













Purchaser in re-sourcing the work required to manufacture the products, as agreed to under the terms of this Order;

(v) for any termination of this Order for whatever reasons and as of the effective termination date, the Seller shall send immediately to the Purchaser, accompanied with evidence in documentary form, a status report regarding: (i) the Products completed, in stock in the Seller's premises; (ii) the Products in course of manufacture; (iii) if any, the stocks of raw material, parts, equipment, etc. purchased from third parties by the Seller for the purpose of performing the Orders so terminated; and (iv) the tools used by the Seller for the purpose of performing the Orders, and cease forthwith all operations relating to this Order in its facilities and in the facilities of its own Sellers and/or subcontractors; and terminate or transfer (as specified by the Purchaser) all sub-contracts and/or supply agreements and/or other operational agreements entered into by the Seller with any third party for the purpose of or in connection with this Order; and

(vi) use its best efforts to assist Purchaser in promptly identifying and establishing a qualified alternative source of supply.

## 11. Purchaser's Property

11a. Title to and the right to immediate possession of all tools, molds, dies, parts, supplies, jigs, fixtures, plans, drawings, specifications and all other equipment, materials and property that are furnished by Purchaser for Seller's use hereunder; or are procured, produced, manufactured or fabricated by Seller in connection with Seller's performance hereunder; or are in any manner paid for directly or indirectly by Purchaser (all of which is collectively referred to as "Purchaser's Property") shall at all times be and remain in Purchaser. Seller will ensure that at all times Purchaser's Property shall be and remain free and clear of any interest or claim on the part of Seller's creditors or other third parties. Seller waives any and all liens that it has or may acquire with respect to Purchaser's Property. Seller shall take all measures which Purchaser deems appropriate to perfect or evidence Purchaser's title to all Purchaser's Property, including without limitation executing and filing informational financing statements and other documents with respect thereto, and for such purpose, Seller hereby irrevocably appoints Purchaser as Seller's attorney-in-fact to execute all such documents in Seller's name and on Seller's behalf. Seller shall clearly mark or otherwise adequately identify all Purchaser's Property as belonging to Purchaser. Seller shall not transfer possession of any Purchaser's Property to any third party, or delegate or assign any of Purchaser's obligations with respect thereto, unless otherwise specifically agreed by Purchaser in writing.

11b. While any Purchaser's Property remains in Seller's possession, Seller shall at its sole expense maintain the same in good operating condition and repair and in compliance with all warranties contained herein. Seller shall be responsible for and shall bear all risk of loss or damage to all Purchaser's Property while in Seller's care, custody, possession or control, and shall insure such risks with full replacement value fire and extended coverage insurance reasonably satisfactory to Purchaser and include Purchaser as Loss Payee under Seller's Property Insurance Policy and provide waiver of subrogation in favor of Purchaser. All costs incurred by Seller to insure Purchaser's assets shall be at the expense of Seller, including the funding of all deductibles and/or self-insured retentions.

Unless otherwise agreed by Purchaser in writing, Seller will use all Purchaser's Property solely and exclusively to perform for Purchaser's benefit hereunder, and not for the benefit of any other party.

In the event that Purchaser's Property is used for any purpose prohibited by this paragraph, this Order shall be automatically terminated and Seller shall be responsible for any and all losses and damages caused, notwithstanding any criminal proceedings which may be brought.

11c. Seller, as a material part of the consideration hereunder, hereby assumes all risk of damage to property or injury to persons arising from its use of all Purchaser's Property. Seller shall indemnify Purchaser from and hold Purchaser harmless against any and all claims arising from Seller's use of all Purchaser's Property, including all attorney's fees, expenses and liabilities incurred in the defense or settlement of any such claims, and, in the event of any claim against Purchaser by an employee or agent of Seller, Seller's liability and indemnification obligation hereunder shall not be limited by any amount recoverable by such persons under worker's compensation or similar applicable law. Seller shall maintain such liability insurance with respect to its obligations under this paragraph, provide waiver of subrogation in favor of Purchaser and include Purchaser as Additional Insured under Seller's Liability Insurance Policy. Purchaser's insurance requirements are not a limitation of liability.

