

TERMS AND CONDITIONS OF PURCHASE ORDER

1. Acceptance Of Order.

1.1 Written acknowledgment or commencement of performance by Seller of this Order, whichever occurs first, shall constitute acceptance of this Order and all Buyer terms and conditions specified herein ("Terms") and on the face hereof, including any specifications, drawings or other documents as are incorporated by reference

1.2 In the event of conflict between the Terms and any other written agreement between the parties that specifically covers the same goods or services ("Separate Agreement"), the terms and conditions of the Separate Agreement shall prevail to the extent of such conflict. In the event of any conflict between the Terms and the terms on the face hereof, the terms on the face hereof will prevail. Notwithstanding the above, this Order and its Terms shall prevail over any differing or additional terms and conditions proposed by Seller and not contained in the Separate Agreement, including, without limitation, those contained in Seller's order acknowledgment or invoice.

1.3 If this Order has been issued by Buyer in response to an offer from Seller and if any of the terms herein are additional to or different from any terms of such offer, then the issuance of this Order by Buyer shall constitute an acceptance of such offer subject to the express conditions that Seller agrees to such additional and different Terms contained herein, and Seller shall be deemed to have so agreed unless Seller notifies Buyer to the contrary in writing within ten (10) days of receipt of this Order.

1.4 In the event that this Order is designated by Buyer as a blanket purchase order or scheduling order, as indicated on the face hereof, Buyer shall have an option, but not the obligation, to procure up to the quantity of Products, Services and/or Software (defined below) and described on the face hereof at the pricing and during the time period specified by providing separate subsequent release orders to Seller. Each release shall be subject to the Terms hereof.

1.5 No modifications of this Order and its Terms shall be valid unless accepted in writing by Buyer's authorized representative.

1.6 Buyer may, at its sole discretion, use electronic information exchange as a substitution for conventional paper based order. For the avoidance of doubt, these Terms of Buyer shall continue to apply to the Order(s) that are placed via electronic information exchange.

2. Products, Services And Software; Prices.

2.1 Seller will sell to Buyer the products (the "Products"), provide to Buyer the services (the "Services") and/or license the software and user documentation (the "Software") as specified on the face of this Order. Seller will comply with the quantity and delivery requirements of this Order; however,

any forecasts or other information it may provide will not bind Buyer to Seller, and any expenditures or commitments by Seller in anticipation of Buyer's requirements will be at Seller's sole risk and expense.

2.2 Unless otherwise specified on the face hereof, any Software being procured under this Order is being licensed and not sold, and accordingly, the words "purchase," "sold," or similar or derivative words are understood and agreed to mean "license". Seller grants to Buyer a transferable, perpetual, nonexclusive, royalty-free, fully paid-up, worldwide license (the "License") to install reproduce and use the Software for internal use directly or as integrated into Buyer's products subject to the terms of this Order. In the event that Buyer is obtaining a license for source code of any of the Software, in order for Buyer to obtain compatibility with other independently created software programs, Buyer has the right to revise, disassemble, reengineer, decompile or otherwise alter the Software to the extent necessary for interoperability or increased functionality. Seller also grants to Buyer a non-exclusive, royalty-free, worldwide license to use, import, distribute and offer for sale any copies of the software purchased that remain in the original shrink-wrapped packing. If goods include documentation, Seller grants to Buyer a non-exclusive, royalty-free, worldwide license to use, reproduce, distribute and prepare derivative works in Buyers name all documentation furnished by Seller. Buyer may reproduce such documentation without Seller's logo or other identification of source, subject to affixing copyright notices to all copies of documentation and Seller hereby waives and shall cause to be waived all applicable moral rights with respect to such documentation. These rights with respect to software and documentation shall extend to (a) third parties to use and reproduce the goods for Buyer's internal use; and (b) third-party channels of distribution.

