

Remarks:

- 1)Price:This is Basic Price
- 2)IGST:NIL, as the same will be supplied to SEZ Unit against LUT
- 3)Warranty: As per Direct Manufacturer
- 4)Payment Terms:Net 30 Days
- 5)Freight:Included in above price
- 6)Delivery:Within 4 to 6 Weeks from PO date
- 7)Quotation Ref. No. <(>&<) Date: CS-SQ-BLR2018-19-001654-R1 Dtd 19 Mar 19

SUPPLIER:

Connectivity IT Solutions Private Ltd
10th Main, BSK 2nd Stage,
Bengaluru, Karnataka
India 560070

Purchase Order

Purchase Order No
6000000126

Page:
1 of 8

This purchase order number must appear on all invoices, packing lists, cartons and correspondence related to this order.

Ship To: e-Infochips Limited Unit-A
Level 3, Wing B (Part),
Tower 9, MTDCCL SEZ,
Pune, Maharashtra
India 411013

Bill To: e-Infochips Limited Unit-A
Level 3, Wing B (Part),
Tower 9, MTDCCL SEZ,
Pune, Maharashtra
India 411013
GSTN: 27AACCS1310E2ZY

Sales Person: Chithra Vasanth	Supplier No : 4000001121	Date of Order: 26.03.2019	Revised Date
Payment Terms: Net 30 days	Ship Via	Buyer Email: VISHWAS.GOKHALE@EINFOCHIPS.COM	
Freight Terms	Confirm To/Telephone: 9513591518	Inco Terms: Costs, insurance & freight	

Line	Part Number Description	Delivery Date	Quantity	UOM	Curr	Unit Price	Extended Price
00010	PaloAlto Firewall PA 820 with Power Cord :	10.05.2019	1.00	EA	INR	3,02,500.00	3,02,500.00

Basic Price	:	3,02,500.00
NRE Charges	:	0.00
CGST	:	0.00
SGST	:	0.00
IGST	:	0.00
Ship&Hndlg Chrgs	:	0.00
Freight Charges	:	0.00
Bank Charges	:	0.00
Grand Total in INR	:	3,02,500.00

Amt in words : THREE LAKH TWO THOUSAND FIVE
HUNDRED Rupees

Approved By : Anish Sharma
Buyer : Vishwas G

Purchase Terms and Conditions

Effective Date: 11-feb-2019

"Buyer" means elfnochips Limited or any of its subsidiary companies. "Seller" means the party selling the applicable "Product, Process or Service" as applicable to Buyer. References to "products" include items specifically provided for in the purchase order or incorporated in services Buyer purchases from Seller.

Any "Product, Process or Service" as applicable Buyer purchases from Seller by electronic, phone, paper or any other form of transmission are purchased subject to the terms and conditions. This order constitutes Buyer's offer to Seller, which Buyer may revoke at any time before Seller accepts it. By selling "Product, Process or Service" as applicable to Buyer, Seller confirms that the following terms and conditions apply to Buyer's purchases. This order does not constitute an acceptance by Buyer of any offer to sell, any quotation, or any proposal, and reference in this order to any such offer to sell, quotation, or proposal shall in no way constitute a modification of any of the terms and conditions of this order.

1. EXCLUSIVE TERMS

The terms and conditions set forth herein are the exclusive terms and conditions governing the transaction. Additional and/or modifying terms proposed by the seller either in acknowledgement hereof or in Seller's quotation are expressly rejected and shall be of no force or effect whatsoever unless otherwise agreed to in a written document signed by a purchasing representative of elfnochips Ltd