11d. Purchaser shall have the right to recover immediate possession of all Purchaser's Property at any time, with or without cause, and without any additional charge or fee being assessed to Purchaser by reason of such recovery. Upon Purchaser's request, Seller shall deliver all Purchaser's Property to Purchaser, FOB Seller's dock, in good condition and repair, normal wear and tear only excepted. Seller grants to Purchaser the unconditional right to enter upon Seller's premises during normal business hours upon twenty-four (24) hours' notice to recover Purchaser's Property.

## 12. Purchaser's Design

If the items or parts thereof, contracted for hereunder, are of Purchaser's design, the Purchaser retains title and ownership rights in such design and Seller shall not reproduce for others any such item or parts thereof without the prior written consent of Purchaser, nor shall Seller supply or disclose to others any information regarding such items or parts thereof, nor incorporate in other items or articles any special feature of design or manufacture, considered by Purchaser to be peculiar or unique to the items or parts thereof, contracted for hereunder, without such prior written consent.

## 13. Invention or Improvement

Any invention, improvement, and/or copyrightable works resulting from or arising out of performance by Seller or Seller's employees or agents under this Order, which performance has been funded by Purchaser, shall be the sole property of Purchaser and considered "works made for hire." To the extent any of the above may not constitute "works made for hire" under any local laws or for any other reasons, Seller hereby expressly assigns and agrees to assign its entire right and interest to such invention, improvement, and/or copyrightable works to Purchaser. Seller shall notify Purchaser promptly of any such invention, improvement, and/or copyrightable works within thirty (30) days of its conception, discovery or existence.

## 14. Payment Terms and Discount

14a. The payment terms governing this Order shall be shown on the face of this Order. The time in connection with any payment or discount offered Purchaser will be computed from the date of

the goods are received or services rendered, or from the date the correct invoice or voucher is received by Purchaser's Accounts Payable Department, plus Purchaser's receipt date of all accurate supporting documents required in Section 33a (i-xi), below, if the latter date is later than the aforesaid date of receipt. Purchaser may, at its election, choose not to utilize or enforce any applicable net term discount without such action being construed as a waiver of Purchaser's right to enforce such discount on future Orders. Payment will be the currency stated in the Order. All Orders may be subject to Evaluated Receipts Settlement (ERS) settlement. Should Seller prefer an alternate method, the Parties must discuss and agree to such an alternative in a written agreement. Paper invoices will be assessed a processing fee of \$10.00 per invoice to be billed periodically by TE to the Seller and reduced from the next payment. Paper invoices will only be accepted where local regulations do not allow self-billing (e.g. ERS or Consignment) or electronic invoicing.

14b. Purchaser shall not be liable for, and Seller shall waive its right to claim payment of, any fees, costs, taxes and expenses arising out of this Order for which Purchaser does not receive an invoice within ninety (90) days after the date such invoice should have been provided to TE in accordance with this Section 14.

#### 15. Set Off

Any monies due Seller by Purchaser for any items furnished hereunder may, at Purchaser's option, be applied to the payment of any sums owing by Seller to Purchaser.

#### 16. Assignment and Delegation

Seller may not assign, subcontract, pledge, or in any manner encumber Seller's rights under this Order or delegate its performance hereunder without Purchaser's written permission. Seller shall be responsible to Purchaser for all work, as defined in this Order, performed by Seller's subcontractors at any tier.

#### 17. Changes/Stop Work Order

Purchaser may, at any time, by written notice make changes within the general scope of this Order in the specifications, designs, drawings, quantity ordered, methods of shipment, packaging, or place or time of delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work under this Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and this Order shall be modified in writing accordingly. Any claim by Seller for an adjustment must be made in writing within thirty (30) days of the receipt of any such notice. Nothing contained herein shall relieve Seller from proceeding without delay to perform this Order as changed.

#### 18. Obsolescence, Diminishing Sources, and Discontinued Products

18a. Upon determination by the Seller, that a process/component required in the delivery of the item(s) ordered hereunder is unavailable, through no fault of Seller, during the performance of this Order due to obsolescence or diminishing sources, or that such process/component is discontinued, Seller shall immediately notify the Purchaser of this condition or intention. The Seller shall immediately define the shortage or pending obsolescence/discontinuance by providing the Purchaser with (a) satisfactory evidence that its best efforts were made to obtain the affected parts

required to meet current contractual requirements and that Seller initiated preliminary investigation of alternate parts (i.e. parts that are technically and physically compatible with hardware design); (b) identify / propose any potential third party Seller capable of supplying enough parts in the current year to meet the total contractual requirements; and (c) offer Purchaser an opportunity for a life-time buy of the affected product beyond the current contractual requirement, to include price and availability information. The forgoing is in addition to Seller's other obligations pursuant to this Order and shall in no event relieve Seller from any liability to Purchaser for any damages arising as a result of any failure by Seller to fully comply with the terms of this Order.

