

Future Electronics Standard Terms & Conditions of Sale

These terms and conditions ("Terms and Conditions") are integral parts of the Purchase Order which govern the sale of products ("Products") and the provision of services ("Services") under the Purchase Order. The Purchase Order and these Terms and Conditions take precedence over Buyer's terms and conditions including any supplemental or conflicting terms and conditions to which notice of objection is hereby given. Acceptance by Buyer is limited to and conditioned upon Buyer's assent to these Terms and Conditions. Neither Seller's commencement of performance nor delivery shall be deemed or constituted as acceptance of Buyer's supplemental or conflicting Terms and Conditions. Buyer's acceptance of delivery of the Products and/or Services from Seller shall be deemed to constitute acceptance of the Terms and Conditions contained herein. THESE TERMS AND CONDITIONS MAY ONLY BE WAIVED OR MODIFIED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

1. Orders:

All orders placed by Buyer are subject to written acceptance by Seller. Orders may not be cancelled or rescheduled without Seller's prior written consent. All orders must include delivery dates, quantities and complete description of Products being purchased. Buyer is responsible for the accuracy of its order and any Buyer's specification and for supplying any relevant information within sufficient time to enable Seller to perform the contract for delivery of Products/Services.

All orders for Products placed by Buyer are subject to acceptance by Seller. Orders may not be cancelled or rescheduled without Seller's written consent. All orders must include delivery dates, quantities and complete description of Products being purchased.

Seller may in its sole discretion allocate Products to its Customers.

Seller may designate certain Products as non-cancelable, non-returnable ("NCNR") or Customer specific ("C/S") Products and the sale of such Products shall be subject to the special terms and conditions contained in Seller's Special Products Agreement or the NCNR Agreement for Scheduled Orders, which shall prevail and supersede any inconsistent terms and conditions contained herein or elsewhere.

Seller reserves the right to make changes to the specifications of any Products/Services supplied which are required to conform with any applicable safety, statutory or EC requirements or, where Products are to be supplied to Product's specification, which do not materially affect the quality or performance, or resulting from any change in manufacturer's product specification.

2. Prices:

2.1 The prices of the Products and Services are those specified on the front of Seller's invoice or on Seller's estimate for the relevant Products.

Pricing for Services may be increased in the event that Buyer requires additional work, which is beyond the scope of the estimate or the initial order or for any other causes beyond Seller's reasonable control. Pricing for undelivered Products may be increased in the event of any increase in Seller's costs, change in market conditions or any other causes beyond Seller's reasonable control.

Price, quotations, unless otherwise stated, are valid on day of issue only, thereafter Seller may change them without notice.

2.2 Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes including, but not limited to Value Added Tax or Stamp Tax. Buyer agrees to pay these taxes unless i) Buyer has provided Seller with an exemption resale certificate in the appropriate form for the jurisdiction of Buyer's place of business and any jurisdiction to which Products are to be directly shipped hereunder, or unless the sale is otherwise exempt from these taxes; ii) Seller agrees in writing that the sale is exempted. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes shall appear as separate items on Seller's invoice.

3. Payment:

3.1 Upon approval of credit, Seller's standard terms of payment are net thirty (30) days from the date of invoice unless otherwise specified in writing by Seller. In addition, Buyer will be deemed to have accepted an invoice upon the fifteenth (15th) day from the date of invoice and no further objections to the invoice will be permitted or accepted. If Seller otherwise specifies in writing payment terms longer than thirty (30) days from the date of invoice, then: (i) the invoice will be deemed accepted upon the thirty (30th) day from the date of invoice and no further objections will be permitted or accepted; and (ii) Buyer must certify within thirty (30) days from the date of invoice that payment has been submitted for processing. Seller may invoice each shipment separately and each shipment shall be considered a separate and individual contract. Buyer agrees to pay Seller's invoice in full without any deductions or set-off.