a) Components & Other Purchases

- i) Invoices/ Soft Copy of Checklists should contain elfnochips PO number and elfnochips (el) part number as well as on packing List.
- ii) Seller should provide Date Code, Lot Code & Manufacturer details and C of C (Certificate of Compliance) whenever required by elfnochips
- iii) All the components shipped date code should be within two years. If they are more than 2 years, Seller should get a written approval email from concern Buyer.
- iv) Parts which are shipped without confirmation by elfnochips, there would not be liability of payment process.
- v) Seller warrants and agrees that the goods or services sold to Buyer under this Order and specified to be "RoHS compliant" shall be fully compliant with the latest revision of EU standard.
- vi) Documents like Test reports/First Article/ First Information Report should sent along with shipment wherever applicable.
- vii) For measurement and monitoring purpose equipment need to provide manufacturers' calibration/ verification certificate
- viii) All the Rejection materials should be shipped against of New Invoices only. Also all the charges should be borne by Sellers only.
- ix) Rejected material need to be cleared within one-month time interval by Seller. If not, rejected materials will be scrapped by elfnochips Stores Team without any liability
- x) Please don't ship any part without getting the approved PO copy from elfnochips
- xi) If there any amendment in the PO need to get the approved amendment copy before shipment.
- xii) In case the Seller does not revert within 3 days of receipt of this PO, it will be mutually deemed that the Seller has accepted terms and conditions of this PO.
- xiii) The above terms may be modified by P.O. specific requirements.

b) PCB Fabrication & Assembly

- i) Need latest date code PCBs only (We will accept any multilayer PCBs with 2 months old date code and two layer PCBs with 6 months old date code).
- ii) All the PCB we need with Legend printing, UL logo, Seller Logo and RoHS Compliant.
- iii) Test reports, CITS data log report and Impedance test coupons should send along with the Consignment.
- iv) The PCBs needs to be ship along with vacuum seal packing.
- v) For assembled board ESD packing is required.
- vi) All above points (i) to (xi) are applicable and added to this list too.

2. CANCELLATION & RESCHEDULE

- a) el Ltd may, at any time and by a written, verbal, or electronic communication referencing this order, suspend, cancel, reschedule, increase, or decrease the ordered quantities, or make changes to the applicable specifications; method of shipment or packaging; or place of delivery.
- b) There shall be no charge, expense, or penalty fee for el Ltd's cancellation or rescheduling of delivery under the Purchase Order unless specifically agreed to.

3. PRICING/ PAYMENT

- a) Unless otherwise provided elsewhere in the Purchase Order, prices are:
 - i) stated in US \$
 - ii) Not subject to increase for the duration of the Purchase Order,
 - iii) FOB Buyer's dock (INCOTERMS 2000) or CIF basis at a facility specified by Buyer.
- b) No extra charges of any kind will be allowed unless specifically agreed to by Buyer in writing.

Purchase Terms and Conditions

Effective Date: 11-feb-2019

- c) Payments will be processed as per payment terms mutually agreed between Buyer & Seller from date of Buyer's receipt of an invoice and acceptable product or services, as applicable.
- d) Seller's price includes all applicable taxes. This purchase order covers all taxes which can be levied on the transaction. Any additional tax levied at a later date or not covered in this purchase order will not be borne by el Ltd
- e) If during the term of the Purchase Agreement, Buyer receives a bonafide offer from another Seller to sell the same or similar "Product, Process or Service" as applicable as those covered by the existing Purchase Agreement between Buyer and Seller at a price lower than the prices set forth in the Purchase Agreement or on overall better value (including but not limited to, better payment, delivery or productivity terms), Buyer shall provide written notice and reasonable evidence of such offer to Seller.
- f) Either seller shall, within thirty (30) days of receipt of such notice, meet said price or overall better value or, Buyer may purchase such Products from such other source without any further obligation or liability to Seller other than for such Products previously released under a Purchase Order.
- g) In case the Seller does not revert within 3 days of receipt of this PO, it will be mutually deemed that the Seller has accepted terms and conditions of this PO.

