ACCEPTANCE: Vendor is prohibited from shipping or actual shipment of the Goods, or Vendor's promise of performance or undertaking of performance of the Services, as applicable, shall constitute Vendor's agreement that it will deliver the Goods and/or the Services in accordance with the Purchase Order and at the price set forth in the Purchase Order, which shall remain fixed for all orders accepted by Vendor unless otherwise specified herein. Buyer agrees to notify Vendor in writing of any changes in the shipping instructions. Vendor agrees to follow the shipping and invoicing instructions issued by Buyer, which instructions are incorporated by reference into the Purchase Order. Acceptance is limited to the terms and conditions hereof and any different or additional terms and conditions of any Purchase Order. If any Purchase Order or Purchase Order acknowledgement contains terms and conditions other than or in addition to the terms and conditions of this Agreement, the terms and conditions of this Agreement shall govern.

EXCESS OR PARTIAL SHIPMENTS OR PARTIAL PERFORMANCE: Regardless of its actions, Buyer will retain all of its rights against Vendor as to such nonconformities and/or deficiencies. Regardless of its actions, Buyer will retain all of its rights against Vendor as to such nonconformities and/or deficiencies. Buyer's failure to detect nonconformities in the Goods shall not affect Buyer's remedies as to such nonconformities. Regardless of its actions, Buyer will retain all of its rights against Vendor as to such nonconformities and/or deficiencies.

INVESTIGATION AND REJECTION: (a) Final inspection of the Goods shall be made by Buyer at the place specifically designated by Buyer or, if not so designated, at Buyer's facility. If the Goods are defective or unsuitable, or do not conform to all warranties implied by law, Buyer at its option may reject all the Goods, accept such Goods at a discount, or accept any commercial unit and reject the remainder. Vendor shall either give to Buyer a full credit or refund of the purchase price of the rejected whole or portion of the Goods or Vendor, at its expense, shall repair or replace the nonconforming Goods in accordance with Buyer's instructions. For the purposes of inspection of the Goods found to be nonconforming shall be charged to Vendor or deducted from amounts due Vendor. Buyer's failure to detect nonconformities in the Goods shall not affect Buyer's remedies as to such nonconformities. Regardless of its actions, Buyer will retain all of its rights against Vendor as to such nonconformities and/or deficiencies.

(b) If the Services or the tender of delivery fail in any respect to conform to specifications, the terms and conditions of the Purchase Order or applicable industry standards, or if the Services are deficient, at Buyer's option, Vendor shall either give to Buyer a full credit or refund of the purchase price of the rejected nonconforming or deficient Services or, at its expense, shall remedy or perform the Services again in accordance with Buyer's instructions. For the purposes of inspection of the Services found to be nonconforming or deficient shall be charged to Vendor or deducted from amounts due Vendor. Buyer's failure to detect nonconformities or deficiencies in the Services shall not affect Buyer's remedies as to such nonconformities and/or deficiencies. Regardless of its actions, Buyer will retain all of its rights against Vendor as to such nonconformities and/or deficiencies.

TITLE, RISK OF LOSS, FREIGHT, INSURANCE AND ROUTING RATES: Unless otherwise provided to the contrary in writing by Buyer in the Purchase Order, Vendor warrants that for both domestic and international shipments of Goods, title shall pass clear, unrestricted and unencumbered, and risk of loss for the Goods shall pass to Buyer upon delivery. If the Goods are not accepted by Buyer, title and risk of loss for the Goods shall remain with Vendor until delivery of the Goods. Title and risk of loss for the Services shall pass to Buyer as soon as the Services are performed. Buyer will have the option to Vendor at Vendor's expense and risk. (Buyer shall have the option to call for delivery of the Goods in two or more lots, on prior notice thereof.)

EXCESS OR PARTIAL SHIPMENTS OR PARTIAL PERFORMANCE: (a) Buyer may, but is not obligated to, accept shipments that are in excess of or less than the quantity ordered. Buyer may also accept delivery of such Goods and/or the Services, covered hereunder, together with all related packaging, labeling and other material furnished by Vendor, (a) shall be free from defects in workmanship or materials (and from spoilage, in the case of perishable Goods), including, without limitation, such defects as could create a hazard to life or property and (b) shall strictly conform to applicable specifications, instructions, drawings, data, samples and federal, state and local laws, orders and regulations, including, but not limited to, those regarding occupational safety and health. Vendor's warranties set forth herein shall survive any delivery by Vendor and any inspection, acceptance and payment by Buyer.