3.2 Time for payment of invoices is of the essence. All late payments shall be charged interest computed on a daily basis from the due date until paid in full. Seller is entitled to receive interest at the rate of one-half percent (0.5 %) per month or the maximum rate permitted by applicable law plus reimbursement for costs of debt collection (including reasonable legal fees of Seller and court costs), in any action to collect full payment for Products/Services supplied.

3.3 Transportation or shipping charges from Seller's facility to Buyer's facility shall be paid by Buyer to Seller, in addition to the purchase price of the Products, unless otherwise agreed to in writing by Seller. Seller will select the carrier in the absence of specific instructions by Buyer.

3.4 Seller reserves the right to establish and/or change credit and payment terms when, in Seller's sole opinion, Buyer's financial condition or previous payment record warrants such action. Further, on delinquent accounts, Seller shall not be obligated to continue performance under any agreement with Buyer.

3.5. If Seller believes in good faith that Buyer's ability to make payments may be impaired or if Buyer shall fail to pay any invoice when due, Seller may suspend delivery of any order or any remaining balance thereof until such payment is made or cancel any order or any remaining balance thereof, and Buyer shall remain liable to pay for any Products or Services already shipped and all NCNR and CS Products ordered by Buyer.

3.6. Seller retains a purchase money security interest in the Products and Services delivered to Buyer, and in their accessories, replacements, accessions, proceeds and Products and Services, including accounts receivable (collectively, the "Collateral") to secure payment of all amounts due under the Purchase Order. Buyer's failure to pay all amounts hereunder in full when and as due shall constitute a default hereof and shall give Seller all rights of a secured party. If Buyer fails to pay any amount when due, Seller shall have the right to repossess and remove all or any part of the Collateral from Buyer, but not from Buyer's Customers. Any repossession or removal shall be without prejudice to any other remedy of Seller hereunder, at law or in equity. Buyer agrees, from time to time, to take any act and execute and deliver any document (including, without limitation, financing statements) reasonably requested by Seller to transfer, create, perfect, preserve, protect and enforce this security interest.

3.7. Any payment received from Buyer may be applied by Seller against any obligation owing from Buyer to Seller, regardless of any statement appearing on or referring to such payment, without discharging Buyer's liability for any additional amounts owing from Buyer to Seller, and the acceptance by Seller of such payment shall not constitute a waiver of Seller's right to pursue the collection of any remaining balance.

3.8. Seller reserves the right to request, in its sole discretion, that a deposit for the Services be provided by Buyer, equivalent to not less than fifty percent (50%) of the estimated fee for the Services, prior to beginning work on the Services.

4. Delivery and Title:

4.1 All deliveries will be made DDU agreed destination (as defined in Incoterms 2000) Seller's facility or FOB place of origin. Subject to Seller's right of stoppage in transit, delivery of the Products to carrier shall constitute delivery to Buyer and title and risk of loss shall thereupon pass to Buyer. Selection of the carrier and delivery route shall be made by Seller unless specified by Buyer.

4.2 Buyer acknowledges that delivery dates provided by Seller are estimates only and Seller shall not be liable for delays in delivery or for failure to perform due to events beyond the reasonable control of Seller nor shall the carrier be deemed an agent of Seller.

4.3 In the event of delay caused by such event, the date of delivery shall be extended for a period equal to the time lost as a consequence of the delay in delivery without subjecting Seller to any liability or penalty. Time for delivery shall not be of the essence.

4.4 If the Products perish while in the custody of the carrier, the Seller shall be deemed to have performed its obligations in full.

4.5 Where the Products/Services are to be delivered in installments each delivery shall constitute a separate contract and failure by Seller to deliver any one or more installments under these Terms and Conditions or any claim by Buyer in respect of any installment shall not entitle Buyer to refuse future deliveries.

4.6 Delivery of a quantity, which varies from the quantity specified, shall not relieve Buyer of the obligation to accept delivery and pay for the Products and/or Services delivered.

