



MOLEX STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES

I. Offer/Agreement

A. Each **purchase order**, together with these Terms and Conditions and any documents specifically referenced herein, (collectively, "Agreement" or "Order") is an offer by Buyer or its applicable affiliate or subsidiary ("Buyer") to the party to whom such Order is addressed and such party's applicable affiliates and subsidiaries ("Seller") to purchase the goods and/or services described therein, and it shall be the complete and exclusive statement of such offer and agreement. An Order does not constitute an acceptance by Buyer of any offer or proposal by Seller, whether in Seller's quotation, acknowledgement, invoice or otherwise. In the event that any Seller quotation or proposal is held to be an offer, that offer is expressly rejected and is replaced in its entirety by the offer made up of the Order.

B. A **contract** is formed on the date that Seller accepts the offer of Buyer. Each Order shall be deemed accepted upon the terms and conditions of such Order by Seller by shipment of goods, performance of services, commencement of work on goods, written acknowledgement, or any other conduct of Seller that recognizes the existence of a contract pertaining to the subject matter hereof. Additionally, each Order shall be deemed accepted five business days after Buyer delivers the Order to Seller, if Seller fails to object to the Order. Acceptance is expressly limited to these Terms and Conditions and such terms and conditions as are otherwise expressly referenced on the face of the Order. No purported acceptance of any Order on terms and conditions which modify, supersede, supplement or otherwise alter these Terms and Conditions shall be binding upon Buyer and such terms and conditions shall be deemed rejected and replaced by these Terms and Conditions unless Seller's proffered terms or conditions are accepted in a physically signed writing by an authorized representative of Buyer, notwithstanding Buyer's acceptance of or payment for any shipment of goods or similar act of Buyer. In the event of a conflict between the Order and any prior or contemporaneous agreement or document exchanged between Buyer and Seller, the Order governs.

C. Buyer may from time to time administer purchasing for its affiliates and subsidiaries and issue Orders containing the Buyer logo, but identifying a different Buyer affiliate or subsidiary. Seller acknowledges and agrees that no such Order shall constitute or be interpreted to represent an Order of Buyer or a guaranty by Buyer of any obligations or liabilities of the Buyer affiliate or subsidiary identified on the Order.

II. Prices and Payment

A. **Contract Price.** The prices identified in this Agreement shall be the Contract Price, and shall include any and all charges for taxes of any kind, boxing, packaging, crating and returnable containers, unless otherwise provided for in this Agreement.

B. **Taxes.** The Contract Price includes all applicable taxes of any kind, including but not limited to excise, sales and use taxes. Any taxes included in the price should be separately identified.

C. **Most Favored Pricing.** Seller represents that the Contract Price charged Buyer shall be Supplier's lowest price for the goods and/or services. Buyer reserves the right to audit Supplier's compliance with this provision. Should such audit show that Seller has overcharged Buyer, Seller shall immediately reimburse Buyer an amount equal to the overcharge, plus the costs and expense of Buyer's audit.

D. Material & Parts Furnished by Buyer. All material, parts, etc. furnished by the Buyer for this particular Order shall be paid for by the Seller at the regular current market price. All materials, parts, etc. furnished by the Buyer, on a no charge basis shall be deemed held on consignment and Seller agrees to pay for all spoilage of same or that which is not otherwise satisfactorily accounted for.

E. Additional Charges Required for Fabrication of Goods. No charge shall be made to Buyer for tools, dies, patterns, drawings, etc. required for the fabrication of parts unless specifically set forth in this Agreement. In those instances where Buyer is separately charged for such tools, dies, patterns, drawings, etc, Buyer shall have the following rights with respect to such tools, dies, patterns, drawings, etc: (1) Buyer shall be the sole owner of all rights to such items, including any intellectual property rights; (2) Seller shall only use such items in support of Buyer; (3) Buyer shall have the right to take possession of such items. In addition, Seller shall be solely responsible for the maintenance and upkeep of such items, including replacement items at the end of the useful life of the item.

