to adjust prices in accordance with Clause 3 but Customer disputes such price adjustment, where the parties cannot reach an amicable resolution after a reasonable period of negotiations in good faith, Seller shall be entitled to terminate the contract in whole or in part, without any liability. 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) any provisions of these Terms which by their nature, whether express or implied, are intended to survive the expiry or termination 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.** 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 the 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 materials, semi-finished and finished inventories (purchased or on order), unpaid tools/automation, unamortised 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 reorganisation 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 service 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 24, 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 Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Center in accordance with the SHIAC arbitration rules ("**SHIAC Arbitration**") for the time being in force, which shall be seated in Shanghai, People's Republic of China. Notwithstanding anything else in these Terms to the contrary, if Seller exercises its right to opt for SHIAC Arbitration, the governing law of these Terms shall be the laws of the People's Republic of China.