THIRD PARTY RIGHTS, PATENT, TRADEMARK, TRADE NAME AND COPYRIGHT: Vendor warrants that the purchase, sale or use of the Goods or any part thereof and/or the purchase, sale, receipt or performance of the Services, will not infringe upon the intellectual property, contractual, personal, or proprietary rights, including, without limitation, any United States or foreign patent, trademark, service mark, trade name or copyright, and Vendor shall indemnify Buyer, its affiliates and their respective customers buying, selling, using or receiving the Goods and/or the Services from and against any and all claims (including, without limitation, third party claims), demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) in any way relating to any and all alleged and actual infringements or encroachments. Vendor covenants that, upon Buyer's request and discretion, and at Vendor's expense, Vendor will defend or assist in the defense and subsequent appeal of any suit or action which may be brought against Buyer, its affiliates or their respective customers buying, selling, using or receiving any of the Goods and/or the Services, by reason of any actual or alleged infringement of any of third party's personal, contractual or proprietary rights, including, without limitation, any patent, trademark, service mark, trade name and copyright. In case the purchase, sale or use of the Goods or any part thereof and/or the purchase, sale, receipt or performance of the Services, will infringe upon the intellectual property, contractual, personal, or proprietary rights of Vendor's subsidiaries and/or related companies (including, without limitation, those regarding occupational safety and health). Vendor's warranties set forth herein shall survive any delivery by Vendor and any inspection, acceptance and payment by Buyer.

TERMINATION: (a) Buyer, subject to the provisions of paragraph 7(c), by written notice to Vendor, may terminate immediately all or any part of the Purchase Order in any one of the following circumstances:

i. If Vendor fails to perform any of its obligations under the Purchase Order and does not cure such failure within a period of 10 days (or such longer period as Buyer may authorize in writing) after Buyer gives Vendor notice specifying such failure; or

ii. If a petition is filed by or against Vendor under the bankruptcy laws applicable to Vendor, Vendor makes a general assignment for the benefit of its creditors, a receiver is appointed for any property of Vendor or Vendor is generally unable to pay its debts when due.

(b) In the event that Buyer terminates the Purchase Order in whole or in part, as provided in paragraph 7(a), Buyer may procure replacements for the Goods and/or the Services from other sources upon such terms and in such manner as Buyer may consider appropriate. Vendor shall remit to Buyer upon demand any amounts exceeding the contract price of, and charges included in, the Purchase Order incurred by the exercise of Buyer's rights under this paragraph, and Vendor shall continue the performance of the Purchase Order to the extent not terminated.

(c) If the Purchase Order is terminated as provided in paragraph 7(a), Buyer, in addition to any other rights provided herein, may require Vendor to transfer title and deliver to Buyer in the manner and to the extent directed by Buyer all, or any part of, the Goods and/or the Services acquired for the performance of such part of the Purchase Order as has been terminated, and Vendor, upon Buyer's direction, shall protect and preserve property in the possession of Vendor in which Buyer has an interest. Payment for complete delivery of Goods delivered to and accepted by Buyer shall be at the applicable contract price.

INDEMNIFICATION: In addition to the provisions of paragraphs 6, 10 and 12, Vendor shall defend, indemnify and hold harmless Buyer, its affiliates and their respective customers buying or using the Goods and/or receiving the Services from and against any and all claims (including, without limitation, third party claims, whether or not in Vendor's name, assessments, judgments, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) in any way relating to the failure of Vendor to perform its
PAYMENT FOR SPECIAL TOOLS, DIES, MOLDS AND ENGINEERING DESIGNS:

1. Payment for a special die or mold is made and not included in the unit costs of the produced Goods. If a payment for a special die or mold is made and not included in the unit costs of the produced Goods, the invoice for the produced Goods must state: “A separate payment of US$ [_____] was received by us from Buyer in connection with tools/dies/molds used in the production of this merchandise. See Purchase Order [_____]”. If tools, dies, molds or engineering designs are supplied to Vendor free of charge by Buyer, the invoice must state: “Tools/dies/engineering designs were supplied free of charge by Buyer and not included in the unit costs above.”