18b. If, there are insufficient parts to meet current contractual requirements, the Purchaser may, in addition to any other rights and remedies available to it under this Order or applicable law take one or more of the following actions: (a) assist Seller with the procurement from a third party Seller of enough parts to meet current contractual requirements; (b) authorize the procurement of the life-time buy parts; or (c) terminate this order for default.

18c. Seller acknowledges and agrees that a consistent and reliable source of supply is of utmost importance to Purchaser. Seller further acknowledges that it has been selected by Purchaser in part due to Seller's willingness to maintain a reliable and consistent source of supply to Seller for the product ordered hereunder. Therefore, Seller covenants and agrees, by accepting this Order, to use its best efforts to maintain the ability to fulfill future orders placed by Purchaser for any of the products subject to this Order for a period of at least twelve months following the last delivery date specified under this Order. If Seller anticipates any difficulty in meeting Purchaser's demand for any such product during such twelve month period (based on forecasts submitted by Purchaser, whether binding or otherwise, or, if no such forecasts are available, then based on Purchaser's purchasing history of the applicable product for the past two years), then Seller shall immediately provide written notice of any such anticipated difficulty and shall use best efforts to remediate such difficulty to ensure an uninterrupted source of supply for Purchaser. Seller acknowledges that this provision is a material term of this Order, and shall defend, indemnify and hold harmless Purchaser from and against any and all losses, costs, expenses, claims and damages related to or arising out of Seller's failure to fully comply with this provision.

## 19. Termination

19a. In addition to all of the other rights which Purchaser may have to cancel this Order, Purchaser shall have the further right, without assigning any reason therefore, to terminate any work hereunder, in whole or in part, at any time. Purchaser will not be liable to Seller for any costs for completed items, items in process or materials acquired or contracted for, if such costs were incurred more than the permitted number of days prior to the delivery dates as stated on the face of this Order or, if none is stated, thirty (30) days. If Purchaser cancels this Order within such time as specified on the face of this Order or, if none is stated, thirty (30) days, and if the parties cannot agree within a reasonable time upon the amount of fair compensation to Seller for such termination: (a) Purchaser will pay the contract price for all items reasonably completed in accordance with this Order and not previously paid for unless said item(s) is part of Seller's standard commercial items, and (b) Purchaser will pay a fair and proper proportion of the contract price for items in process and for all materials acquired or contracted for within the time specified on the face of this Order for the purpose of fulfilling this Order which Seller is unable to cancel, return or otherwise use in Seller's operations. Should Purchaser so desire, cancellation charges

shall be subject to Purchaser's audit at Purchaser's expense.

19b. Purchaser's ability to terminate this Order for cause shall be immediate and without prior written notice, in the event of any of the following by Seller: (i) a breach of any covenant, representation or warranty hereunder; (ii) in the event of (a) any change in the active management or ownership of Seller or (b) the sale, transfer or other disposition of all or substantially all of the assets of Seller or any affiliate, division or unit of Seller, either of which Purchaser, in its sole discretion, believes may have an adverse effect on Seller's ability to fulfill its obligations under this Order; or (iii) (a) any proceeding in bankruptcy, reorganization or arrangement for the appointment of a receiver or trustee to take possession of Seller's assets or any other proceeding under any law for relief from creditors shall be instituted by or against Seller (and such proceeding is not dismissed within sixty (60) days from the filing date); or (b) if Seller shall make an assignment for the benefit of its creditors.