4. TRANSPORTATION

- a) The Buyer's Production Schedules are based upon the agreement that the materials will be delivered to the Buyer by the date specified on the face of the Purchase Order. Time is therefore of the essence of the Purchase order. If the deliveries are not made at the time agreed upon the Buyer reserves the right to cancel or to purchase elsewhere and hold the seller accountable therefore. Seller will be responsible for all costs incurred by Buyer as a result of early or late deliveries. Seller shall be responsible for the costs associated with expedited (e.g. next day air) shipments to meet requested delivery dates. Time is of the essence on all deliveries. el Ltd may, by written notice, terminate the order in whole or in part if Seller fails to
 - i) make delivery of the products or to perform the services within the time specified herein
 - ii) Replace or correct defective products in accordance with the warranty provisions herein
 - iii) perform any other provisions of this order or to so fail to make progress as to endanger performance in accordance with the terms hereof, including delivery schedules
- b) Packing, preservation and marking will be in accordance with the specification drawing or if not specified, the best commercially accepted practice will be used, consistent with applicable law. The gross and net weight, shipping address, mode of packing and in case of over-dimensional shipment the hook-points and stacking ability shall be marked on the packing.
- c) Seller shall forward to the Buyer with the Invoice the express receipt of lading; signed by the carrier evidencing the fact that the shipment is made.

5. INSPECTION/ REJECTION

- a) Buyer or its representatives may inspect and test all products and services and all materials, equipment and facilities utilized by Seller in producing products or providing services for Buyer, including without limitation reasonable access to the sites where work under this Purchase Agreement is performed, in order to assess work quality, conformance with Buyer's specifications, and conformance with Seller's representations, warranties, certifications and covenants under this Purchase Agreement. Seller will maintain an inspection and testing system for the same that is acceptable to Buyer and will keep records of all inspection and testing data and, with respect to products, samples of each lot shipped, for three (3) years after delivery.
- b) If any of the "Product, Process or Service" as applicable ordered are found at any time to be defective, or otherwise not in conformity with the requirements of this Purchase Agreement, including any applicable drawings and specifications, Buyer may, at its option and sole discretion, and in addition to any other rights and remedies it may have: (i) reject and return such products at Seller's expense; (ii) require Seller to inspect the products and remove and replace non-conforming products with products that conform to this Purchase Agreement; (iii) upon notice to Seller, take such actions as may be required to cure all defects and/or bring the "Product, Process or Service" as applicable into conformity with all the requirements of this Purchase Agreement; and/or (iv) reject the services and require Seller to re-perform, at its own expense, any defective portion of the services performed.

6. WARRANTIES

- a) Seller warrants that all products and services delivered hereunder shall:
 - i) be free of any claims by third parties and that Seller will convey clear title thereto to Buyer;
 - ii) in strict accordance with the specifications, samples, drawings or other descriptions approved by Buyer;
 - iii) Of merchantable quality and free from all defects in design, workmanship and materials
 - iv) To the extent that Buyer relies on Seller to specify the products or services, fit for their intended purpose. Seller further warrants that all software, firmware, or computer or electronic equipment provided hereunder will be free of computer viruses, or code or instructions that may be used to access, modify, delete, damage, or disable any computer, associated equipment, computer programs, data files or other electronically stored information operated or maintained by Buyer; and be free of any lien or encumbrance.
 - v) Unaffected in its performance or functionality by date changes. Seller further warrants that all services will be performed in accordance with the highest standards of care and diligence normally practiced by persons performing similar services and in the best workmanlike manner.

Purchase Terms and Conditions

Effective Date: 11-feb-2019

The above warranties, except for warranties of title and against third party claims, will be in effect for a period of eighteen (18) months from the date of receipt by Buyer or twelve (12) months from the date of final acceptance by Buyer, whichever is earlier.