4.7 Title in the Products shall not pass to Buyer until such time as full payment for the Products has been received by Seller and until such time, Buyer shall hold the Products as Seller's fiduciary agent or trustee and bailee, and shall keep the Products separate to Buyer's goods and to those of third parties and properly stored, protected, insured and identified as Seller's property, but Seller shall be entitled to resell or use the Products in the ordinary course of Seller's business. Until title in the Products passes to Buyer, Seller can require Buyer to return the Products and, if Buyer fails to do so, immediately on request, Seller may enter Buyer's premises to repossess them.

4.8 Buyer shall indemnify Seller against liability for damage caused in repossessing Products. Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Products which remain Seller's property, but if Buyer does so, all moneys owing by Buyer to Seller shall forthwith become due and payable.

4.9 Buyer agrees, from time to time, to take any act and execute and deliver any document (including, without limitation, financing statements) reasonably requested by Seller to transfer, create, perfect, preserve, protect and enforce the provisions of this Clause 4.

5. Acceptance/Returns:

5.1 Services shall not be subject to a right of inspection by Buyer, and shall be deemed to be accepted by Buyer upon delivery of the said shipments to Buyer unless rejected upon receipt. No returns will be accepted for rejected Services.

5.2 Shipments will be deemed to have been accepted by Buyer upon receipt of the said shipments at Buyer's facility unless rejected. Buyer shall perform whatever inspection or tests Buyer deems necessary as promptly as possible but in no event later than five (5) days of delivery, after which time Buyer will be deemed to have irrevocably accepted the Products. Any discrepancy in shipment quantity must be reported to the Seller within five (5) working days of receipt of the Products. In the event of an over shipment, Buyer shall have the option to return the Products to Seller at Seller's expense or alternatively, Buyer may elect to retain the excess Products (subject to adjustment of the invoice or the issuance of another invoice to account for such additional items). Any Product returns shall be subject to compliance with Seller's Return Merchandise Authorization ("RMA") policies and procedures as well as applicable restocking charges equivalent to 50% of the value of such Product as specified in Seller's invoice to Buyer. Buyer may obtain details of these policies and procedures from Seller on request. Returned Products must be in the original packaging and conform to minimum package quantity (MPQ) requirements. Products not eligible for return shall be returned to Buyer freight collect.

6. Limited Warranty and Limitation of Liability:

6.1 Seller warrants that so far as it is reasonably able to do, it will transfer to Buyer the benefit of any transferable warranties or indemnities that the manufacturer of the Product or the third party vendor/service provider provides to Seller (subject always to the terms, conditions and limitations of any such warranty) and any other rights which the Seller may enforce against the manufacturer. SELLER SHALL HAVE NO LIABILITY TOWARDS BUYER BEYOND THE EXPRESS TERMS OF SUCH MANUFACTURER PRODUCT WARRANTIES. SELLER ASSUMES NO LIABILITY FOR THE QUALITY OF THE WORK PERFORMED OR SERVICES RENDERED BY THIRD PARTY VENDORS/SERVICE PROVIDERS. IT IS BUYER'S OBLIGATION TO REQUEST COPIES OF ANY APPLICABLE MANUFACTURER WARRANTIES AND BUYER SHALL BE DEEMED TO HAVE ACCEPTED SUCH WARRANTIES UPON ACCEPTANCE OF THE PRODUCTS AND/OR SERVICES.

6.2 Buyer's remedies relating to any claim that Products are defective or not in accordance with the contract for their supply or not in accordance with any express description, representation, condition or warranty implied by law or any other claim in respect of the Products or any workmanship relating thereto shall in all cases be limited to enforcement of the manufacturer's warranty (as mentioned above) and the Seller shall not be liable for damages, compensation, costs, expenses losses of any kind, direct or indirect or consequential and any other remedy which would otherwise be available in law is hereby excluded (save only to the extent that such exclusion is prohibited by the applicable governing law). IT IS BUYER'S OBLIGATION TO REQUEST COPIES OF ANY APPLICABLE MANUFACTURER WARRANTIES AND BUYER SHALL BE DEEMED TO HAVE ACCEPTED SUCH WARRANTIES UPON ACCEPTANCE OF DELIVERY OF THE PRODUCTS.