## 20. Indemnification/Insurance

In the event Seller, its employees, agents, subcontractors and/or lower-tier subcontractors enter premises occupied by or under the control of Purchaser in the performance of this Order, Seller agrees that it will indemnify and hold harmless Purchaser, its officers and employees from any loss, costs, damage, expense or liability by reason of property damage, including, but not limited to, theft, or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry. Seller, its subcontractors and lower-tier subcontractors shall produce and maintain workers' compensation, comprehensive general liability, bodily injury and property damage insurance in reasonable amounts, and such other insurance as Purchaser may require and shall comply with all site requirements. Seller shall provide Purchaser thirty (30) days' advance written notice prior to the effective date of any cancellation or change in the term or coverage of any Seller required insurance. If requested, Seller shall send a "Certificate of Insurance" showing Seller's compliance with these requirements. Seller shall name Purchaser as an additional insured for the duration of this Order. Insurance maintained pursuant to this clause shall be considered primary with respect to the interest of Purchaser and is not contributory with any insurance with Purchaser may carry. Seller agrees that Seller, Seller's insurer(s) and anyone claiming by, through, under or in Seller's behalf shall have no claim, right of action or right of subrogation against Purchaser and its customers based on any loss or liability insured against under the foregoing insurance. Purchaser shall be included as an Additional Insured on Seller's Liability Insurance Policies. Amount of insurance required by Purchaser, and maintained by Seller is not a limitation of liability. Insurance policies written on claims-made form will contain a retro-active date that precedes the effective date of this Order, and Seller shall arrange for extended reporting period to provide adequate time for reporting losses.

## 21. Compliance with All Laws and TE Code of Conduct

21a. Seller warrants, and it is a condition of this Order, that all performance hereunder shall be in accordance with all applicable national laws, regulations and orders. Seller also warrants their understanding of, agreement to, and conformance to the *TE Guide to Supplier Social Responsibility*, TEC-1015, as well as all documents referred to therein, located on the TE Supplier Portal at <https://supplierportal.te.com>. In furtherance of the Seller's commitment in the Management Systems section of the TEC-1015 (page 18), Seller agrees that its Conflict Minerals due diligence and related policies are in accordance with the OECD Due Diligence Guidance for Responsible

Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, as well as any additional applicable standards.

21b. Until accepted by Purchaser, all items are Seller's sole responsibility including, but not limited to, the responsibility for proper, lawful handling or shipment of such items, or of any by-item or waste resulting therefrom. Seller shall indemnify and hold harmless Purchaser, its officers, employees, and agents from any and all claims, demands, suits or actions environmentally related or of any other nature whatsoever, including reasonable attorney's fees, and expenses arising from Seller's activity in the negligent performance or omission of any specified, required or requested work for or on behalf of Purchaser.

21c. Seller warrants that it shall not offer to give or agree to give to any person any gift or consideration of any kind as an inducement or reward in exchange for any act or forbearance from an act in relation to the obtaining or performance of this Order.

21d. Seller shall disclose any minerals or materials sourced from conflict affected areas (commonly referred to as "Conflict Minerals") used in the production of any Product(s) subject to this Order. Conflict Minerals include any mineral or metal as defined under the following, without limitation: (i) Section 1502 of the Dodd Frank Wall Street Reform and Consumer Protection Act, (ii) the European Union (EU) Conflict Minerals Regulation, or (iii) other applicable law (if and as applicable). For example, TE may request information regarding other Conflict Minerals including, but not limited to, cobalt to satisfy customer or legal requests. When requested by Purchaser, Seller shall provide all necessary documentation acceptable to Purchaser regarding its due diligence processes and program in a timely manner including, without limitation, the measures taken to identify the source and chain of custody of such Conflict Minerals used in its Product(s). Such requests may be conducted in the form of a supplier survey, inquiry or similar request to comply that may be provided to Seller by Purchaser. Seller acknowledges that its failure to comply with Purchaser's requests/inquiries shall constitute a material breach of this Order.

21e. Seller represents and warrants that, unless otherwise authorized by law or regulation, any Product delivered to Purchaser does not contain any part or material that originated from a U.S. sanctioned party (including but not limited to a U.S. Department of Treasury, Office of Foreign Assets Control, Specially Designated National) or from a U.S. sanctioned country, including Cuba, Iran, North Korea, Sudan, Syria or the geographic area of Crimea. Seller shall indemnify, defend, and hold harmless Purchaser (including its shareholders, directors, officers, employees, customers, contractors, agents and other representatives) from and against any and all potential demands, claims, actions, causes of action, proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel) of every kind which arise out of any Product's actual or alleged sanctioned party or country content or Seller's noncompliance with this Section 21e. Seller shall further assist Purchaser with any requests for information, certifications, or other similar documents as Purchaser may reasonably request to ensure Product's and Seller's compliance with this Section 21e and shall notify Purchaser promptly upon discovering or having reason to believe that any Product fails to comply with the representation and warranty in this Section 21e.