2.3 Seller agrees that the price(s) set forth on the face of this Order is firm, and is not subject to increase. Further, the price(s) are exclusive of freight charges, duty and applicable sales and use taxes, but are inclusive of all other charges including any charges for labeling, packing and crating, any finishing or inspecting fees, any applicable royalties, and all other taxes. However, Buyer will have no liability for any tax for which it has an appropriate exemption.

2.4 Further, by accepting this Order, Seller represents that the price(s) to be charged for any Product, Service or Software is not in excess of the price charged to other customers for a Product, Service or Software that is either identical or has substantially the same functionality, components and feature sets and are perceived or marketed as a competing product, service or software. In the event more favorable terms are granted, or in the event of a general price decrease with respect to any Product, Service or Software, Seller will notify Buyer and the more favorable terms or price will apply to all such Products, Services or Software not yet delivered to Buyer as of the date of such grant or decrease.

2.5 Where the price of the Goods or Services ordered is to be determined wholly or partly on the basis of Seller's cost, Seller agrees to keep and maintain satisfactory records of its costs in accordance with sound accounting practice for Buyer or its agent's inspection.

2.6 Time for computing discounts shall begin from the later of the dates on final acceptance of conforming Goods and Services or receipt of a current invoice. Payment shall be deemed to be made on the date Buyer's cheque is mailed or when telegraphic transfer is made.

3. Invoices And Payment.

3.1 Invoices shall be itemized, submitted in duplicate and contain the following information: PO number or Document number on the face hereof, bill to company name/address, tax identification, ship to company name/address, invoice date, item number, description of goods and services, sizes, quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. Payment of an invoice shall not constitute acceptance of any Products, Services or Software and shall be subject to adjustment for errors, overcharges, shortages or defects in the Products, Services or Software, or other failure of Seller to meet the requirements of the Order. Payment will be due as stated on the face hereof, but not prior to Buyer's acceptance of the Product, Service or Software. All payment will be made in the currency as specified in the face of the Order; if no such currency is specified, all payments will be made in the U.S. currency.

3.2 Buyer, without liability to Seller, may deduct from any amounts due to Seller, any amounts owed to Buyer or any of Buyer's affiliates by Seller or any of Seller's affiliates under this Order or otherwise, and may withhold any payment without penalty to Buyer if Seller owes any amount of money to Buyer or Buyer's affiliates.

3.3 Where any tax included was not required, Seller shall notify Buyer and promptly take all necessary and proper steps to procure a refund and, when received, to pay it to Buyer forthwith. Buyer is entitled to withhold from payments to Seller any taxes that Buyer is required to withhold under any applicable law. Buyer shall provide Seller with a certificate from the applicable tax authorities to evidence such tax payment.

3.4 In accepting this Order, Seller affirms that there are no prior defaults with regard to any previously issued Order.

4. Delivery; Acceptance And Packaging.

4.1 TIME IS OF THE ESSENCE UNDER THIS ORDER. Delivery will not be deemed to be complete until the Products, Services or Software have been accepted by Buyer. If delivery is not completed by the delivery date on the face hereof ("Delivery Date"), Buyer may, without liability, in addition to its other rights and remedies, cancel the Order in whole or in part.

4.2 Buyer may refuse to accept early deliveries and may return them at Seller's risk and expense, after which they will be redelivered only upon Buyer's instructions, or may store them at Seller's risk and expense and delay processing the corresponding invoice until the Delivery Date.

4.3 If it appears that Seller will not meet the Delivery Date, Seller will (i) immediately notify Buyer and (ii) ship by air freight or other expedited routing, at Seller's expense, if and in the manner requested by Buyer. If only a portion of the Products are available for shipment to meet the Delivery Date, Seller will notify Buyer and ship the available Products unless otherwise directed by Buyer. Acceptance by Buyer of late performance shall not waive Buyer's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller. Buyer may return any unauthorized undershipment or any overshipment at Seller's risk and expense.

4.4 In the event that Buyer notifies Seller of any rejection of any Product, Service or Software, Seller shall, at Buyer's option, refund Buyer for payment of the Products, Services and/or Software. Acceptance of any Products, Services and/or Services shall in no way release Seller of any of its obligations hereunder (warranty or otherwise) or to which Buyer may be entitled at law or in equity.