6.3 Seller's exclusive obligations with respect to any non-conforming, Products/Services or breach of warranty or condition in relation to quality, fitness for purpose, merchantability or suitability of Products/Services shall be, at Seller's option, to repair or replace the Products, if it is determined to be defective, or to re-perform the Services, or to refund or credit the Buyer the price paid for the relevant Products/Services. THE FOREGOING WARRANTIES ARE THE SOLE WARRANTIES, GIVEN BY SELLER IN CONNECTION WITH THE PRODUCTS/SERVICES, AND SELLER DISCLAIMS AND EXCLUDES TO THE FULLEST EXTENT PERMITTED BY LAW ALL OTHER WARRANTIES AND CONDITIONS (WHETHER EXPRESS OR IMPLIED UNDER THE LAWS AND REGULATIONS OR OTHERWISE) INCLUDING, BUT NOT LIMITED TO THOSE RELATING TO QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT OF THIRD PARTY RIGHTS AND LATENT DEFECTS (and subject to the following clauses 6.4 to 6.11).

6.4 Where the Products/Services are sold to a consumer within the meaning of the Unfair Contract Terms Act 1977 the CONSUMER'S STATUTORY RIGHTS UNDER SECTIONS 12-15 OF THE SALE OF GOODS ACT ARE NOT AFFECTED BY THESE CONDITIONS.

6.5 Replacement Products are warranted as set forth above. Any Products repaired or serviced by Seller are warranted as provided in this Section 6 for the remainder of the warranty period or ninety (90) days after the Products are returned to Buyer, whichever is later (based upon the date that repair or other agreed service is completed).

6.6 No warranty shall apply to any Products that have been subject to misuse, improper testing, assembly, mishandling, or which has been operated contrary to current instructions relating to installation, maintenance or operation, or contrary to industry standards relating to acceptable input power.

6.7 Seller disclaims, shall have no liability for any trademark, trade dress, trade secret, copyright, design or patent infringement, or any other intellectual property right, which may occur, as a result of the sale of Products to Buyer. Buyer's only remedy or recourse for trademark, trade dress, trade secret, copyright, design or patent infringement shall be against the manufacturer of the Products which is explicitly subject to the limited warranty and/or indemnification provided by the manufacturer of the Product, if any. There shall be no remedy or recourse against Seller or the manufacturer to the extent the infringement arises from or is otherwise based upon (i) the manufacturer's or Seller's compliance with the particular requirements of Buyer in providing the Services or the manufacturer's compliance with the particular requirements of Buyer that differ from the manufacturer's standard specifications for the Products;

(ii) modifications or alterations of the Products other than by the manufacturer or Seller that are not at the request of the Buyer; or

(iii) a combination of the Products with other items not furnished or manufactured by the manufacturer or Seller.

6.8 SUBJECT TO CLAUSE 6.10 BELOW, BUYER SHALL NO IN ANY EVENT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE TO BUYER BY REASON OF ANY REPRESENTATION (UNLESS FRAUDULENT) OR ANY IMPLIED WARRANTY, CONDITION OR OTHER TERM OR ANY DUTY AT COMMON LAW OR UNDER AN EXPRESS TERM OF THE PURCHASE ORDER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE (WHETHER FOR LOSS OF PROFIT, TURNOVER, BUSINESS, GOODWILL OR OTHERWISE) COSTS, EXPENSES OR OTHER CLAIMS FOR COMPENSATION WHATSOEVER (WHETHER CAUSED BY SELLER'S NEGLIGENCE OR THAT OF ITS EMPLOYEES OR AGENTS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THE SUPPLY OF THE PRODUCTS/SERVICES OR THEIR USE OR RESALE BY BUYER AND,