2. Packaging:

A packing slip showing order number must accompany each shipment. Packages must bear Buyer’s order number and show country of origin, gross, tare, and net weights or quantity as required. Vendor shall be responsible for the timely and correct marking of each package. The marking must be legible and must contain all the required information.

3. Payment:

Payment is not included in the unit price for the Goods, the amount of that payment is separately identified in the invoice accompanying the Goods and be separately identified as follows: “A separate payment of US$ [_____] per unit has been paid by Buyer and is not included in the invoice price.”

NOTICES:

Any notice, request, consent or demand on Buyer shall be given in writing by overnight courier service, or by facsimile or e-mail, promptly confirmed by overnight courier service, to the street address designated by Buyer.

ASSIGNMENT:

None of the Purchase Order, Vendor’s accounts receivable relating to the Goods and/or the Service, and Vendor’s rights and obligations hereunder shall be assigned or delegated by Vendor without the prior written consent of Buyer and any attempted assignment or delegation without such consent shall in no event relieve Vendor in whole or in part of its obligations hereunder. Purchases of parts and materials normally purchased by Vendor in the ordinary course of its business required by the Purchase Order shall not be construed as an assignment or subcontrat.

FORCE MAJURE:

Buyer shall have the right to terminate the Purchase Order, without any liability of any kind to Vendor, at any time upon written notice to Vendor in the event that the Purchase Order is suspended for more than 15 days by reason of force majeure.

APPLICABLE LAW AND JURISDICTION:

The validity, construction and performance of the Purchase Order as well as the rights of the parties hereunder shall be governed by and construed under the laws of the State of South Carolina (without giving effect to its principles of conflict of laws). Buyer by accepting the Purchase Order irrevocably and unconditionally subject to objections of jurisdiction and venue, consents to the exclusive jurisdiction of the Courts of South Carolina for purposes of any suit, action or proceeding arising out of or relating to the Purchase Order, and agrees to take any and all future action necessary to submit to the jurisdiction of such courts. However, Buyer may at its own option, bring or institute other judicial proceedings, against Vendor in any court in any place where Vendor or any of its assets may be found. The United Nations Convention on Contracts for the International Sale of Goods shall not govern the Purchase Order.

NONWAIVER:

A failure by either party to enforce at any time any provision hereof shall not constitute a waiver of such provision or the right of such party thereafter to enforce such provision.

CONFIDENTIAL INFORMATION:

Vendor shall not disclose to any person or entity outside of its employ, or use for any purpose other than to fulfill its obligations under the Purchase Order, any information which is received by Vendor from Buyer and which relates to the Purchase Order, or which is developed by Vendor in connection with the performance of the Purchase Order as well as the rights of the parties hereunder to the Purchase Order, and agrees to take any and all future action necessary to submit to the jurisdiction of such courts. However, Buyer may at its own option, bring or institute other judicial proceedings, against Vendor in any court in any place where Vendor or any of its assets may be found. The United Nations Convention on Contracts for the International Sale of Goods shall not govern the Purchase Order.

DEDUCTION AND SET-OFF:

Any sums payable to Vendor arising from any transaction or occurrence hereunder shall be subject to all claims and defenses of Buyer and Vendor may set off and deduct against any such sums all present and future indebtedness of Vendor to Buyer. Vendor shall be deemed to have accepted each such deduction unless Vendor, within 30 days following receipt of the deduction voucher, notifies Buyer in writing as to why a deduction should not be made and provides documentation for the reasons given.

RESTRICTION ON USE OF CERTAIN HAZARDOUS SUBSTANCES IN ELECTRICAL AND ELECTRONIC COMPONENTS:

Vendor warrants that the resale, supply or export of the Goods (whether used as a component or otherwise) by Buyer in any market will not violate any law, directive or regulation, including, but not limited to, Directive 2002/95/EC of the European Parliament and of the Council of 27 January 2003 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (as recast by Directive 2011/65/EU) (collectively, the “Applicable Directives”). Vendor further agrees to provide for each of the Goods delivered a Declaration of Conformity, and upon request of Buyer, shall supply correct technical data regarding compatibility with the Applicable Directives by Vendor. Vendor also shall ensure compliance with the obligations set forth in this paragraph 22 by any subcontractors that develop the Goods, or part thereof, on behalf of Vendor.