F. Unless otherwise set forth in Buyer's purchase order, **payment** shall be net ninety (90) days from the later of (i) receipt of goods and/or services by Buyer; or (ii) receipt of invoice by Buyer. Seller shall invoice Buyer no later than ninety (90) days after shipment of the goods or provision of the services.

III. Standards. Legal Compliance and Quality Specifications

A. General Compliance Issues. Seller agrees to satisfy any and all specifications attached to or set forth in this Agreement, including, but not limited to any engineering drawings, specifications, samples, or sketches provided to Seller. In addition, Seller expressly warrants that the goods and/or services provided satisfy or exceed: (1) all applicable legal requirements established by applicable law and/or (2) applicable engineering or material standards, including, but not limited to, any ASTM, ANSI, NEC or other recognized standards with respect to quality and fitness and/or (3) any drawings, specifications, samples and data which are part of this Order or which were provided to Seller by Buyer or Buyer's customer. Failure to comply with provisions herein will constitute a material breach of this Order and grounds for cancellation by Buyer.

B. Sample Approval. On any new parts, a sample must be approved by Buyer before Seller proceeds with the manufacture of a quantity run.

C. Changes in Specifications by Buyer. If the goods hereunder are to be manufactured in accordance with specifications, drawings, samples or designs, Buyer may, at anytime, by written change order, make changes in the specifications, drawings, samples and designs and Seller shall comply therewith without delay. If such changes cause an increase or decrease in the amount due under this order or in the time required for its performance, an equitable adjustment shall be made by mutual agreement between the parties thereto.

D. Changes in Specifications by Seller. Seller will not make any change to the design, materials, processes, equipment and/or production facility (including relocation of manufacturing within the same production facility) used in providing goods to Buyer (including any good procured by Supplier from a lower tier supplier) without Buyer's written consent. Seller must provide Buyer at least nine (9) months written notification of any desired change. In the event that Seller makes any such change without complying with this paragraph, any goods received by Buyer may, at its sole discretion, reject the goods as non-conforming in addition to any other remedies that may be available to Buyer under this Agreement or by equity or law.

E. End of Life Notification. In the event Seller intends to discontinue the manufacture and/or sale of any standard goods, including any such goods that Buyer purchases from any authorized distributor of Seller, Seller shall provide Buyer with at least twelve (12) months advance written notice (the "**Pre-Discontinuance Period**"). During the Pre-Discontinuance Period, Buyer may continue to place purchase orders for such goods pursuant to this Agreement provided, however, that the last Delivery Date may not be more than twelve (12) months beyond the expiration of the Pre-Discontinuance Period.

In the event Seller intends to discontinue the manufacture and/or sale of any non-standard goods, including any such goods that Buyer purchases from any authorized distributor of Seller, Seller shall provide Buyer with at least twenty-four (24) months advance written notice (the "**Pre-Discontinuance Period**"). During the Pre-Discontinuance Period, Buyer may continue to place purchase orders for such goods pursuant to this Agreement provided, however, that the last Delivery Date may not be more than twelve (12) months beyond the expiration of the Pre-Discontinuance Period. During the Pre-Discontinuance Period, Seller shall assist Buyer in identifying alternative products or sources for the affected goods. In addition, Seller shall reimburse Buyer for its costs and expenses associated with requalifying such alternate products or sources.

IV. Inspection and Acceptance of Goods

A. Inspection of Goods. Buyer may, but is not required to, inspect any and all goods at Seller's facility during and/or after manufacture and/or upon delivery to Buyer. All materials will be subject to Buyer's inspection and approval and the final inspection and count will be made after receipt of same at Buyer's designated destination. If rejected, the goods will be held for disposition at Seller's risk and expense. Any payment on account thereof will be promptly refunded by Seller.