- b) Seller warrants that it is selling that at the lowest prices and upon the most favorable terms (including, without limitation, volume, quality and/or payment terms) that it offers any buyer for goods or services of the same or similar quality to that provided for in the Purchase Agreement. If, during the term of the Purchase Agreement, Seller makes an offer to sell any such goods or services to a third party at a lower price or upon one or more terms that are more favorable than the price or terms then applicable under the Purchase Agreement, an equivalent reduction or modification of terms will apply.
- c) If any "Product, Process or Service" as applicable fail to conform to the above warranties Seller, at Buyer's option, will:
 - i) with respect to products, replace or repair the nonconforming products;
 - ii) with respect to services, re-perform all services necessary to correct any such nonconformity; or
 - iii) Refund the purchase price of the nonconforming "Product, Process or Service" as applicable and any related costs incurred by Buyer.
- d) Any replacement "Product, Process or Service" as applicable also will be subject to the above warranties and warranty period.
- e) The warranty period for repaired products will be extended to account for the time lapsed until the repair was completed. If Seller does not replace, repair or re-perform, as applicable, within a reasonable time after notice, Buyer may do so at Seller's expense.
- f) Seller shall indemnify, defend and hold el Ltd harmless from all liability, damages, settlements, costs and expenses for all claims and suits made or brought against el Ltd for any alleged infringement of any patents, copyrights, trade secrets, trademarks, or other intellectual property rights by reason of the sale or use of said products.
- g) The foregoing warranty and indemnification shall not apply to any portion of the products supplied hereunder that are made in accordance with el Ltd's written custom specifications.
- h) If any products delivered hereunder do not meet the warranties specified herein, el Ltd may at its election, require Seller to promptly correct, at no cost to el Ltd, any defective or non-conforming products by repair or replacement, or el Ltd may return such defective or non-conforming products to Seller at Seller's expense and recover the purchase price paid.
- i) el Ltd's approval of Seller's product or design shall not relieve Seller of the warranties set forth herein. The warranties herein shall be in effect for a period of one year after acceptance of delivery unless otherwise agreed in writing. All remedies of el Ltd shall be cumulative.

7. CHANGES

Buyer may at any time make changes within the general scope of this Purchase Agreement in any one or more of the following:

- a) Drawings, designs or specifications where the products to be furnished are to be specially manufactured for Buyer;
- b) Method of shipment or packing;
- c) Place and time of delivery;
- d) Amount of Buyer's furnished property;
- e) Quality;
- f) Quantity; or
- g) Scope or schedule of services.

If any changes cause an increase or decrease in the cost of, or the time required for the performance of, any work under this Purchase Agreement, an equitable adjustment shall be made in the price or delivery schedule, or both, in writing. Any Seller claim for adjustment under this clause will be deemed waived unless asserted within thirty (30) days from Seller's receipt of the change or suspension notification, and may only include reasonable, direct costs that will necessarily be incurred as a direct result of the change. Any change to this Purchase Agreement shall be made by a signed amendment. Seller will intimate eInfochips in case of there is change in Seller Location, Process, product, changes in Sub Sellers and will get the approval for such changes wherever required.

8. COMPLIANCE WITH LAWS

Seller represents, warrants, certifies and covenants that:

- a) This Purchase Order will be subject to jurisdiction of Ahmedabad
- b) Seller will comply with all applicable national, state/provincial and local laws, rules, regulations and orders in performing its obligations under the Purchase Agreement, including without limitation laws and regulations dealing with environmental, health and safety, equal employment opportunity, privacy of personal data, safety laws and regulations, immigration laws and those dealing with equal employment opportunity. From time to time, at Buyer's request, Seller shall provide Certificates to Buyer relating to compliance with any applicable legal requirements.
- c) Seller will take appropriate actions to provide a safe and healthy workplace, and to protect local environmental quality in all of its activities;
- d) Seller will comply with any provisions, representations or agreements, or contractual clauses required thereby to be included or incorporated by reference or operation of law in the Purchase Agreement
- e) Products transferred hereunder may be exported worldwide, including to countries that forbid the importation of products manufactured with child labor or with forced, indentured or convict labor. No products supplied hereunder have been or will be produced utilizing forced, indentured or convict labor, or utilizing the labor of persons in violation of the minimum working age law in the country of

Purchase Terms and Conditions

Effective Date: 11-feb-2019

manufacture or in any jurisdiction in which services are provided hereunder, or in violation of minimum wage, hour of service, or overtime laws in the country of manufacture or provided services;

- f) Seller will not pay, promise to pay or authorize the payment of any money or anything of value to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with the Purchase Agreement; and
- g) Seller has established an effective program to ensure that the activities of any Sellers it utilizes to provide any "Product, Process or Service" as applicable that will be incorporated into "Product, Process or Service" as applicable supplied hereunder will be in conformance with the requirements of this section. From time to time, at Buyer's request, Seller shall provide certificates to Buyer relating to compliance with any applicable legal requirements, including those listed above, or to update the certifications, representations and warranties in this section, in each case in form and substance satisfactory to Buyer.