21f. To the fullest extent permitted under applicable law, and notwithstanding any other termination provisions herein, Purchaser shall have the right in its sole discretion and option to suspend or terminate this Order, or any portion thereof or part or all of any purchase agreement

which incorporates these TE Terms and Conditions of Purchase, immediately and without any penalty or liability whatsoever, if at any time TE has a good faith belief that Seller has failed to fully and completely comply with all of its obligations under this section.

21g. Seller warrants that upon acceptance of an Order which involves Seller services to be provided at any TE facility or location, Seller agrees to comply with the TE Environmental, Health and Safety requirements as set forth in *TEC-124-115 EHS Requirement for Contractors*, located on the TE Supplier Portal at <https://supplierportal.te.com>.

21h. The Seller shall:

- (a) not engage in any activity, practice or conduct which would constitute either:
  - (i) a tax evasion facilitation offence under section 45(5) of the United Kingdom's Criminal Finances Act 2017 (the "Criminal Finances Act 2017"); or
  - (ii) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
- (b) have and shall maintain in place throughout the term of this Order such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Seller) and to ensure compliance with above subparagraph;
- (c) promptly report to the Purchaser any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017;
- (d) provide the Purchaser with such supporting evidence of compliance with this subparagraph as the Purchaser may reasonably request.

Furthermore, the Seller shall ensure that any person associated with the Seller who is performing services and providing goods in connection with this Order does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Seller in this subparagraph ('Relevant Terms'). The Seller shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Purchaser for any breach by such persons of any of the Relevant Terms.

## 22. Right of Access

22a. Seller, without additional charge, shall permit reasonable access by representatives of Purchaser, Purchaser's customers and applicable regulatory agencies to Seller's premises (and the premises of Seller's subcontractors and Seller(s)) for the purpose of examining Seller's facilities, processes, goods, and records relating to this Order. Such examination may include inspection and testing of equipment, materials, parts, items (including software and licensed materials) to be furnished and services to be rendered, manufacturing and assembly processes, testing and quality procedures, and all applicable records relating to the manufacture, inspection, testing, and sale of such items and the furnishing of such services.

22b. If requested by Purchaser, Seller shall provide at its facility, without additional charge, suitable and convenient office space for representatives of Purchaser and/or representatives of Purchaser's customers, as reasonably required.

### 23. Passage of Title and Risk

Risk of loss or damage to the items shall pass from Seller to Purchaser in accordance with the Incoterm specified on the face of this Order. If this Order calls for additional services to be performed after delivery, Seller shall retain risk of loss and damage to the items until the additional services have been performed. Title to the items shall pass to Purchaser upon delivery of the items to Purchaser. If Seller is authorized to invoice Purchaser for items upon shipment or prior to the performance of additional services, title to the items shall vest in Purchaser upon payment of the invoice, but risk of loss and damage shall pass to Purchaser when the additional services have been performed (completed) and accepted by Purchaser.

### 24. Government Contracts or Subcontracts

(TE Government Subcontract Rider, where applicable, can be located under the TE Global Terms and Conditions of Purchase link on the TE Supplier Portal at <https://supplierportal.te.com>)

#### 24a. Inspection and Audit

Seller agrees that its plant, books and records shall be subject to inspection and audit at all reasonable times by any authorized representative of the Government Agency with which the prime contract or subcontract of the Purchaser is made.

24b. There are also incorporated herein by reference and made an express part hereof all other then current clauses which Purchaser is required by law, regulations, or applicable Government contracts or subcontracts to insert in its subcontracts or orders, and other clauses of standard Government contract forms to the extent the same are applicable to Purchaser's operations requiring the purchased items.

### 25. Non-Discrimination in Employment

In connection with performance of work hereunder, the Seller agrees to comply with all laws, rules, regulations and orders pertaining to non-discrimination in employment, as may be applicable to Purchaser or Seller.

### 26. Remedies

All rights and remedies of Purchaser set forth in this Order or available at law shall be cumulative and not alternative and shall not be exhausted by any one or more uses thereof. The waiver by Purchaser of any term or condition of this Order shall not be deemed a waiver of any subsequent breach of the same or any other term or condition. SELLER HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS ORDER.