B. Rejection of Defective or Reworked goods. Seller warrants all materials or services delivered hereunder to be free from defect of materials or workmanship and to conform to the specifications, drawings and/or sample specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by Buyer of the materials or services. Buyer may reject any goods that do not meet the specifications, warranties or other requirements of this Agreement, or are otherwise defective in whole or part, at any time after delivery notwithstanding prior inspections. Buyer shall be entitled to repair any defective goods at Supplier's expense, or require that Supplier provide replacement goods at Supplier's expense. Any goods rejected by Buyer will be at Seller's risk and expense and Seller will not thereafter tender such goods for acceptance unless the former rejection or requirement of correction is disclosed and fully repaired and remedied. Any payment on account thereof will be promptly refunded by Seller. Buyer, at its discretion, reserves the right to reject reworked goods or products that are re-delivered for its acceptance. Seller will reimburse Buyer for any packaging, handling and transportation costs incurred with respect to rejected goods.

C. Revocation of Acceptance Due to Later Discovered Defect. Buyer may revoke its acceptance of goods at any time, whether or not a substantial modification in the goods has been made, if a defect in the goods which could not have been discovered during Buyer's normal inspection procedure (or which is not normally discoverable until the goods are used or assembled) impairs the value of the goods to Buyer. Neither Buyer's exercise of, nor its failure to exercise, any rights provided hereunder, will relieve the Seller from responsibility for producing conforming goods. Any and all defective goods may be returned by Buyer at Seller's expense and risk of loss.

D. Non-conforming Goods. Buyer reserves the right to reject or return at any time, at Seller's expense, all or any part of shipments made to it without or contrary to confirmation, or shipped different than represented, or shipped different from the Agreement or samples on which this order is placed; and the acceptance of any prior shipment so made shall not be considered a waiver of Buyer's right to return or reject at any time all or any part of any subsequent shipment so made. Payment for material on this order shall not constitute an acceptance thereof, but all material shall be received subject to Buyer's inspection and rejection. Defective material or material not in accordance with Buyer's specifications will be held for Seller's instruction and at his risk. No goods returned as defective shall be replaced without an order.

E. Epidemic Failure. In the event of an "epidemic failure" (as defined below) with respect to any part of the merchandise, goods or materials which may occur at any time during the period commencing with the date of first deliveries hereunder and ending with the end of the warranty period for the last deliveries hereunder ("the epidemic failure period"), the following provisions shall pertain: An "Epidemic

Failure" is defined as occurring when .03% of merchandise, goods or materials exhibit substantially the same root cause failure. The rate is defined as the calculation of the following data points: $A = (B/C) \times 100\%$ where: A is the epidemic failure rate, B is the cumulative failures and C is the affected purchased quantity of Product over a minimum four (4) month period. In the event that an epidemic failure prevents the beneficial use of a unit, responsible Buyer purchasing personnel shall notify Seller and shall endeavor to diagnose the cause of such failures, assisted by the Seller if needed. If Buyer determines that an epidemic failure is due in whole or part due to a deficiency, mistake, or omission in Seller's design, manufacture, material selection or other Seller error or omission, Seller will at its own expense and exempted from limitations of liability take one or more of the following actions as directed by Buyer at its sole discretion: (1) Apply the necessary engineering quality assurance and/or other personnel required to verify the diagnosis and to use its best efforts to find the most immediate solution including redesign or reformulation if necessary to correct the problem; (2) Use its best efforts to deliver to Buyer all replacement parts, sub-assemblies, assemblies, fix kits, and/or equipment or materials required to implement the solution, within thirty (30) days following said notification; (3) Provide on-site labor and assistance if necessary for the correction of such deficiencies or replacement of defective parts or assemblies; (4) Provide modification kits for field modifications and spares; (5) Reimburse Buyer for any and all costs and expenses relating to the Epidemic Failure, including, but not limited to product recall and replacement expenses. Within the first three (3) years after Buyer's first use, if failure rates for manufacturing equipment cause mean time between failure to be decremented by twenty percent (20%) or more due to defective parts, workmanship, or design, Seller shall repair or replace the defective units or materials in accordance with the procedure specified for Epidemic Failures.

