

ADDITIONAL PURCHASE TERMS AND CONDITIONS

TAXES. Seller's price includes all sovereign, state and local sales, use, excise, value added, privilege, payroll, occupational and any other taxes, fees, or duties applicable to the products or services. Unless prohibited by law, Seller will separately indicate on its invoices any taxes imposed on the sale or delivery of products or services. Seller shall remit all taxes paid by Buyer to the appropriate taxing authority. Upon Buyer's request, Seller will provide written evidence that Seller is properly licensed to collect the taxes paid by Buyer. Seller shall ensure that if any value-added or similar tax is applicable, that it is invoiced in accordance with the applicable rules so as to allow the Buyer to reclaim that value-added or similar tax from the appropriate government authority. Neither party is responsible for taxes on the other party's income or the income of the other party's personnel or subcontractors. If the Buyer is required by government regulation to withhold taxes for which the Seller is responsible, Buyer will deduct such withholding tax from payment to Seller and provide to Seller a valid tax receipt in Seller's name. If Seller is exempt from such withholding taxes as a result of a tax treaty or other regime, Seller shall provide to Buyer a valid tax treaty residency certificate or other tax exemption certificate at a minimum of 30 days prior to payment being due.

PACKAGING. Seller shall be responsible at his own expense for the safe and suitable packaging and labeling of the products. Packing, preservation, labeling and marking will be in accordance with the specification drawing or as specified in the Order, or if not specified, the best commercially accepted practice, consistent with applicable law. The gross and net weight, shipping address, mode of packing, and in case of over-dimensional shipment the hook-points and stacking ability shall be marked on the packing. Each shipment made by Seller shall include a packing list containing, if applicable, the purchase order number, Buyer's product identification and part number, quantity shipped, date of shipment, country of origin, product gross and net weight, product dimensions, composition by box or other packaging unit, quantity of boxes or other packaging units and quantities missing in relation to those stated on the Order and such other information as Buyer may reasonably request or is required by applicable law.

PRODUCT REGULATORY COMPLIANCE. Seller will perform at Seller's expense, at the request of Buyer, the type approval tests and meet and maintain the regulatory requirements as reasonably required by Buyer and as set forth in the Order, including certifications for the product obtained by Seller on the Buyer's behalf. All type approval and regulatory tests will be performed by testing houses certified by the applicable regulatory body, and Seller will provide all applicable type approval certificates to Buyer. Any failure of Seller to maintain such compliance will be deemed a material breach of this Agreement. Buyer will have the right, at its sole discretion, cost and expense, to conduct an audit of all of Seller's documents and records relevant to determine Seller's compliance with the obligations set forth in this Section. All such materials examined by Buyer pursuant to this provision will be subject to the confidentiality obligations herein. In the event such audit shows noncompliance, then in addition to paying any damages or submitting to any relevant equitable relief, Seller will pay the reasonable costs of such audit. Seller shall provide and maintain on file a Manufacturer's Declaration of Conformity attesting to product's compliance with EU RoHS and REACH environmental directives. This Declaration shall be made available within three months of the effective date of this Agreement. In addition to the above, Seller must also provide objective evidence of proof of conformance to applicable product environmental regulations such as EU RoHS, China RoHS, REACH, etc, and as specifically notified by Buyer within 14 days of receipt of request from Buyer. Seller will provide contact information for product environmental inquiries.

CASH DISCOUNT: If Buyer is entitled to a cash discount, the period of computation thereof will commence on the date of acceptance or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date on which an agreed adjustment of price is reached. If a cash discount is made part of the contract, but the invoice does not reflect the existence thereof, Buyer is entitled to a cash discount with the period commencing on the date Buyer determines that a cash discount applies.

COMPLIANCE WITH LAWS.