6.9 TO THE EXTENT PERMITTED BY THE MANDATORY APPLICABLE LAWS AND REGULATIONS, SELLER'S ENTIRE LIABILITY UNDER OR IN CONNECTION WITH THE PURCHASE ORDER SHALL NOT EXCEED THE PRICE OF THE PRODUCTS/SERVICES. FORMING THE SUBJECT OF THE BUYER'S CLAIM,

6.10 PROVIDED ALWAYS THAT NOTHING IN THESE TERMS AND CONDITIONS SHALL OPERATE OR BE CONSTRUED SO AS TO EXCLUDE OR RESTRICT THE LIABILITY OF THE SELLER FOR FRAUD OR DEATH OR PERSONAL INJURY CAUSED BY REASON OF THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES OR AGENTS.

6.11 If the Buyer wishes to claim under the foregoing warranties the Buyer must notify the Seller within fourteen (14) days of discovery of any defect and in any event no later than twelve (12) months of the delivery of the relevant Products, otherwise Buyer waives its rights and Seller shall have no liability for any alleged defect. The above warranties are not assignable and Seller cannot accept warranty returns directly or indirectly from Buyer's own customers or from the user of the Products. Nothing herein shall create any privity of contract between the Seller and the Buyer's own customers.

6.12 Buyer acknowledges that the Purchase Order was entered into at arms length and that it was not fraudulently induced to enter into the Purchase Order, in whole or any part, and Buyer explicitly disclaims and waives any claim with respect thereto.

7. Intellectual Property:

If any Product or Service includes software or other intellectual property, such software or other intellectual property is provided by Seller to Buyer subject to the copyright and user license, if any, for such Products and Services, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

Buyer acknowledges and understands that Seller is not the manufacturer of any Products ordered or to be supplied to Buyer. Buyer acknowledges and understands that Seller is not liable to Buyer or any third party for any copyright, design or patent issue, right or claim that may arise in relation to any Product or Services.

8. Export Control/Use of Products:

Buyer certifies that it will be the recipient of Products to be delivered by Seller. Buyer agrees that the Products are subject to the export and/or import control laws and regulations of various countries (and in particular are/maybe subject to the export control regulations of Singapore and/or the USA, as amended) and agrees that the Products/Services will not be used for purposes associated with any chemical, biological, nuclear weapons or missiles capable of delivering such weapons, or in support of any terrorist activity or any other military use, nor will they be re-sold if it is known or suspected that they are intended to be used for such purposes. Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Products/Services into the country of destination and for the payment of any duties thereon. Buyer agrees that it will not sell, resell, re-export or ship or otherwise divert, directly or indirectly, any of the Products delivered by Seller and further agrees to comply strictly with all Chinese export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. In the ordinary course of the Seller's business, the Seller distributes Products which it purchases from the manufacturer thereof and Seller makes no alterations whatsoever before sale to the Buyer. In so far as it is practicable the Seller maintains the integrity of and sells the Products in the manufacturer's packaging. Buyer agrees that in all cases, the Buyer has knowledge of the origin of the Products and all Buyers orders are placed in that knowledge and at the specific request of the Buyer. In selecting and ordering the Products, Buyer agrees that it is using its own skill and judgment. Buyer agrees that Products sold by Seller are not designed by the manufacturer for use in life support, life sustaining or nuclear applications or in devices or items intended for surgical implant into the body, or other applications or products for which a product failure may result in personal injury, death, or catastrophic property damage. If Buyer sells or otherwise uses the Products for such applications, or breaches its obligations relating to export restrictions, use or misuse of the Products in the manner referred to in clause 6.6 above, the Buyer agrees that it does so completely at its own risk and irrevocably undertakes to indemnify Seller and its suppliers/manufacturers for any damages resulting from such sale or use or misuse, including Seller's reasonable legal fees and expenses.