9. CONFIDENTIAL INFORMATION/ DATA PRIVACY

- a) Seller shall keep confidential any technical process, commercial, or economic or other information furnished by Buyer, or specifications or other data furnished by Buyer in connection with this order and shall not divulge, export, or use, directly or indirectly, such information for the benefit of Seller or any other party without obtaining Buyer's prior written consent. Except as required for the efficient performance of this order, Seller shall not make copies or permit copies to be made of such drawings, specifications, or other data without the prior written consent of Buyer. If any reproduction is made with prior consent, this notice shall be provided thereon.
- b) Upon termination of Purchase Agreement, all such information will be returned to Buyer, or at Buyer's option, destroyed by Seller. Seller will not make any announcement or release any Information concerning the Purchase Agreement to any other person or entity, including the press or any official body, except as required by law, unless prior written consent is obtained from Buyer
- c) Any knowledge or information which Seller has disclosed or may hereafter disclose to Buyer which in any way relates to the "Product, Process or Service" as applicable covered by this order shall not, unless otherwise specifically agreed to in writing by Buyer, be deemed to be confidential or proprietary information, and shall be acquired by Buyer free from any restrictions (other than a claim for patent infringement) as part of the consideration for this order. Seller shall not assert any claim (other than a claim for patent infringement) with respect to any such information against Buyer.
- d) Seller agrees that detailed personal data regarding the Seller is being stored and processed in a central data center under the responsibility of Buyer in the United States of America and may therefore be transferred outside of the European Union and - if applicable - is being joined with other Seller data available within Buyer or its affiliates. The data will be used for the purpose of research or analysis and Seller information about products and services of Buyer, exclusively by Buyer and/or its affiliates. Information on the stored data can be obtained and consent can be withdrawn at any time -a simple notice to Buyer is sufficient
- e) Seller shall not make any announcement, take or release any photographs (except for its internal operation purposes for manufacture and assembly of products), or release any information concerning this Order or any part thereof or with respect to its business relationship with Buyer, to any third party, member of the public, press, business entity, or any official body except as required by applicable law, rule, injunction or administrative order, without Buyer's prior written consent.

10. BUYER'S PROPERTY

- a) All tools, equipment, materials, drawings, computer programs, or other documented data of every description furnished to Seller by Buyer or paid for by Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall be and remains the personal property of Buyer. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as "Property of eInfochips" and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property and shall not use Buyer's property except in filling Buyer's orders. Buyer's property while in Seller's custody or control shall be held at Seller's risk. Buyer's property shall be subject to removal at Buyer's written request, in which event Seller shall prepare such property for shipment and shall deliver it as directed by Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense.
- b) If this Purchase Agreement funds the development of any item; including without limitation any composition of matter, article of manufacture, machine, process, method, software program, or database; or results in any idea, invention, or work of authorship which may be subject to patent, copyright, trademark or trade secret protection; Seller hereby agrees to assign all right, title and interest in and to said item, idea, invention or work of authorship to Buyer. Seller shall notify Buyer of the development of such item, idea, invention, or work of authorship and shall cooperate with and assist Buyer in every reasonable way to perfect its right, title and interest, such as by executing and delivering all additional documents reasonably requested by Buyer in order to perfect, register, and/or enforce the same, and Buyer shall reimburse Seller for reasonable costs incurred by Seller in providing such assistance.