V. Proprietary Rights and Tooling

Unless otherwise specified by Buyer, Seller shall furnish all necessary tools, dies, gauges, fixtures, drawing and patterns at its sole expense. Any and all rights, title and interest in all tools, dies, patterns, drawings, etc., which Buyer has ordered and paid for, shall be the property of Buyer, shall have asset tags affixed to such tooling identifying it as owned by Buyer and shall be returned to Buyer in good condition with ordinary wear and tear excepted upon demand. No additional cost will be permitted should Buyer, at any time, demand the return of same. Seller expressly understands that all tooling, blueprints, sketches, trade secrets or other information or tangible items received from Buyer shall be treated as bailed property of the Buyer which shall remain confidential and not be disclosed to any third-parties for any reason or use, unless Buyer gives written consent. Buyer does not grant any rights, title and interest to Seller in Buyer's tooling, blueprints, sketches, trade secrets or other information or tangible items.

VI. Delivery

A. Delivery Term. Seller shall deliver the goods per the delivery term set forth on the face of the purchase order. If no such shipping term is specified, delivery shall be DDP (Buyer's designated location), per INCOTERMS 2010. Buyer reserves the right to change delivery specifications in writing in accordance with its requirements within a reasonable timeframe before delivery. If such change results in a cost and/or schedule impact, the parties shall agree upon an equitable adjustment to such cost and/or schedule.

B. Timing of Delivery. Seller shall make deliveries in the quantities and at the time or up to three (3) business days before delivery date specified in this Order. No act of Buyer, including, without limitation, modification of this Order or acceptance of late deliveries, shall constitute a waiver of this provision. THE DELIVERY DATE SPECIFIED IN THIS ORDER SHALL BE THE DATE THAT SELLER'S GOODS SHALL BE RECEIVED AT BUYER'S DESIGNATED LOCATION AS SET FORTH IN THIS ORDER.

C. Delay of Delivery. Seller shall notify Buyer immediately of any circumstance which is delaying

or which threatens to delay the timely performance of this Agreement, but such notice shall not excuse performance by Seller nor affect Seller's liability for performance hereunder. If Seller fails to deliver any or all of the material or merchandise or fail to render any services covered by this order within the time agreed, Seller shall use expedited shipping means, at Seller's expense, in order to minimize the delay. Should Seller still be unable to provide the goods to the Buyer in a timely manner, which shall be determined solely by Buyer, Buyer reserves the right to (1) purchase such goods elsewhere and charge Seller with any loss incurred as a result thereof, (2) request Seller to supply all necessary documentation, licenses, tools, materials etc. in order to make or have made the goods, or (3) at Buyer's option, to cancel or reject this order as to any materials or merchandise not delivered and any services not rendered, and Buyer shall be under no obligation to accept or pay for the same or compensate Seller for any expense which may have incurred. Nothing in this clause shall affect any other right conferred on Buyer by law or equity, including, but not limited to, the rights to seek monetary damages, resulting from Seller's failure to meet the delivery date.

D. Goods Delivered Contrary to Agreement Schedule. Buyer reserves the right to reject or return at Seller's risk and expense all nonconforming goods, shipments made in excess of Buyer's Order, or shipments made in advance of delivery schedules. Acceptance of an advance delivery by Buyer does not waive Buyer's right to defer payment on this advance delivery according to previously scheduled and agreed payment dates.

E. Protection of Goods for Delivery. Seller shall insure all shipments for full value for the benefit of Buyer. Seller shall use all commercially reasonable shipping, packing and delivery methods to insure on-time deliveries and to protect the goods in transit.

F. Title and Risk of Loss. Unless otherwise specified as per section (a) above, shipment shall be DDP (Buyer's designated location), which means that title and risk of loss or destruction of the goods shall pass from Seller to Buyer upon written acceptance of the goods at the Buyer's designated location. Seller shall pay for the shipping charges from the Seller's facility to Buyer's designated location and the delivery date is the date that the Seller will have the goods available at the Buyer's designated location. Seller warrants that, upon delivery, it has transferred free and clear title of the goods to Buyer and that there are no liens upon the goods or services provided hereunder.