Seller represents, warrants, certifies and covenants that:

- (a) Seller will comply with all applicable national, EU, U.S., federal, state/provincial and local laws, rules, regulations and orders in performing its obligations under the Order, including without limitation, directives, laws, orders, and regulations dealing with environmental, health and safety, labor, equal employment opportunity, and protection of personal data;
- (b) Seller will take appropriate actions to provide a safe and healthy workplace, and to protect local environmental quality in all of its activities;
- (c) the products sold were or will be produced in compliance with any applicable labor standards;
- (d) each chemical substance constituting or contained in products is on the list of chemical substances compiled and published by: the European Inventory of

Existing Commercial Chemical Substances (EINECS) or the European List of Notified Chemical Substances (ELINCS); or any equivalent lists in any other jurisdictions to which the products will likely be shipped;

(e) products may be exported worldwide, including to countries that forbid the importation of products manufactured with child labor or with forced, indentured or convict labor. No products supplied have been or will be produced utilizing forced, indentured or convict labor, or utilizing the labor of persons in violation of the minimum working age law in the country of manufacture or in any jurisdiction in which services are provided, or in violation of minimum wage, hour of service, or overtime laws in the country of manufacture or provided services;

(f) no products contain: (i) any arsenic, asbestos, benzene, polychlorinated biphenyls (PCBs), carbon tetrachloride, lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB), polybrominated diphenyl ethers (PBDE); (ii) any other hazardous substances the use of which is restricted under EU Directive 2002/95/EC (27 January 2003) (RoHS Directive), as amended; (iii) any chemical restricted under the Montreal Protocol on ozone-depleting substances; or (iv) any other chemical the use of which is restricted in any other jurisdictions to which the product is likely to be shipped; unless Buyer expressly agrees otherwise in writing as an addendum hereto;

(g) to the extent that any products contain hazardous materials, Seller will provide all relevant information pursuant to applicable requirements in any other jurisdictions to which Buyer informs Seller the products are likely to be shipped;

(h) except as specifically listed by Seller in an Addendum hereto, none of the products are as "electrical or electronic equipment" under EU Directive 2002/96/EC (27 January 2003) (WEEE Directive), as amended, and Seller agrees to assume responsibility for: (i) taking back those products so listed in the future upon the request of Buyer and treating or otherwise managing them in accordance with the requirements of the WEEE Directive and applicable national implementing legislation; and (ii) taking back as of the date of the Order such used products currently owned by Buyer up to the number of new units being purchased by Buyer or to arrange with a third party to do so in accordance with all applicable requirements, with no additional charge to be sought by Seller and no additional payments to be due from Buyer for Seller's agreement to undertake these responsibilities;

(i) Seller will not pay, promise to pay or authorize the payment of any money or anything of value to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with the Order;

(j) Seller has established an effective program to ensure that the activities of any suppliers it utilizes to provide any products or services that will be incorporated into products or services supplied will be in conformance with the requirements of this section.

From time to time, at Buyer's request, Seller shall provide certificates to Buyer relating to compliance with any applicable legal requirements, including those listed above, or to update the certifications, representations and warranties in this section, in each case in form and substance satisfactory to Buyer; and

(k) It is understood that, where applicable, the Equal Opportunity Clause set forth in Section 60-1.4, Title 41, Code of Federal Regulations, Code of Federal Regulations: 41 CFR 60 (E.O. 11246; E.O. 11758 (Section 503 of the Rehabilitation Act); 38 U.S.C. 4212 Vietnam Era Veterans Readjustment Assistance Act ("VEVRA"), 48 CFR Section 52.222-35 (Equal Opportunity for Special Disable Veterans, Veterans of the Vietnam Era and Other Eligible Veterans); and 48 CFR Section 52.222-36 (Affirmative Action for Workers with Disabilities), as amended, which prohibit discrimination on the basis of race, color, religion, sex, national origin, disability or veterans status; and 29 CFR Part 470 (Payment of Union Dues or Fees) and other similar federal or state laws or regulations, are hereby incorporated by reference and made a part of this Order. Seller shall comply, when applicable, with these and other similar federal, state, or local laws or regulations. Seller agrees that for all orders in excess of \$10,000, the Equal Employment Opportunity Clause contained in the Buyer's Policy of Equal Opportunity Compliance Certification Procedures, as may be amended from time to time, is hereby incorporated by reference. For all orders in excess of \$50,000, Seller shall furnish the Buyer with a written Affirmative Action Compliance Program Certificate within 120 days of the date hereof. Seller agrees to execute Buyer's Equal Employment Opportunity Agreement and Certification, requested.