4.5 Seller shall deliver the exact quantities as stipulated in this order, failing which, Seller shall be liable for all risks, loss and damage Buyer may suffer as a result of such non-compliance.

4.6 Seller shall handle, pack and package the Products in conformance with good commercial practice, Buyer specifications, government regulations (including those applicable to chemicals and hazardous materials) and other applicable requirements. Unless otherwise expressly agreed in writing, no charge shall be allowed for packing, crating, freight, express charges, cartage, containers or storage. Seller shall be responsible for any loss or damage due to its failure to handle, pack and package the goods in a proper and lawful manner. Seller shall ensure that all shipments include order number and a packing slip stating the exact quantity and description of the Products consistent with the information on Seller's invoice.

5. Shipments.

5.1 Unless otherwise specifically provided on the face of this Order, shipments are DDP (as defined in Incoterms 2000) at Buyer's ship-to location ("Destination"). Title shall pass to Buyer upon acceptance of Products and Software at Destination.

5.2 Shipments will be made by the carrier and method specified in this Order. If the face of this Order specifies that a shipment is EXW or FCA (as defined in Incoterms 2000), Buyer will be responsible for freight charges to the destination designated on the face hereof. Any costs incurred by Buyer as a result of Seller's failure to comply with Buyer's routing instructions shall be borne by Seller.

5.3 For all shipments which are made by vessel into the United States of America, U.S. Customs and Border Protection requires that an Importer Security Filing (ISF) be filed no later than 24 hours before the cargo is laden aboard the vessel at the foreign port (see 19 C.F.R. §149.2). For DDP shipments made pursuant to this Order, it is the responsibility of the Seller to file the ISF

6. Inspection.

6.1 Seller will permit, and cause its subcontractors to permit, Buyer, its direct or indirect customers, their respective representatives and any government representatives ("Representatives") to witness and inspect Products or Services and any or all stages of their production or testing at any time at the facilities of Seller or any of its subcontractors. Seller will furnish, or cause to be furnished, without charge, all reasonable facilities and assistance for the safety and convenience of such persons in the performance of their duty.

6.2 All Products and Services are subject to inspection and acceptance at Destination, notwithstanding any prior payments or inspection.

6.3 Buyer may reject an entire lot based upon a sampling or inspect all units of the lot. Any such lot may be returned to Seller for one hundred percent (100%) retesting at Seller's cost. After the retesting, the lot may be reinspected by Buyer. Buyer's acceptance is always conditional; Buyer may later reject Products or Services that exhibit or develop defects.

6.4 This paragraph shall not limit Buyer's rights or Seller's obligations under any other provision of this order or in law or equity. If an acceptable quality level (including but not limited to the any specification or other performance criteria agreed upon) or a statement of work has been agreed upon when placing the Order, the quality specifications of Buyer contained therein shall be applicable in addition to these Term.

7. Warranty.

7.1 Seller represents, warrants and covenants that (a) the Products, Services and Software shall: (a) be new and free from defects in workmanship, material, manufacture, and design and shall be free and clear of all liens, claims, encumbrances and other restrictions; (b) conform to specifications, any statements in documentation and packaging, and any approved samples; (c) be merchantable, fit for the particular purpose and sufficient for the use intended by Buyer. Seller further warrants that the purchase, sale, performance or license of the Products, Services and Software shall in no way infringe or otherwise violate any copyright, trade secret, trademark, patent or other proprietary right of any third party. Additionally, Seller represents, warrants and covenants that Software: (e) is free from any programming errors; and (f) does not contain any malicious code, program or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy or alter any computer program, firmware or hardware or which could, in any manner, reveal, damage, destroy, or alter any data or other information accessed through or processed by the Software in any manner. The warranties set forth as sections (e) and (f) shall not be affected by Buyer's modification of the Software, including source code, so long as Seller can discharge any warranty obligations notwithstanding such modifications or following their removal by Buyer. The foregoing warranties are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by Buyer. Buyer's approval of Seller's material or design shall not

relieve Seller of the warranties set forth herein. Seller's warranty shall be effective for a period of time as set forth on the face of this Order, or if no such period is stated, for two (2) years from the date of Buyer's acceptance. This warranty shall run to Buyer's customers and users of its products.