G. The Packing Slip. The packing slip shall contain, at a minimum, the Molex purchase order number, part number, description, quantity per line item, total number of boxes in shipment, and the final delivery address. The packing slip shall be put inside the crate and the crate marked in the outside of saying the packing slip is enclosed.

H. The Commercial Invoice. The commercial invoice shall contain, at a minimum, the Molex purchase order number, part number, description, quantity per line item, unit price, extended price on each line, total value of the shipment, country of origin and HTS number.

I. Down payment or provided tooling. If Molex makes a down payment or provides tooling to produce the items ordered, the supplier will be required to use a Pro Forma Invoice to be used to value each shipment made to Molex US and the invoice shall contain the same information as in section VI.H.

J. Supply Chain Security. Upon request Seller shall furnish promptly all documents and other information required by the Buyer to fully comply with all customs, tariff or other applicable governmental regulations. Seller shall comply with the principles of C-TPAT, and if not C-TPAT certified, shall use commercially reasonable efforts to become C-TPAT certified (or its local country equivalent, e.g., AEO, STP, BASC, PIP, etc.). Seller shall indemnify Buyer and their respective customers against all

losses, cost of damage (including any fines or penalties) resulting directly or indirectly from Seller's delay in furnishing such documents or information to Buyer and from any errors or omissions contained therein and from any non-compliance by Seller with aforesaid regulations.

K. Allocation of Product. Should Seller be unable to produce enough goods to meet demand, Buyer shall have priority in allocation such that Buyer is provided with its pro-rata share of available goods, or enough goods to keep in manufacturing lines running, whichever is greater. If Seller anticipates being in an allocation situation for the goods, Seller shall provide as much notice as reasonably practical.

L. Record Retention: Seller shall retain, and promptly make available to Buyer upon request, all export and import documentation for a period of at least five (5) years from date of exportation to Buyer or date of importation relating to Buyer purchases. Documentation shall include, but not be limited to, commercial invoice, packing list, any national customs import and or export authorization or government forms.

VII. Reschedules, Cancellations and Termination

A. Option to Cancel. The Buyer reserves the right to terminate, cancel, or suspend this order in whole or, from time to time, in part even though Seller is not in breach hereunder with no liability to Buyer. This provision does not limit or affect the Buyer's right to terminate or cancel this Agreement in the event of a material breach of this Agreement by Seller or under any of the terms of the Agreement.

B. Option to Reschedule. Buyer, at no cost or expense, shall have the right to reschedule the delivery of goods under this Agreement at its sole discretion.

C. Termination for Cause. Either party may terminate the Agreement, without any liability to the terminating party, for a material breach of the Agreement by the other party, if such breach is not cured within ten (10) days written notice of such breach by the non-breaching party to the breaching party, or if the breach is such that it cannot be reasonably cured within ten (10) days, within the period of time mutually agreed upon by the parties. Such termination will be effective at the end of a ten (10) day written notice period (or the other mutually agreed upon cure period) if the breach remains uncured, or, in the event of an incurable cause such as breach of confidentiality obligations, immediately upon written notice. Notwithstanding the foregoing, Buyer may immediately terminate for cause, with no liability to Buyer, if Seller does not meet Buyer's delivery date.

D. Bankruptcy or Insolvency. Either party may terminate the Agreement, without any charge, if the other party becomes insolvent or files or has filed against it a petition in bankruptcy, to the extent permitted by law, and such insolvency or bankruptcy proceeding has not been dismissed with thirty (30) days. Such termination will be effective at the end of a thirty (30) day period.

E. Termination for Competitive Reasons. Buyer may cancel this Agreement, without liability to Buyer, if Seller is unable to (1) meet the delivery requirements of Buyer; (2) meet the quality requirements of Buyer; and/or (3) provide pricing that allows Buyer to remain cost competitive.