9. Use of Products:

Products or Services sold by Seller are not designed, intended or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Products or Services could reasonably be expected to result in personal injury, loss of like or catastrophic property damage. If Buyer uses or sells the Products or Services for use in any such applications:

- (1) Buyer acknowledges that such use or sale is at Buyer's sole risk;
- (2) Buyer agrees that Seller and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use, and that such sale or use will void the original manufacturer warranty on such product; and
- (3) Buyer agrees to indemnify, defend and hold Seller and the manufacturer of the Products harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale, including reasonable attorney's fees.

10. Technical Assistance or Advice:

Any technical assistance or advice offered by Seller regarding use of any Products/Service or provided in connection with Buyer's purchases is given free of charge and as an accommodation to Buyer. Seller shall not be held liable for the content or Buyer's use of such technical assistance or advice nor shall any statement made by any of Seller's representatives in connection with the Products/Services constitute a representation or warranty, express or implied. Seller's employees or agents are not authorized to make any representations regarding any Products/Services unless confirmed by Seller in writing and signed by a Director of Seller. Buyer acknowledges that it does not rely on any such representations that are not so confirmed. Any typographical or other error or omission in any sales literature, pricing, invoice or quote is subject to correction without any liability on the Seller's part.

11. Government Contracts:

In the event that Buyer's order was placed under a contract with any governmental body, agency or instrumentality (the "Government"), Seller shall not be bound by, nor be obligated to comply with, any contract provisions, statutes or regulations (including without limitation, Government Procurement Law of the People's Republic of China) applicable to such contract and the Products or Services to be provided hereunder unless, pursuant to law or regulation, Seller must be bound and Buyer has, at the time of order placement, expressly placed Seller on notice in writing other than by terms printed on order forms or other pre-printed forms. Any audit or inspection shall be conducted with the understanding that except as otherwise required by statute or regulation, all rights in technical data owned by Seller are hereby reserved. No provisions of Buyer's order placed under a contract with the Government will be binding on Seller except as expressly set forth in this section and provided Seller's has agreed in writing.

12. Limitation Period:

Subject to any of the limitations expressed in the applicable manufacturer's warranty, no action by Buyer may be brought at any time for any reason against Seller or the manufacturer more than twelve (12) months after the facts occurred upon which the cause of action arose.

13. Choice of Law and dispute resolution:

The validity, interpretation and performance of the Purchase Order for all Products delivered and all Services performed, shall be governed by, and construed in accordance with the laws of China, without giving effect to conflict of laws principles.

Both parties agree that any action, demand, claim or counterclaim relating to the terms and provisions of the Purchase Order, or to any claimed breach, shall be commenced in a court of competent jurisdiction in Shanghai. Both parties waive any objection it may have with respect to the jurisdiction of such courts or the inconvenience of such forums or venues. All procedures shall be conducted in Chinese.

Both parties agree that for any interpretation of the Purchase Order (and all related documents) the English version of the Purchase Order shall prevail. With respect to all disputes, the provisions of the United Nations Convention on Contracts for the International Sale of Goods 1980 (as amended, replaced or codified from time to time) shall not apply.

Dispute Resolution:

Any dispute arising from or in connection with the Purchase Order and these Terms and Conditions shall be submitted to the China International Economic and Trade Arbitration Commission (the "CIETAC") for arbitration in Shanghai, China, in accordance with the arbitration rules of CIETAC, which are in effect at the time the application for arbitration is made.

There shall be three (3) arbitrators, one of whom shall be appointed by Seller, one of whom shall be appointed by Buyer, and the third arbitrator, who shall be the presiding arbitrator, shall be appointed according to the mutual decision of the Parties. In the event the Parties do not mutually select a presiding arbitrator within twenty (20) days after either Party has been notified by CIETAC regarding the selection of the arbitrators, the presiding arbitrator shall be appointed by the Chairman of CIETAC. The arbitration award shall be final and binding upon the Parties.