### 27. Limitation of Liability

In no event shall Purchaser be responsible or held liable to Seller for punitive, indirect, incidental

or consequential damages, including, without limitation, liability for loss of use, loss of profits, capital investment, product development costs, unabsorbed overhead, or interest expenses, however the same may be caused, including fault or negligence of Purchaser.

## 28. Survival of Obligations

The obligations of the Parties under this Order, which, by their nature would continue beyond the termination, cancellation or expiration of this Order, shall survive the termination, cancellation or expiration of this Order.

## 29. Seller's Liability

Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any personal injury or alleged personal injury (including death), and/or damage or destruction or alleged damage or destruction to property sustained or alleged to have been sustained in connection with or to have arisen out of the negligent performance of the work by or willful misconduct of Seller, its agents, employees, subcontractors, and consultants, save and except liability as may result from, or be in connection with, the willful or negligent act or omission of Purchaser, its officers, agents, employees or independent contractors acting for Purchaser. Seller shall indemnify and hold harmless Purchaser, its officers, agents and employees from any and all liability for such losses, expenses, damages, demands and claims and shall defend any suit or action brought against any or all of them based on any alleged personal injury or damage and shall pay any damage costs and expenses, including attorney's fees, in connection with or resulting from such suit or action.

## 30. Taxes

Except where prohibited by law, Purchaser and Seller agree that all customs duties, VAT, turnover taxes, sales tax, and other applicable taxes, social insurance contributions, or fees (those imposed on or measured by the services provided or goods delivered) are included in the prices provided by Seller, and shall not be billed to Purchaser as separate items. Seller shall also be responsible for any and all payroll taxes for services performed in country by Seller's personnel. If VAT, GST, sales tax, or other similar taxes are imposed by the country in which the services are performed, unless Purchaser has provided an exemption certificate or a direct pay permit, Seller agrees to bill such taxes as separate line items on an invoice, in accordance to the applicable taxing jurisdiction's laws. Where VAT is applicable, Seller agrees to use its reasonable commercial efforts to ensure that its invoices to Purchaser are issued in such a way that they meet the requirements for deduction of input VAT by Purchaser.

## 31. Export Control

31a. Seller shall be responsible for the control, disclosure of and access to technical data, information and other items received under this Order and agrees to be responsible for being knowledgeable as to all laws, regulations and requirements regarding the export, re-export, resale, shipment or diversion of items including, but not limited to, the International Traffic in Arms Regulations (ITAR) and the export laws of the country of the Purchaser, as well as the export laws of the country of Seller. Seller shall comply with all such laws and regulations and shall indemnify Purchaser for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on

or incurred by Purchaser in connection with any violations of such laws and regulations by Seller.

31b. If any technical data required to perform this Order is exported to Seller under a DSP-5, Offshore Procurement License, pursuant to ITAR 124.13, Seller shall comply with the following:

(i) The technical data shall be used only to manufacture the items required by this Order; (ii) The technical data shall not be disclosed to any other person, subcontractor, Seller facility or country without the prior written permission of Purchaser and the U.S. Department of State, Directorate of Defense Trade Controls, as required; (iii) Seller acknowledges that it is not acquiring any rights to the technical data; (iv) Seller, including lower-tier subcontractors, shall return, or at Purchaser's direction, destroy all of the technical data exported to Seller pursuant to this Order upon fulfillment of its terms; (v) Unless otherwise directed by Purchaser, Seller shall deliver the items only to Purchaser or to an agency of the U.S. Government; and (vi) Seller shall include the terms of this subsection in all lower-tier subcontracts issued when technical data is provided to the lower-tier subcontractor. In all cases Seller, prior to the transfer of such technical data, must have written permission consistent with clause (ii).

32. United States Immigration Compliance (for Orders requiring services to be performed at Purchaser's U.S. locations)

32a. Seller warrants and represents that Seller's employees performing work at Purchaser's facilities located in the United States of America (U.S.) have appropriate employment authorization for their work activities as may be required by U.S. immigration laws and regulations and maintains currently Employment Eligibility Verification Forms (I-9) for such employment as required by the U.S. Immigration Reform and Control Act of 1986, as amended.