VIII. Warranties & Remedies

A. Express Warranty. In addition to any warranties (express or implied) or remedies afforded Buyer at law or equity, Seller expressly warrants for a period of five (5) years from delivery that the goods and services provided under this Agreement are free and clear of any and all liens or encumbrances and Buyer will have clear and marketable title to said goods, that said goods shall be new and unused, contain only authentic materials and no counterfeit parts and conform to the description, specifications and provisions herein, that the goods and services are free from defects in design, manufacture, material and workmanship, are merchantable, and are fully fit for their intended purpose, including the purpose for which they will be used by Buyer or Buyer's customer.

B. Indemnification. The Seller will indemnify, defend and hold harmless Buyer, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all losses, damages, costs or liability of any kind (including attorneys' fees), including any costs associated with claims made by a third party, arising from, in connection with or relating to any of the following: (a) negligent acts or omissions or willful misconduct of Seller or its personnel; (b) Seller's breach of its obligations under this Agreement; or (c) any theft or other misappropriation of Buyer's or its personnel's information, property or funds by Seller or any Seller employee, subcontractors and/or agents.

C. Patent and Trademark Indemnification. Seller agrees to defend, indemnify and hold Buyer harmless from any and all claims, causes of action, demands, or disputes which allege, in whole or in part, any United States or foreign patent, trademark or copyright infringement with respect to the sale, use, distribution or application of the goods or services provided by Seller. Said protection and indemnification shall include indemnification for Buyer's expenses of litigation, court costs, expert expenses and attorney's fees made or recovered against Buyer by any person or persons whomsoever, on account of the use or sale of such article by Buyer in violation of any right(s) claimed under any such patent or copyright and to repurchase from Buyer at the price said herein any of said merchandise then resold, in the event any infringement action is instituted against Buyer concerning said merchandise. In addition, Seller shall provide Buyer with replacement goods that are non-infringing.

D. Attorneys' Fees. In the event it is necessary for Buyer to enforce the terms and conditions of this Agreement, or to defend or prosecute any litigation arising out of or as a result of this Agreement, or in connection with the sale of goods and/or services to Buyer by Seller, Buyer shall be entitled to recover from Seller, in addition to any other relief granted, reasonable attorneys' fees, expert fees, costs and expenses of litigation to the extent Buyer is the substantially prevailing party.

E. Incidental and Consequential Damages. Buyer shall be entitled to recover incidental and consequential damages for any breach of this agreement .

F. Additional Remedies. The rights and remedies hereunder are cumulative and additional to any other or further rights and remedies at law or equity.

IX. Compliance with Laws, Customs and Export Controls, and Code of Conduct

A. Seller shall comply with all national, state, and local **laws** and **regulations** governing the manufacture, transportation, import, export, and/or sale of goods and/or the performance of services in the course of this Agreement. In the United States, these may include, but are not limited to, Department of Commerce, including U. S. Export Administration regulations, Securities Exchange Commission, Environmental Protection Agency, and Department of Transportation regulations applicable to hazardous materials. Neither Seller nor any of its subsidiaries will export/re-export any technical data, process, product, or service of Buyer, directly or indirectly (including the release of controlled technology to foreign nationals from controlled countries), to any country for which the United States government or any agency thereof requires an export license or other government approval without first obtaining such license. Credits or benefits resulting or arising under this Agreement, including trade credits, export credits, or the refund of duties, taxes or fees, shall belong to Buyer. Seller shall provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive such benefits or credits, as well as to fulfill its customs related obligations, origin marking or labeling requirements and local content origin requirements, if any. Export licenses or authorizations necessary for the export of the goods shall be the responsibility of Seller unless otherwise indicated under this Agreement, in which event Seller shall provide such information as may be necessary to enable Buyer to obtain such licenses or authorization(s). Seller shall undertake such arrangements as necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

B. Seller may not pay **bribes** or engage in **unfair business practices** in order to advance Buyer's

business interests. This includes, directly or indirectly, offering, promising to pay or authorizing the payment of anything of value to foreign government officials as defined by the FCPA or offering or soliciting (and receiving) a bribe from a non-foreign official in a commercial setting in an effort to influence any business decision that would assist Buyer in obtaining or retaining business, or securing any improper business advantage.