11. INTELLECTUAL PROPERTY INFRINGEMENT

- a) Seller represents and warrants that the sale or use of the "Product, Process or Service" as applicable provided to Buyer will not infringe or contribute to the infringement of any patents, trademarks, or copyrights anywhere in the world.
- b) If any product, service, or part thereof is held to constitute an infringement, Seller will, at its expense, obtain for Buyer a license to use the item or service, or replace or modify the same, in a manner satisfactory to Buyer, so as to avoid the infringement.
- c) Seller shall not assert any of its patents or other intellectual property rights against Buyer or Buyer's affiliates or customers worldwide in connection with any use of "Product, Process or Service" as applicable provided to Buyer in the production, use, preparation, sale, or

Purchase Terms and Conditions

Effective Date: 11-feb-2019

delivery of, or other action with respect to, the "Product, Process or Service" as applicable of Buyer or Buyer's affiliates or customers.

12. QUALITY

- a) Seller will not change the design, development process, manufacturing process, manufacturing location, raw materials or proportions of raw materials used in products delivered to Buyer under the Purchase Agreement unless Seller notifies Buyer in writing of the change at least ninety (90) days before its implementation and Buyer agrees to the change in writing. Buyer retains the right to requalify Seller parts due to any above-mentioned change or failure to notify Buyer in the event of a change. Seller will be liable for all losses and damages that Buyer may suffer if Seller does not comply with the requirements of the preceding sentence. At Buyer's request, Seller will provide samples of product produced with the proposed change to test in Buyer's manufacturing process.
- b) Seller will participate in programs implemented by Buyer with respect to quality in manufacturing and delivery of products and services. Seller needs to be meet requirement for ensuring that their personnel's are aware of their contribution towards product or service conformity, their contribution towards product safety and importance of ethical behavior. Seller needs to identify requirement on competence and ensure qualified resources are used in manufacturing and delivery of product, process or services as applicable and ensures that they are aware of their contribution to product or service conformity, product safety, importance of ethical behavior
- c) Seller shall plan, implement and control the processes needed to assure product safety during the entire product lifecycle.
- d) NONCONFORMING MATERIAL:
 - i) The Seller shall not ship or make any unauthorized repairs to product with the intent of delivering material that does not fully meet purchase order or product specification requirements. The Seller
 - ii) Shall notify eInfochips Intelligent Platforms of potential non-conformances prior to shipment. Authorization to ship nonconforming material may be approved with prior notification and approval from
 - iii) EInfochips Intelligent Platforms. Shipping of nonconforming material without written prior approval may disqualify Sellers from additional procurement. Seller shall obtain approval from eInfochips incase disposition required for Non-conforming material.
- e) FRANCHISED / LICENSED "DISTRIBUTOR" TRACEABILITY
 - i) Distributors shall ensure tractability of all purchased product to the original equipment manufacturer on the Certificate of Conformance for all material / date code provided on the purchase order.
 - ii) They shall not modify, rework or repair material shipped on this order. The original manufacturer must be identified for each lot / date code on the Certificate of Conformance. In the case of bulk items, this may be accomplished by bag and tag method.
 - iii) The preferable method is for the Distributor is to provide a copy of the Manufacturer's certificate for the lot number being supplied, along with their Franchised Distributor certification.
- f) NON-FRANCHISED / INDEPENDENT DISTRIBUTOR TRACEABILITY - "BROKERS"/ GRAY MARKET /COUNTERFEIT
 - i) Brokers shall meet the same requirements as Franchised / Licensed Distributors for traceability, if traceability cannot be met, eInfochips Intelligent Platforms reserves the right to cancel the order, request additional testing, or develop a plan for acceptance. The Broker must certify that the parts are new, unused, have not been previously programmed, altered, refurbished, repaired, or used by other customers.
 - ii) Marking Permanency Test - The independent distributor shall perform a marking solvency test using acetone. The test will be performed on one component from each date code and within each lot using IDEA-STD-1010-A or similar approved methods as a guide. Any component where the OEM's marking can be removed using this method will be grounds for rejection of the entire lot.
 - iii) Orders placed through independent distributors may be subject to additional functional and/or physical validation when the order arrives at the eInfochips location. EInfochips reserves the right to reject the lot(s) for any indication of a functional and/or physical deviation to the manufacturer's specification.
 - iv) Acceptance of this order by the independent distributor constitutes an agreement that the independent distributor will reimburse eInfochips for the total price of the purchase agreement if the parts are found to be non-conforming through inspection and test methods used by eInfochips and/or eInfochips authorized test facilities.
- g) In the event of an Epidemic Failure, as defined below, Seller shall reimburse Buyer for its documented costs incurred in investigating, repairing or replacing affected products as well as repairing or replacing, at Buyer's sole discretion, each product affected by the epidemic failure. An "Epidemic Failure" for the purposes of this section is defined as one (1%) percent or more of the Products in a "lot" (which shall mean one month's production, as indicated by a date code, or 200 pieces, or the Acceptable Quality Level as defined in a Purchased Part Drawing whichever is greater, failing for the same reason at the same mechanical or electrical location in the Product within the warranty period. A failure is any material malfunction that prevents the Products from being used for the purpose intended. The formula shall be as follows:

$$\text{Number of Failures within Warranty Period/Lot Size} = \text{Epidemic Failure Rate.}$$
 - i) Failures resulting from
 - ii) unforeseeable misuse, abuse, negligence or accident,
 - iii) improper installation, service or maintenance,
 - iv) transportation of products by Buyer;
 - v) improper storage of products by Buyer; or
 - vi) Defective designs owned by Buyer shall not be included in the calculation of the Epidemic Failure Rate.
 - vii) If Seller fails to cure the epidemic failure within ninety (90) days, Buyer may terminate this Agreement for default.

- h) Seller is responsible for the quality of the products and/or services delivered, as well as for strict compliance with the specifications set

Purchase Terms and Conditions

Effective Date: 11-feb-2019

forth in the Purchase Agreement or in any separate documents that may govern the provision of the products. Unless otherwise indicated by Buyer in writing in the Purchase Agreement or on other drawings or specifications in connection with the products and/or services ordered, all statutory, official and/or customary standards apply to the products/process/service. Buyer will evaluate seller based on the performance monitoring criteria ex. Quality, Service, Delivery. Non satisfactory rated seller need to submit improvement action plan. If action not taken on timely manner the seller shall be discontinued for the supply.

13. CUSTOMS AND TRADE

- a) Unless otherwise agreed by Buyer in writing, Buyer will not be a party to the importation of products. All purchases under the Purchase Agreement will be consummated subsequent to importation, prices will be inclusive of all duties and other costs of customs clearance and Seller will not cause or permit Buyer's name to be shown as "importer of record" on any customs declaration. In any case where Buyer agrees to be the importer of record, Seller will provide all information needed to effect customs entry into each country into which the products are to be imported.
- b) Seller will provide such documentation and other assistance as Buyer may request to allow Buyer to claim drawback of duties and taxes on products or articles manufactured from products provided under the Purchase Agreement. Seller warrants that no sale hereunder will give rise to anti-dumping or countervailing duties under law.
- c) Seller will accurately indicate the country of origin of the products provided under the Purchase Agreement on the customs invoice and other applicable documentation. Without limiting the generality of the foregoing, Seller will provide certificates of origin relating to such products within the meaning of the rules of origin of the NAFTA preferential duty provisions and execute such other documents as may be necessary for Buyer to claim duty preference under any applicable programs.
- d) Seller warrants that the prices and delivery schedules identified within the Purchase Agreement take into account compliance by Seller of its obligation to comply with any governmental laws and regulations relating to export of the "Product, Process or Service" as applicable to Buyer

14. SERVICES/LINES/SITE RULES/ INSURANCE

- a) Seller will obtain from all of its subcontractors waivers and releases of all liens which may be imposed by them against the products provided under the Purchase Agreement or Buyer's premises or the improvements thereon, and Seller will defend, indemnify, and hold harmless Buyer with respect thereto.
- b) Seller will conform strictly to all of Buyer's site rules and regulations when performing services on Buyer's premises. It is Seller's obligation to obtain a copy of Buyer's site rules.