7.2 If any Product, Service or Software (including any rejected lot) does not conform to all requirements of this Order ("Noncomplying Product"), Buyer may, at its option, (i) require Seller to deliver replacement or repaired Products or Software or conforming Services to Buyer no later than ten (10) days after Buyer's notice of noncompliance or (ii) repair or replace the Noncomplying Product and recover from Seller Buyer's reasonable expenses of same (and Seller hereby grants Buyer and its designees all rights, and agrees to provide all information and technical data, necessary for any such repair). Repaired or replacement Products will be warranted by Seller for the longer of (i) five (5) years from delivery to Buyer or (ii) the remainder of the original warranty period.

Without limiting any other rights of Buyer, if Products and Services do not conform with Buyer's specifications and are reworked by Buyer, such rework is at Seller's expense. Seller shall make payment of such rework costs within fifteen (15) days of receipt of Buyer's invoice.

7.3 Seller warrants that the Products purchased by Buyer for processing, storage, or handling of wafers, reticles, masks, integrated circuits, optoelectronic components, circuit boards, items with electronic circuitry such as computer or equipment lock-up or other Electrostatic Discharge ("ESD") sensitive items do not and would not create static charge and discharge which can lead to premature failure of Buyer's system's ESD sensitive items or electrical malfunctioning of equipment which may be either owned by Buyer or used by Buyer in the processing and/or testing of Buyer's products.

7.4 In the event either party becomes aware that a hazard may exist in any Product and the defect is capable of causing death or bodily injury to any person or property damage ("Hazard"), that party shall immediately notify the other party. Seller shall be responsible for any and all costs associated with a Hazard including the cost of affecting a recall of the Product, including but not limited to the reasonable out-of-pocket costs to Buyer.

8. Changes And Cancellations.

8.1 Buyer may reschedule Delivery Dates, change Destinations, make any other changes (including changes to designs and specifications) with respect to this Order (Change Notification), or may cancel this Order, in whole or in part, at any time prior to delivery and acceptance by notice to Seller. Changes as proposed by Buyer shall be deemed accepted, if Seller does not object to such changes within three (3) working days giving substantiated reasons for such objection and Seller agrees to subsequently implement such changes within fifteen (15) working days from receipt of the Change Notification.

8.2 If any change by Buyer causes an increase or decrease in the cost of or the time required for performance of this Order, an equitable adjustment, as reasonably determined by Buyer, will be made to the Order price or delivery schedule, or both, and the Order will be modified in writing accordingly.

Otherwise, Buyer's sole liability with respect to changes or cancellation will be to reimburse Seller for the actual, reasonable and substantiated costs incurred by Seller as a direct result of the change or cancellation that Seller cannot recover either by shipping the Products to other customers within a reasonable time or by exercising other mitigation measures in a commercially reasonable manner. If so directed by Buyer, Seller will deliver to Buyer or its designee all materials, work in process or completed items with respect to such Products and Services. Seller will not make any changes in material, process or design with respect to any Products or Services.