C. **Discrimination.** Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicaps unrelated to ability, veteran status or any other class protected by city, county, state, federal or international law.

D. Seller agrees to fully comply with Buyer's **Code of Conduct** for Suppliers policy as set forth at <http://www.molex.com/supplier/login.jsp>

E. **Environmental Compliance.** Seller represents and warrants that any and all goods provided to Buyer under this Agreement shall comply with all applicable environmental laws, rules, regulations, etc, ("Environmental Laws") and conform to the current version of the Molex Chemical Substances Specification (MCSS). Seller shall provide Buyer with information to demonstrate compliance with Environmental Laws and conformance to the MCSS. Upon request of Buyer, Seller shall provide Buyer with product environmental information, including but not limited to, bill of substance (BOS) data, declarations of non-use (DoNU) and substance test reports in Buyer approved formats. Seller shall be liable for any and all damages to Buyer as a result of Seller's failure to comply with such Environmental Laws and conformance to the MCSS.

F. Seller shall comply with the following **FAR** and **DFARS** provisions (including and any updates thereto) as applicable, and shall flow such provisions down to Seller's lower tier supplier, as applicable: (i) FAR 52.212-5(e)(1), Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (FEB 2010);(ii) FAR 52.244-6, Subcontracts for Commercial Items (DEC 2009); (iii) DFARS 252.212-7001(c), Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisition of Commercial Items (NOV 2009); and (iv) DFARS 252.244-7000, Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (AUG 2009).

G. **Confidentiality.** Unless otherwise covered by a non-disclosure agreement entered into by the parties, any and all information provided to Seller by Buyer shall be treated as Confidential Information including, but not limited to, samples, models or prototypes, or parts therefor, and shall not be disclosed to any third party or used for any purpose other than in connection with work for Buyer without Buyer's written agreement. In addition, any pricing provided to Buyer by Seller shall be considered confidential information of Buyer.

XI. Insurance

A. Seller shall, at its own expense and at all times during the term of this Agreement and after its termination as required below, maintain in effect the **insurance** and minimum limits of coverage as designated below together with any other insurance required by law in any jurisdiction where Seller provides goods and/or services under this Agreement, in insurance companies rated by A-M Best with at least an A-rating and authorized to do business in such jurisdictions, and will comply with all those requirements as stated herein. In no way do these minimum requirements limit the liability assumed elsewhere in this Agreement, including but not limited to Seller's defense and indemnity obligations.

B. **General Liability Insurance.** Seller shall maintain general liability insurance covering all operations by or on behalf of Seller arising out of or connected with this Agreement and providing coverage for bodily injury, property damage and products liability. Such insurance can be maintained in any combination of the following types of insurance: Commercial General Liability, Foreign General Liability, Public Liability, Products Liability, Umbrella Liability and/or Excess Liability. Such insurance shall provide limits of not less than the equivalent of US\$2,000,000 per occurrence or per claim, \$5,000,000 aggregate. If such insurance is maintained on an "occurrence" basis, such insurance shall be maintained

for at least one year after the expiration of this Agreement, and if such insurance is maintained on a "claims made" basis, such insurance shall be maintained for at least three years after the expiration of this Agreement.

C. Proof of Insurance. Certificates of Insurance or other evidence of the coverages required above shall be furnished by Seller to Buyer upon request to Buyer. Buyer's receipt and/or acceptance of such proof shall not limit or relieve Seller of the duties and responsibilities with respect to maintaining insurance required by this Agreement. Seller will notify Buyer of any changes in terms, conditions and termination of such insurance policies not less than thirty (30) days after notification from the insurer.