32b. Seller warrants and represents that Seller's employees performing work at Purchaser's facilities in the U.S. do not appear on, nor are associated with, any name or entity on the U.S. Government "Restricted Parties Lists". "Restricted Parties Lists" are defined for this purpose as the U.S. Department of Commerce Entity List, Denied Persons List, and Unverified List, and the U.S. Department of Treasury Specially Designated Nationals and Blocked Persons List, and the U.S. Department of State Debarred Parties List.

32c. Purchaser works with technologies subject to U.S. export control regulations. Under these regulations, it may be necessary for Purchaser to obtain a U.S. government export license prior to releasing its technologies to non-U.S. persons. Seller will provide only U.S. person workers to work at Purchaser's facilities in the U.S. "U.S. person" is defined as a person who is a citizen of the United States of America, a permanent resident alien of the United States of America, or a protected individual as defined by 8 U.S.C. 1324b(a)(3). Exceptions to this requirement must have the prior written authorization from a duly authorized representative of Purchaser.

32d. Seller will require its subcontractors to comply with Sections 32a, 32b, and 32c above in the event such subcontractors directs its employees to work at a U.S. facility of Purchaser.

32e. Purchaser reserves the right to refuse or terminate the use of Seller's employees in the event Purchaser requires a U.S. government export license for such employee's work activities. The decision whether or not to submit or pursue an export license, if applicable, shall be at Purchaser's sole discretion.

### 33. Import

#### 33a. Customs

For each shipment of items covered by this Order, Seller shall furnish Purchaser with a commercial invoice containing, at a minimum, the following information: (i) port of entry; (ii) name and address of Seller and Purchaser entity purchasing the items; (iii) name of shipper (if different from Seller); (iv) country of export; (v) detailed description of items in English; (vi) quantities and weights; (vii) actual purchase price, including all elements of the amount paid or payable by Purchaser; (viii) the currency in which the sale was made; (ix) all charges, costs and expenses associated with the items, including freight, insurance, commission, containerization and packing, unless the cost of packing, containerization and inland freight are already included in the invoice price; (x) all rebates or discounts; and (xi) the country of origin (manufacture) of the items. The value of any goods or services furnished for the production of the items (e.g., “assists”) not included in the invoice price, must be reported on the invoice for the first shipment of goods unless Purchaser directs otherwise in writing. All items, unless specifically exempted, shall be marked in a conspicuous place as legibly, indelibly, and permanently as the nature of the article (or container) will permit, with the country of manufacture of the items. Seller agrees to comply with all laws and regulations governing the importation of goods into the customs territory of any country of importation. Seller agrees to hold harmless and indemnify Purchaser, its directors, officers and employees against all losses, claims, penalties, judgments, liabilities and expenses which any of them may pay or incur arising out of this Order, including, but not limited to, all representations made by the Seller with respect to documentation or other Customs or Governmental requirements with regard to entry requirements, classification, valuation, preferential treatment, duty drawback or trade terms.

#### 33b. Government Duty Increases

If government authorities declare or otherwise impose countervailing duties, antidumping duties, or retaliatory duties on items imported by Purchaser under this Order, Purchaser reserves the right to terminate this Order in accordance with the provisions in Section 19.

#### 33c. Duty Drawback Rights

All drawbacks of duties and rights thereto related to duties paid by Seller or Purchaser upon importation of the items into any customs territory if the items are subsequently exported from that country shall accrue to the exclusive benefit of Purchaser. Seller agrees to provide Purchaser with all documents, records and other supporting information necessary to obtain any such duty drawback, and agrees to reasonably cooperate with Purchaser to obtain such payment.

#### 33d. Certificate of Origin (applies to NAFTA qualifying Orders)

Seller agrees to provide Purchaser with completed North American Free Trade Agreement (NAFTA) Certificate(s) of Origin for all NAFTA-qualifying items identified in or sold to Purchaser pursuant to the Order. For items not qualifying for NAFTA treatment, Seller agrees to provide Purchaser with correct Country of Origin information for each such item. If Seller does not provide either the required Certificate(s) or correct Country of Origin information, Purchaser may charge back to Seller the costs of any duties, penalties or other expenses (including reasonable attorneys’ fees) it is required to pay as a result of such failure.