14. Force Majeure:

Seller shall not be liable for its inability to secure sufficient quantities of any Products or failure to perform or to deliver Products/Services due to causes beyond Seller's reasonable control including, but not limited to, Acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Products, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources which shall be considered as an event of force majeure excusing Seller from performance and barring remedies for non-performance. In an event of force majeure condition, Seller's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting Seller to any liability or penalty. Seller may, at its option, suspend performance, cancel, terminate or vary the terms of the contract for the relevant Products/Services, without any liability or penalty, by giving notice of such cancellation to Buyer.

15. Non-Waiver:

No course of dealing or failure of either party to strictly enforce any Condition or term, right or condition of the parties' contract shall be construed as a waiver of that term, right or condition nor shall Seller's acceptance of a purchase order be deemed as an acceptance of any terms and conditions therein.

16. Confidentiality:

Each party shall use its best efforts (and, in any event, efforts that are no less than those used to protect its own Confidential Information) to protect from disclosure the Confidential Information of the other party. Buyer may not during the term of the Purchase Order and these Terms and Conditions as well as thereafter disclose to any third party the terms of the parties' contract and any Confidential Information pertaining to Seller and shall not use such information other than for the agreed purpose.

17. Insolvency:

This clause applies if: (a) Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or (b) an encumbrancer takes possession, or a administrator or administrative receiver is appointed, of any of Buyer's property or assets; or (c) Buyer ceases, or threatens to cease, to carry on business; or (d) Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to Buyer and notifies Buyer accordingly. If this clause applies then, without prejudice to any other right or remedy available to Seller, Seller shall be entitled to terminate the Purchase Order and the Terms and Conditions or suspend any further deliveries without any liability to Buyer, and if the Products/Services have been delivered but not paid for, the price shall become immediately due and payable by the Buyer notwithstanding any contrary agreement.

18. Entire Agreement:

These Terms and Conditions together with any its annex shall constitute integral parts of the Purchase Order and shall have the same effectiveness as Purchase Order.

The Purchase Order and these Terms and Conditions supersede all prior oral and written quotations, communications, agreements, and understandings of the parties with respect to the subject matter of the Purchase Order. Products furnished and Services rendered by Seller are done so only in accordance with these Terms and Conditions.

The transactions between the parties and shall not be modified or rescinded, except by a written agreement signed by Seller and Buyer.

19. Notices

All notices or correspondences required or permitted under the Purchase Order shall be made at the respective addresses of the Parties as specified in the Purchase Order in writing and shall be sent by email, facsimile, registered mail or overnight courier. Any notice sent in accordance herewith shall be deemed to be served to the addressee:

- (1) If mailed, three business days after mailing;
- (2) If sent by messenger, upon delivery;
- (3) If sent by an overnight courier that guarantees second day delivery, two business days after mailing through such service, and
- (4) If sent via e-mail or facsimile, upon transmission and electronic confirmation of receipt or (if transmitted and received on a non-Business Day) on the first business day following transmission and electronic confirmation of receipt.

20. General:

As used herein, terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular. No rights, duties, agreements or obligations hereunder may be assigned or transferred by Buyer, by operation of law, merger or otherwise, without the prior written consent of Seller. Any attempted or purported assignment shall be void. Seller's obligations under these terms and conditions may be performed by divisions, subsidiaries or affiliates of Seller. The obligations, rights, terms and conditions hereof shall be binding on the parties hereto and their respective successors and assigns. The waiver of any provision hereof or of any breach or default hereunder shall not be deemed a waiver of any other provision hereof or breach or default hereunder. No course of dealing or failure of either party to strictly enforce any term, right or condition of the Purchase Order and the Terms and Conditions shall be construed as a waiver of that term, right or condition nor shall Seller's acceptance of a purchase order be deemed as an acceptance of any terms and conditions therein. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.