D. Waiver of Subrogation. The insurance maintained by Seller pursuant to this Agreement shall provide that, except to the extent prohibited by law, Seller and its insurer waive all rights of recovery or subrogation against Molex, its officers, directors, employees, and agents, but only for injury, damage or loss that falls within Seller's indemnity obligations under this Agreement.

E. Policies to be Primary. To the extent that Seller is a cause of the insured loss, the policies provided under this Agreement shall provide that Seller's insurance will be primary to and noncontributory with any and all other insurance maintained or otherwise afforded to Buyer.

F. Use of Subcontractors. If Seller uses subcontractors to provide any of the goods and/or perform any of the services pursuant to this Agreement, then for each such subcontractor, regardless of tier, Seller shall use reasonably commercial efforts to ensure that each such subcontractor either maintains the same type of insurance as required by Seller hereunder or is insured under Seller's insurance.

XII. Miscellaneous

A. Completely and Fully Integrated Agreement. This Agreement, and any other Buyer agreement referencing this Agreement, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous representations, understandings and agreements between the parties with respect to the subject matter hereof, all of which are merged herein. No usage of trade or custom and practice within the industry, and no regular practice or method of dealing between the parties hereto, shall be used to modify, interpret, supplement or alter in any manner the express terms of this Agreement or any part hereof. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by an authorized representative of the parties.

B. Severability of Provisions. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision by a court of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The remainder of this Agreement shall remain valid and enforceable according to its terms. The parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly effects the parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added.

C. Force Majeure. Neither party shall be deemed in default if its obligations hereunder if the performance of such obligations is delayed or become impossible or impractical by reason of any act of God, war, earthquake, civil commotion, epidemic, act of government or government agency or officers, or any other cause reasonably beyond such party's control and without that party's fault or negligence ("the delaying cause"). Each party experiencing a delaying cause will immediately give the other notice of such delaying cause and an estimate of its duration, and the other party may act in its sole discretion to terminate this Agreement or any part hereof or suspend this Agreement in whole or in part for the duration of the delaying cause. The parties may resume performance under this Agreement once the delaying cause ceases. Unless a party gives notice of termination as provided above within 30 days after notice of the delaying cause, that party will be deemed to have elected to suspend this Agreement for

the duration of the delaying cause. Notwithstanding the foregoing, a change in economic conditions or technology shall not be deemed a force majeure event.

D. Assignment. Neither this Agreement, nor any right, license, privilege or obligation provided herein between the parties may be assigned, transferred or shared by either party, and no obligations hereunder may be delegated, without the other party's prior written consent, which consent shall not be withheld unreasonably, and any attempted assignment, transfer or delegation shall be void. Subject to the provisions of the preceding sentence, any merger, consolidation, reorganization, transfer of substantially all assets of a party, or other change in control or ownership will be considered an assignment for the purposes of this Agreement. This Agreement shall be binding upon and insure to the benefit of each of the parties hereto and their respective legal successors and permitted assigns.

E. Waiver. No waiver of any provision of this Agreement or any rights or obligations of either party hereunder shall be effective, except pursuant to a written instrument signed by the party or parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

F. Governing Law/Forum Selection. All questions concerning the validity, operation, interpretation, and construction of this Agreement shall be governed by and determined in accordance with the laws of the location of the Buyer, without giving effect to its choice of laws provisions. The parties irrevocably submit to venue and exclusive personal jurisdiction in the courts in the location of the Buyer, for any dispute arising under this Agreement and waives all objections to jurisdiction and venue of such courts.

G. Relationship of Parties. Nothing contained herein shall be deemed to create or be construed as creating a joint venture or partnership between the parties. Neither party is, by virtue of this Agreement or otherwise, authorized as an agent or legal representative of the other party. Neither party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind such other party in any manner. Further, it is not the intention of this Agreement or of the parties hereto to confer a third party beneficiary right of action upon any third party or entity whatsoever, and nothing in this Agreement shall be construed so as to confer upon any third party or entity other than the parties hereto a right of action under this Agreement or in any manner whatsoever.