9. Indemnity.

9.1 SELLER WILL FULLY INDEMNIFY, DEFEND AND HOLD BUYER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, COSTS OR EXPENSES (INCLUDING SETTLEMENT COSTS AND ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") ARISING OUT OF OR RELATED TO: (A) ANY CLAIM THAT THE PRODUCTS, SERVICES OR SOFTWARE INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER PROPRIETARY OR INTELLECTUAL PROPERTY RIGHT; (B) SELLER'S NEGLIGENCE OR SELLER'S PERFORMANCE OF, OR FAILURE TO PERFORM, ANY OF SELLER'S OBLIGATIONS; AND (C) ANY AND ALL CLAIMS BY OR ON BEHALF OF SELLER'S SUBCONTRACTORS, MATERIALMEN, SELLERS, EMPLOYEES OR AGENTS. THE FOREGOING OBLIGATIONS WILL APPLY REGARDLESS OF WHETHER THE LOSS IN QUESTION ARISES IN PART FROM ANY NEGLIGENT ACT OR OMISSION OF BUYER, FROM STRICT LIABILITY OF BUYER, OR OTHERWISE. SELLER WILL DEFEND THE CLAIM UTILIZING COUNSEL APPROVED BY BUYER. IN THE EVENT OF AN INFRINGEMENT CLAIM, SELLER WILL, AT SELLER'S EXPENSE: (A) IMMEDIATELY OBTAIN THE RIGHT FOR BUYER TO CONTINUE TO USE THE PRODUCTS, SERVICES OR SOFTWARE, OR (B) MODIFY THE PRODUCTS OR SERVICES SO AS TO RELIEVE THE PURPORTED INFRINGEMENT WHILE STILL COMPLYING WITH ALL THE REQUIREMENTS OF THIS ORDER. FOR PURPOSES OF THIS SECTION THE TERM "BUYER" ALSO INCLUDES BUYER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS.

9.2 SELLER SHALL FURTHER INDEMNIFY BUYER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND CUSTOMERS AGAINST ANY LIABILITY FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE CAUSED BY THE PRODUCTS OR SERVICES PERFORMED BY SELLER, WHETHER PERFORMED ON THE PREMISES OF SELLER OR BUYER OR ELSEWHERE.

9.3 Seller shall carry and maintain insurance coverage satisfactory to Buyer to cover Seller's obligations set forth in subparagraph (a) above, and upon Buyer's request, shall furnish Buyer with evidence of such insurance in a form satisfactory to Buyer.

10. Non-Disclosure Of Confidential Information.

The existence and terms of this Order; any data, specifications, drawings, technology or other information or materials that relate to the business, technology, prospects, financial condition or other

proprietary or confidential information of Buyer which Seller may obtain from Buyer or otherwise discover, and all Seller's information derived from or incorporating any of the foregoing shall be maintained by Seller as confidential using the same degree of care that Seller uses to protect its own confidential information or materials (but no less than reasonable care) and shall be used only for purposes of performing pursuant to this Order. Seller agrees not to use the name, logos or trademarks of Buyer or to quote the opinion of any Buyer employee in any advertising or otherwise without obtaining the prior written consent of Buyer. Absent a formal written agreement to the contrary, all data, specifications, drawings, technology, and other information or materials supplied to Buyer by Seller will be provided to Buyer on a non-confidential basis and may be used and/or disclosed by Buyer without restriction.

11. Buyer Property; Intellectual Property Rights.

11.1 All tools, specifications, designs, or other property furnished to or paid for by Buyer in connection with this Order ("Buyer Property"), shall (a) be and remain Buyer's property, marked as such and kept segregated from other property; (b) be used only by Seller and only in performance of this Order, (c) not be moved from Seller's premises without Buyer's written consent, (d) not be affixed to real property, (e) be kept free of all liens, claims, encumbrances, and restrictions, and (f) not be modified or altered by Seller or any other person. Seller will bear all risk of loss or damage to Buyer Property and Seller shall insure Buyer Property at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer until it is returned to Buyer. Upon Buyer request Seller will ship at Seller's expense all Buyer Property in good condition, ordinary wear and tear excepted, DDP (as defined in Incoterms 2000) to Buyer's ship-to location ("Destination"). Seller waives any legal or equitable rights or claims in connection with Buyer Property.