(l) When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, as well as set forth in Part 741, Subchapter C, Chapter VI, Title 20 of the Code of Federal Regulations.

SUPPLIER SECURITY AND CRISIS MANAGEMENT POLICY

Seller shall have and comply with a company security and crisis management policy, which policy shall be revised and maintained proactively and as may be requested by Buyer in anticipation of security and crisis risks relevant to Seller's business.

CUSTOMS AND TRADE

(a) Unless otherwise agreed by Buyer in writing, Buyer will not be a party to the importation of products. All purchases hereunder will be consummated subsequent to importation, prices will be inclusive of all duties and other costs of customs clearance and Seller will not cause or permit Buyer's name to be shown

as "importer of record" on any customs declaration. In any case where Buyer agrees to be the importer of record, Seller will provide all information needed to effect customs entry into each country into which the products are to be imported.

(b) Seller will provide such documentation and other assistance as Buyer may request to allow Buyer to claim drawback of duties and taxes on products or articles manufactured from products provided under the Order. Seller warrants that no sale will give rise to anti-dumping or countervailing duties under any applicable law.

(c) Seller will accurately and in accordance with the applicable trade and customs laws, indicate the country of origin of the products on the product, and, as appropriate, the packaging labels, the customs invoice and other applicable documentation. Without limiting the generality of the foregoing, Seller will provide long term supplier declarations and certificates of origin relating to such products within the meaning of the rules of origin of the NAFTA, EEA and other applicable preferential duty provisions, renew those annually and execute such other documents as may be necessary for Buyer to claim duty preference under any applicable programs. Seller shall provide Buyer with the export control classification number of its goods and shall maintain export records for at least six years.

DATA PRIVACY

Seller understands and agrees that Buyer may require Seller to provide certain personal data ("Seller Personal Data") such as the name, address, telephone number, and e-mail address of Seller's representatives in transactions, and that Buyer and its affiliates and their contractors may store such data in databases located and accessible globally by their personnel and use it for purposes reasonably related to the performance of this Agreement, including but not limited to supplier and payment administration. Seller agrees that it will comply with all legal requirements associated with transferring any Seller Personal Data to Buyer. Buyer will be the "Controller" of this data for legal purposes, and agrees not to share Seller Personal Data beyond Buyer, its affiliates and their contractors, and to use reasonable technical and organizational measures to ensure that Seller Personal Data is processed in conformity with applicable data protection laws.

PROVISIONS APPLICABLE TO PURCHASES IN EMEA (Europe, Middle East and Africa)

For all purchases of goods and services provided by Seller to Buyer in EMEA,

(a) Unless otherwise agreed in writing between parties, prices are: (i) stated in EUR; (ii) not subject to increase for the duration of the Order; and (iii) Ex Works Seller (Incoterms 2000). No extra charges of any kind will be allowed unless specifically agreed to by Buyer in writing.

(b) Unless otherwise stated on the face of the Order or agreed in writing, payment terms are net due 90 days from the Payment Start Date as defined below ("Due Date") plus the number of days between the Due Date and, if any, Buyer's next scheduled Normal Payment Date as defined below.

"Payment Start Date": the later of the required date identified on the Order, the received date of the goods and/or services in Buyer's receiving system, or the date of receipt of valid original invoice at the address indicated by Buyer

"Normal Payment Date": the regularly scheduled business day of the week or month on which Buyer makes payments pursuant to this article.

Unless otherwise stated on the face of the Order, Buyer shall be entitled, either directly or through an affiliated third party, to take an early payment reduction of 0.0333% of the gross invoice price for each day that actual payment precedes the Normal Payment Date. By way of examples, an early payment reduction of 2.5% would correspond to a payment made 75 days earlier than the Normal Payment Date and an early payment reduction 0.333% would correspond to a payment made 10 days earlier than the Normal Payment Date.