### 33e. Supply Chain Security

Seller agrees to comply with the minimum Security Criteria of the U.S. Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism (C-TPAT) program and/or other applicable global supply chain security programs, to the extent that these criteria are relevant for Seller's operations. Further information about the C-TPAT program may be found on Customs website at <http://www.cbp.gov>. World Customs Organization SAFE Framework of Standards and Authorized Economic Operator (AEO) programs and mutual recognition framework can be found at <http://www.wcoomd.org>.

### 34. Notices

Any notice or demand required to be given or made by Seller shall be in writing and shall be duly given or served on Purchaser if sent to the address noted in the Order and by any one of the following means only: (a) in person -- such communication shall be deemed to have been received on the day of delivery provided receipt of delivery is obtained; or (b) by registered or certified mail (or its international equivalent) -- such communication shall be deemed to have been received, under normal service conditions, on the day it was received or on the tenth day after it was dispatched, whichever is earlier. Purchaser may change the address by giving prior written notice.

### 35. Severability

If any of the provisions of this Order shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this entire Order, but rather this entire Order shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

### 36. Applicable Law

36a. The laws of the State of New York, United States of America, without regard to its conflicts of laws principles, shall govern in all respects the performance of this Order. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. During pendency of any dispute arising under this Order, Seller shall proceed diligently with performance hereunder.

36b. Any claim or dispute in connection with this Order, except for a breach of the Confidentiality provisions in Section 38, shall be referred to and finally resolved by arbitration in New York, N.Y., in accordance with the Rules of Arbitration of the International Chamber of Commerce, by 3 arbitrators appointed under such rules. The language of the arbitration shall be English.

### 37. Order of Precedence

In the event of any inconsistency among the Order, the documents referenced herein and any attachments hereto, the inconsistency shall be resolved by giving precedence in the following descending order: (i) provisions set forth on the face of this Order, (ii) the specifications, (iii) the drawings, (iv) these terms and conditions, and (v) the other documents incorporated by reference herein.

No shrink-wrap, click-wrap, or other terms and conditions or agreements (“Additional Terms”) provided with any services or deliverables hereunder shall be binding on TE, even if use of such services or deliverables requires an affirmative “acceptance” of those Additional Terms before access or services are permitted. All such Additional Terms shall be of no force or effect and shall be deemed rejected by TE in their entirety.

### 38. Confidential Information

38a. Seller agrees that it will at all times hold in confidence for Purchaser all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by Purchaser to Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection with Seller’s performance hereunder (collectively, “Information”). Seller shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Seller shall not, without the prior written consent of Purchaser, reproduce any Information; nor disclose Information to any third party; nor use Information for any purpose other than performance for the benefit of Seller hereunder.

38b. Any technical knowledge or information of Seller which Seller shall have disclosed or may hereafter disclose to Purchaser in connection with the items or services or other performance covered by this Order shall not, unless otherwise specifically agreed upon in writing by Purchaser, be deemed to be confidential or proprietary information and shall be acquired by Purchaser free from any restrictions as part of the consideration of this Order.

38c. Seller acknowledges that monetary remedies alone may not be an adequate remedy for any breach or threatened breach of any of the obligations of this Section 38. Therefore, Purchaser shall be entitled to seek injunctive or other equitable relief in addition to any other remedy to which it may be entitled at law or in equity without the need of posting a bond or other security or proving that monetary damages would be an inadequate remedy. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 38, but shall be in addition to all other remedies available at law or in equity.

38d. Seller shall not, without prior written consent of Purchaser, issue any news release, publicity or promotion material regarding this Order or make public use of any Identification in any circumstances related to this Order. “Identification” means any semblance of any trade name, trademark, service mark, insignia, symbol, logo, or any other designation or drawing of TE or its affiliates. Seller shall remove or obliterate any Identification prior to use or disposition of any material rejected or not purchased by Purchaser.

### 39. Translation

If these terms and conditions are translated into another language and there is any diversion between this English version and the translated version, then this English version shall prevail.

### 40. Definitions

(a) “items” means all goods, machinery, equipment, software, components, work, services (including

but not limited to, the design, procurement, manufacture, assembly, tests and inspections, and delivery of the items to Purchaser and if so specified in the Order, installation and/or commissioning of the Items) or other materials ordered by Purchaser as specified in the Order;

(b) “Order” means the purchase order or other form of request by Purchaser to Seller for the supply of the items;

(c) “Purchaser” means the party purchasing the items subject of this Order;

(d) “Seller” means the party supplying the items subject of this Order.