MISCELLANEOUS:

All right granted to Buyer under the Purchase Order shall be in addition to and not in lieu of Buyer’s rights arising by operation of law. Any provisions of the Purchase Order which are typewritten or handwritten by Buyer shall supersede any contrary or inconsistent printed provisions. All the terms of the Purchase Order shall apply to additional quantities of the Goods and/or additional Services ordered by Buyer. The price set forth in the Purchase Order includes the cost of manufacturing, packaging,
labeling, storage, cartage and shipping, unless otherwise specified herein. (Buyer specifically rejects any interest, service or late charges.) Unless otherwise expressly agreed in writing, all prices are to be stated in United States dollars. If prices are specified herein, Vendor may not increase the price of ordered Goods or Services before shipment or performance, as applicable, without a revised Purchase Order signed by Buyer. If price is omitted, it is agreed that the Goods and/or the Services shall be billed at the price last quoted or paid, or the prevailing market price at the time of order, for the Goods and/or the Services, whichever is the lowest.

24. INVOICES: Vendor's invoices shall be in English and contain a complete description of the Goods (including, but not limited to, commercial designation, material composition and, if a part of another item, identification of the item of which a part), quantity shipped, unit and total price paid or payable for the Goods with any taxes specifically identified, and any additional statements as provided by the Purchase Order. Vendor's invoices shall be accompanied by a signed (1) original bill of lading, (2) express “shipper’s collect receipt” or (3) in case of prepaid shipments, original paid transportation bill showing the full amount of all freight and related charges paid. A separate invoice must cover each shipment. Amounts due and owing on invoices shall be for the quantity of the Goods received on the accompanying signed receiving documents, at the price set forth in the Purchase Order or if price is omitted in the Purchase Order, at the price last quoted or paid, or the prevailing market price at the time of order, for the Goods, whichever is the lowest, unless modified by Buyer in writing.

25. COMPLIANCE: In accepting the Purchase Order, Vendor warrants and certifies its compliance with all relevant EEO/AA laws, orders and regulations, the pertinent language of which is hereby incorporated by reference. Vendor certifies specific compliance with E. O. 11246; Section 503 of the Rehabilitation Act of 1973; and Section 402 of the Vietnam Era Veterans’ Readjustment Assistance Act of 1974. Additionally, if Vendor is a subcontractor described in 41 CFR Section 61-250.1, then the contract clause set forth in 41 CFR Section 61-250.10 shall be deemed incorporated herein by reference. Buyer requires and Vendor further warrants and certifies that Vendor will not obtain merchandise from manufacturers/sellers where Vendor has knowledge or has reason to believe that said manufacturers/sellers utilize forced, prison or child labor. Additionally, Vendor shall comply with (i) all applicable executive orders, federal laws, state laws and related regulations relating to Vendor’s and/or Buyer’s general business, customs clearance, marking and employment practices and (ii) the requirements of Buyer’s Environmental Health and Safety Requirements for Contractors, as amended, a copy of which shall be obtained by Vendor prior to performing its obligations under the Purchase Order.

26. CERTIFICATIONS: Vendor hereby represents and warrants to Buyer, and covenants and agrees, that it has caused all equipment and equipment parts and components and all other electrical or electronic goods (the “Electrical Goods”) to be approved and certified for use in the United States by a Nationally Recognized Testing Laboratory qualified by the Occupational Safety and Health Administration, and that the Electrical Goods are in compliance with all applicable federal, state and local laws, orders and regulations, including, without limitation, those regarding occupational safety and health. Additionally, if Buyer is permitted or authorized to sell, license or otherwise distribute the Electrical Goods in international markets or territories, Vendor hereby further represents and warrants to Buyer, and covenants and agrees, that it has caused the Electrical Goods to be appropriately certified for use, and the Electrical Goods meet all applicable laws, orders and regulations for product safety, in such market or territory. If the Electrical Goods are not at any time so certified or in compliance with any of the aforementioned laws, orders and regulations, Vendor at no cost to Buyer shall take all steps necessary to modify or replace the Electrical Goods so as to make them so certified and in compliance.