15. TERMINATION FOR CONVENIENCE AND CAUSE

Buyer may, by written notice to Seller specifying the extent of termination and the effective date terminate this Purchase Agreement or its purchase of any quantity of "Product, Process or Service" as applicable hereunder, for convenience. Buyer and Seller shall negotiate reasonable termination costs consistent with the cost of materials and labor incurred (and not otherwise mitigated) on ordered "Product, Process or Service" as applicable prior to the date of Buyer's termination notice, provided Seller takes all steps reasonably necessary to mitigate such costs. Seller will notify Buyer of its actual cost of such material and labor incurred within thirty (30) days after termination.

In the event:

- a) Seller fails to complete or deliver any part of the "Product, Process or Service" as applicable hereunder when required;
- b) Seller is otherwise in breach of any material term of the Purchase Agreement;
- c) Buyer determines any of Seller's representations, warranties, certifications or covenants to be untrue; or
- d) Seller ceases to conduct its operations in the normal course of business, including inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by Seller;
Buyer shall have the right to immediately terminate this Purchase Agreement or its purchase of any quantity of "Product, Process or Service" as applicable hereunder, without further compensation to Seller and Seller shall compensate Buyer for any damages suffered by Buyer relating thereto. IN NO EVENT SHALL BUYER BE LIABLE FOR LOSS OF PROFITS, EXCESS COSTS, OR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- e) Buyer shall terminate by delivery of a notice of termination specifying the extent of termination and the effective date. After receipt of a notice of termination, Seller shall immediately:
 - i) Stop work as directed in the notice;
 - ii) Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the order; and
 - iii) Terminate all subcontracts to the extent they relate to work terminated. After termination, Seller shall turn over to Buyer all completed work and work in process, including all designs, drawings, specifications, and other documentation and material required or produced in connection with such work.

16. ACCESS AND AUDIT

In order to assess Seller's work quality and compliance with the Purchase Agreement, Seller will permit Buyer reasonable access to:

Purchase Terms and Conditions

Effective Date: 11-feb-2019

- a) All locations where work is performed in connection with the "Product, Process or Service" as applicable provided for in the Purchase Agreement, and
- b) Seller's books and records relating to the Purchase Agreement. Seller is abided to permit for the visit by eInfochips, eInfochips customer and other regulatory authorities at all the facilities including sub-Sellers involved in the specific purchase order or agreement.

17. ENTIRE AGREEMENT

This Purchase Agreement, with such documents as are expressly incorporated herein by reference, is intended by the parties as a final expression of their agreement with respect to such items as are included herein, and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. The invalidity, in whole or in part, of any of the paragraphs of this order shall not affect the remainder of such paragraphs or any other paragraph of this order.

- a) The failure of Buyer to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provisions nor the right of Buyer thereafter to enforce each and every such provision. Any check or approval of drawings by Buyer will be for Seller's convenience and will not relieve Seller of its responsibility to meet all requirements of this order. No claim or right arising out of a breach of this order can be discharged in whole or part by a waiver of the claim or right unless the waiver is supported by consideration and is in writing signed by the aggrieved party.
- b) No failure or delay of el Ltd in exercising its rights hereunder (including but not limited to the right to require performance of any provision of this Agreement) shall be deemed to be a waiver of such rights
- c) Any rights or remedies of Buyer set forth in the Purchase Agreement are not exclusive and Buyer also has all rights and remedies available under applicable law.
- d) Seller may not assign or subcontract its obligations hereunder without the prior written consent of Buyer, and if Seller attempts to do so, the assignment or subcontract will be void. Buyer in its sole discretion may assign its rights hereunder to its affiliates, subsidiaries, or to third party purchasers.
- e) In performing its obligations under the Purchase Order, the Seller will act as an independent contractor on principal to principal basis and not as an employee or agent of the el Ltd