(c) The price must be stated exclusive turnover tax (VAT) which must be stated separately in accordance with the applicable VAT rules.

(d) Without prejudice to any other provision, Buyer may deduct from the price, any social security charges, contributions and taxed for which Buyer may be jointly and severally liable under the Wages and Salaries Tax and Social Security Contributions Act ("Wet Keten aansprakelijkheid"). Payment in that matter will fully discharge Buyer vis-à-vis Seller.

(e) Seller will grant access to Buyer, and, at Buyer's request, provide copies of any document justifying Seller's compliance with the RoHS Directive, WEEE directive, REACH Directive (EC 1907/2006), if applicable, and any other similar legislation, as may be amended.

(f) Governing Law shall be restated as follows. The Order shall in all respects be governed by and interpreted in accordance with the substantive law of the Netherlands, excluding its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Litigation may be brought only in the competent courts in the Netherlands. The parties submit to the jurisdiction of said courts, and waive any defense of forum non-convenience.

PROVISIONS APPLICABLE TO PURCHASES IN ASIA

(A) For all purchases of goods and services provided by Seller to Buyer in Asia, **Governing Law** shall be restated as follows. If the Buyer is a legal entity

organized and existing under the law of the People's Republic of China ("PRC law"), the Order shall be in all respects be governed by and interpreted in accordance with the laws of the Peoples Republic of China. Any dispute, controversy or claim arising out of or in connection with the Order shall be submitted to the Beijing Arbitration Commission (BAC) for arbitration in accordance with its Arbitration Rules in effect at the time of applying for arbitration

If the Buyer is a legal entity organized and existing under any non PRC law, the Order shall in all respects be governed by and interpreted in accordance with the laws of the Republic of Singapore, except for its choice of law provisions. Any dispute, controversy or claim arising out of or in connection with the Order, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by binding arbitration in Singapore in accordance with the arbitration rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated into this clause.

PROVISIONS APPLICABLE TO PURCHASES IN THE UNITED STATES

Seller shall have and comply with a company security and crisis management policy, which policy shall be revised and maintained proactively and as may be requested by Buyer in anticipation of security and crisis risks relevant to the Seller's business. To this end, Seller agrees that it will review the requirements of the Customs-Trade Partnership Against Terrorism ("C-TPAT") and that it will develop and implement a plan to enhance security procedures ("Security Improvement Plan") in accordance with the recommendations of Customs and Border Protection, as outlined at http://www.customs.gov/xp/cgov/import/commercial_enforcement/ctpat/, including such modifications thereto as may on occasion be prescribed by Customs and Border Protection. The Security Improvement Plan will include improvements in physical security, access control, procedural security, personal security, education and training awareness, and other areas, as appropriate. At a minimum, in addition to implementing Customs and Border Protection security recommendations, the Security Improvement Plan shall identify, and require Seller's management and employees to take, the measures necessary to do the following: (i) provide for the physical security of the people working on Seller's premises and others working for or on behalf of Seller; (ii) provide for the physical security of Seller's facilities and physical assets related to the performance of work, including, in particular, the protection of Seller's mission critical equipment and assets; (iii) protect from the loss of, misappropriation of, corruption of, and/or other damage to software related to the performance of work; (iv) protect from the loss of, misappropriation of, corruption of, and/or other damage to Buyer's and Seller's drawings, technical data, and other proprietary information related to the performance of work; (v) provide for the prompt recovery - including through preparation, adoption, and maintenance of a disaster recovery plan - of facilities, physical assets, software, drawings, technical data, other intellectual property, and the Seller's business operations in the event of a security breach, incident, crisis or other disruption of Seller's ability to use the necessary facilities, physical assets, software, drawings, technical data, or other intellectual property or to continue operations; and (vi) ensure the physical integrity and security of all shipments against the unauthorized introduction of harmful or dangerous materials.