11.2 Seller hereby assigns (and agrees to cause to be assigned) to Buyer, as a work-for-hire, all rights, title and interest in and to any and all intellectual property rights with respect to all writings, software, drawings, designs, expressions of ideas, or other copyrightable material, mask works, inventions, improvements, developments and discoveries (collectively referred to as the "Ideas") made, conceived or reduced to practice by Seller solely or in collaboration with others during the course of performance of this Order are the sole property of Buyer, Seller further agrees to assist Buyer, at Buyer's expense, to enable Buyer to obtain, perfect, defend, and enforce its rights in and to all such Ideas, and in the execution of all applications, specifications, assignments, and all other instruments which Buyer shall deem necessary in order to apply for and obtain copyright protection, mask work registration and/or patent protection.

12. Limitation Of Buyer's Liability.

IN NO EVENT SHALL BUYER BE LIABLE FOR ANTICIPATED OR LOST PROFITS OR FOR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. BUYER'S TOTAL LIABILITY ON ANY CLAIM OF

ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THIS ORDER OR FROM THE PERFORMANCE OR BREACH THEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE GOODS OR SERVICES OR UNIT THEREOF WHICH GIVES RISE TO THE CLAIM. BUYER EXPLICITLY REJECTS, AND SHALL NOT BE LIABLE FOR, ANY CANCELLATION CHARGES, LATE FEES, PENALTIES, OR LIQUIDATED DAMAGES.

13. Compliance With Laws.

13.1 Seller shall comply with all federal, state, local and governmental agency laws, ordinances, rules and regulations in the manufacture and sale of the goods and in the performance of services covered in this Order. In addition, Seller shall comply with the Export Control Laws and regulations of the United States and any amendments thereof. While Seller is on Buyer 's premises, Seller shall comply with Buyer 's site policies, procedures, and programs relevant to Seller's provision of goods and/or services.

13.2 Supplier will comply with all Foundry environmental, health, safety, and security (including without limitation electronic information security) policies, procedures, and programs applicable to the services performed and which have been communicated to Supplier. Suppliers performing work on Foundry property are responsible for obtaining a copy of the current version of Foundry's environmental, health & safety procedures (or handbook, as applicable) for contractors for the relevant Foundry site and/or shall ensure that it's employees, agents and subcontractors complete all environmental, health & safety training required by Foundry (as applicable). Supplier shall ensure , that its employees, agents, and subcontractors understand and comply with all applicable Foundry policies, procedures, and programs.

13.3 Electronic Industry Citizenship Coalition (EICC) Code of Conduct.

Suppliers will familiarize themselves with the EICC Electronic Industry Citizenship Coalition (EICC) Code of Conduct (the EICC Code). The EICC Code provides guidelines for performance and compliance with critical corporate social responsibility policies. Supplier will comply with all elements of the Electronic Industry Citizenship Coalition (EICC) Code of Conduct in its current version. Supplier shall ensure, that its employees, agents, and subcontractors understand and comply with the EICC Code.

14. Government Contracts.

If the Products, Services or Software are to be used by Buyer in the performance of a government contract or subcontract, those clauses of the applicable government procurement regulations (including Executive Orders promulgated there under) that are required by federal law to be included in government contracts or subcontracts will be deemed to apply to this Order and will be incorporated by reference. The clauses so incorporated applying to Seller, as though Seller were a prime contractor, will be interpreted in such manner as will enable Buyer to meet its obligations arising out of the government contract or subcontract.

15. General Provisions.

15.1 Seller shall not assign any of its right or obligation under this Order (including the right to receive monies due hereunder), nor subcontract any of the work to be performed by Seller hereunder, without the prior written consent of Buyer, and any purported assignment without such consent shall be void. Subject to the foregoing, this Order will bind and inure to the benefit of the parties and their respective successors and permitted assigns. Buyer may assign this Order at any time upon notice to Seller.

15.2 The failure of Buyer to enforce at any time any of the provisions of this Order, to exercise any election or option provided herein, or to require at any time performance by Seller of any of the provisions herewith shall in no way be construed to be a waiver of any such provisions, or the right of Buyer thereafter to enforce each and every such provision.

15.3 Seller warrants that it has not offered or given and will not offer or give to any employee, agent or representative of Buyer any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance of this Order or any contracts with Buyer.

15.4 Seller and Buyer are independent contractors; neither is an agent or employee of the other or has any authority to assume or create any obligation or liability of any kind on behalf of the other.

15.5 Any provision of this Order that is invalid or unenforceable under applicable laws with respect to a particular party or circumstance will be severed from this Order with respect to such party or circumstance without invalidating the remainder of this Order or the application of such provision to other persons or circumstances. The term "including" means "including without limitation". The headings used in his Order have no legal effect.

16. Applicable Law, Consent to Jurisdiction and Waiver of Jury Trial.

The Order and all disputes arising out of or related to the Order shall be construed in accordance with and governed by the laws of the State of New York excluding the United Nations Convention on Contracts for the International Sale of Goods. Services and Software provided hereunder shall be deemed to be "goods" within the meaning of the New York Uniform Commercial Code. The Parties agree that all actions or proceedings arising in connection with this Order shall be brought and litigated exclusively in the United States District Court for the Southern District of New York, or if there is no jurisdiction in such court, then in a state court in New York County. EACH PARTY WAIVES ITS RIGHTS TO A JURY TRIAL, IF ANY, OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS ORDER OR THE SUBJECT MATTER HEREOF.

17. Import/Export Requirements.

17.1 Seller agrees to comply with all applicable international and national export laws that apply to the Product, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the U.S. and other governments.

17.2 The following requirement applies to shipments from the United States. The United States Foreign Trade Regulations (15 CFR Part 30) ("FTR") require the submission of an export declaration for most shipments. Under the FTR, this declaration is referred to as the "EEI", which is submitted on the U.S. Government's Automated Entry System (AES). For purposes of the EEI/AES filing obligations, Seller agrees to act as the U.S. Principal Party in Interest (USPPI) and shall prepare and file the EEI as required by applicable U.S. laws and regulations. Seller agrees to prepare and file the EEI even in those cases in which the shipment is performed by a freight forwarder or courier service directed by Buyer.

18. Disputes; Default; Remedies; Attorney's Fees; Survival.

18.1 Notwithstanding anything to the contrary in this Order, in the event (a) Seller fails to comply with any of the terms and conditions herein, (b) Seller fails to provide Buyer, upon request, with reasonable assurances of performance, or (c) Seller makes an assignment for the benefit of its creditors, a receiver is appointed for Seller, or any bankruptcy or insolvency proceedings are instituted by or against Seller, Buyer may (x) consider the same a breach of contract by Seller, (y) terminate this Order in whole or in part, without any liability or obligations to Seller, and (z) obtain products or services similar to the Products or Services upon such terms and in such manner as Buyer reasonably deems appropriate, and Seller will reimburse Buyer upon demand for all additional costs, direct or indirect, incurred by Buyer in procuring same.

18.2 Except as may be otherwise provided in this Order or any agreement, the rights or remedies of Buyer hereunder are not exclusive, and Buyer shall be entitled alternatively or cumulatively, subject to the other provisions of this Order, to damages for breach, to an order requiring specific performance or to any other remedy available at law or in equity. Termination of this Order will not affect any of the parties' rights or obligations that are either (i) vested as of such date or (ii) intended by the parties to survive termination, including Sections 7, 9, 10, 11, 12, 15, 16, and 18.

19. Industrial Waste Management

Seller understands that waste, including toxic industrial waste and dangerous substance, in the form of solid, liquid and/or gas, may be produced in the course of and/or is the waste product of Buyer's business ("Industrial Waste"). Seller acknowledges that there are statutes and regulations in Singapore which govern the transportation, collection, disposal, removal, storage or importation of Industrial Waste ("Statutes and Regulations"). Seller hereby undertakes that it will comply with all Statutes and Regulations and that it will obtain all requisite licenses in connection to the transportation, collection,

disposal, removal, storage or importation of Industrial Waste where applicable, failing which, Seller shall indemnify Buyer against all damages, losses and expenses arising out of or in connection to such non-compliance.

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