

FOXCONN HON HAI TECHNOLOGY INDIA MEGA DEVELOPMENT

PRIVATE LIMITED

PURCHASE ORDER(採購訂單)



ISSUED TO:

CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED

Vendor Code/賣方(供應商)代碼:

VIN0010418

Contact Window/供應商聯絡人:

Seller Tel/ 供應商電話:

91 9844912500

Seller Fax/ 供應商傳真:

ORDER DATE: 訂單日期

20250111

ORDER NO.: 訂單號碼

1NDHOC0043

Ref.No.: 依據單號

BU CODE: BU代碼

DNIT

CURRENCY: 幣別

INR

Delivery Term: 交貨條件

0

Contact Window: 聯絡人

Sumithra Krishnamoorthy

Buyer Tel: 買方電話

5033-26222

Item 項次	Product Name 品名	Brand 品牌	Description 規格	Origin 產地	UNIT 單位	Q'TY 數量	Delivery 交期	Unit Price (VAT Excluded) 未稅單價	Total Price 未稅總價
1	Wireless AP	CISCO	C9130AXI-D	印度(IN)	SET	12	20250204	84,574.45	1,014,893.40
Total:								INR	1,014,893.40

1.Payment Terms: ☒設備類

付款條件

☒驗收日月結30天支付%

____% of the Payment shall be paid to Seller within____days , ____% of the Payment shall be paid to Seller within____days , after Buyer’ s receipt of the Equipment.

2.Manufacturer:

製造商

3.Insurance:

保 險

to be covered by seller.
賣方負擔保險。

4.Packing:

包裝方式

Wood (or Metal) Packing safely in a manner adequate to preserve andprotect the goods. (Wooden packing must be applied to IPPC).
木箱(或金屬箱) 安全性 按照足以保全和保護貨物的方式裝箱和包裝。(木箱包裝必須通過IPPC)

5.Inspection:

檢 測

Manufacturer's inspection report shall be attached to the shipping documents.
出貨文件必須包含製造商的檢測報告.

6.Warranty Period:

保固期

The warranty covers 36 months on parts (excluding consumable parts) and labor.after buyes's formal written acceptance of the Equipment.
保固期為驗收後的 36 個月，包括備件費用(易耗品除外)和設備故障維修人工費用。

7.Consignee:

收貨方:

SIVAKUMAR

Address:

地 址

M2/A and M2/B,, CHENNAI BANGALORE NATIONAL HIGHWAY
SUNGAVACHATRAM

Contact Person:

聯繫人及電話

26234

8.Remark:

備 註

Note 1: Any different or additional provision provided by Seller in any acceptance, confirmation, or acknowledgement to this Purchase Order (“PO”) is null and void unless accepted by authorized person of Buyer in writing. Seller shall perform all obligations under the PO issued by Buyer.
未經買方授權人書面同意，賣方回簽本訂單時就本訂單內容所為之任何增刪修訂無效。賣方仍應依買方發出之訂單履行義務。

Note 2: Seller has reviewed and understood the provisions on the reverse and/or successive page(s) of this document, which constitute parts of this PO.
本訂單之次頁、背面或續頁條款為本訂單之組成部分，賣方已詳讀並了解。

Note 3: Seller shall confirm this PO with Buyer within 2 working days upon receipt. Seller's confirmation after the said two working days, which is not refused by Buyer, or Seller's delivery of Products without any confirmation, which is not refused by Buyer, shall be deemed as Seller's acceptance of this PO and Seller shall perform all obligations under this PO.
賣方應於收到本訂單後兩個工作日內予以確認。賣方超過兩個工作日確認而買方未拒絕者，或者賣方不經確認而直接向買方交貨且買方未拒絕者，均視為賣方接受本訂單，賣方應履行本訂單之所有義務。

Note 4: The Chinese version of this PO shall prevail in the event of any discrepancy between the Chinese version and the English version.
本訂單中英文內容衝突時，以中文版本為準。

Note 5: In the event of any conflict among the following documents, the order of precedence shall be: 1) the related purchase agreement agreed by both parties, 2) the front page(s) of this purchase order, 3) the reverse page(s) of this purchase order, 4) other documents.
本訂單與相關文件規定有衝突時，其效力優先順序如下：(1)採購合約；(2)本訂單正面，(3)本訂單背面；(4)其他文件。

The undersigned has the whole power and authority from Seller to execute this PO.
本訂單之賣方簽署人已獲得賣方充分授權，有權代表賣方簽署本訂單。

General Terms

With regard to the sale and purchase of Products (as hereinafter defined), Seller and Buyer (collectively the “Parties”) hereby agree as follows:

1. Product(s)

“Product(s)” shall mean any product, its spare part and component manufactured and/or provided by Seller to Buyer pursuant to this Purchase Order (“PO”), and/or any design, research, testing and other services agreed by both Parties under this PO.

2. Price

Unless otherwise agreed upon in this PO or other written agreements by both Parties, price under this PO (“Price”) shall include all tax, shipping cost and other production and sale cost. Seller hereby warrants that the Price does not exceed those offered to other customers purchasing the same products under the same or similar transaction conditions. If, at Buyer’s discretion, the price for the same or similar products is lower, Buyer may thus proportionally deduct the payment for the Products and/or offset against any of Buyer’s accounts payable to Seller (including but not limited to the payment for the Products.). In event the payment have been made, Seller should return the balance.

3. Payment

Unless otherwise stipulated herein, payment shall be made during the monthly batch processing period net 90 days following from commence date of such monthly batch processing period after Buyer’s formal written acceptance of the Product.. Seller agrees that Buyer is entitled to cease performing the payment obligations to Seller (including but not limited to the payment obligation for the Products) without any liability if Buyer finds any defect in the Products before payment.

4. Forecast

Buyer may periodically or from time to time issue the forecast to Seller, and Seller shall confirm such forecast in writing within two (2) working days from the receipt of such forecast. In case Seller is unable to satisfy any forecast, Seller shall state reasons and adjustment suggestions in writing and reply to Buyer. Seller shall prepare materials and production capacity according to the forecast. However, the forecast (whether confirmed or not) does not constitute Buyer’s order or purchase obligation.

5. Purchase Order Change

Both Parties agree that, Buyer may, from time to time before Seller’s shipment of Products, cancels the shipment or changes: 1) the method of shipment or packing, 2) time and/or place of delivery, and/or 3) the quantity of Products specified under this PO, DN or other delivery request.

6. Delivery and Package

Unless otherwise stipulated herein, Seller shall deliver Products in accordance with DDP (Incoterms® 2010). Title to Products shall pass from Seller to Buyer upon Seller’s delivery of the Products to Buyer. Seller shall deliver Products in strict accordance with this PO, DN and other delivery request provided by Buyer. In case that any shipment will or may likely be delayed, Seller shall immediately notify Buyer of the reasons for and the effect of such delay. Upon Buyer’s request, Seller shall, at its expenses, undertake steps to cure such delay, including but not limited to adopting expedite shipping method like by air to deliver Products and providing necessary documents. If Seller fails to deliver Products in a timely manner, in addition to the remedies under applicable laws, Buyer is entitled to penalty at 0.5% of the total Price of the delayed Products per day, starting from Delivery Date as specified in this PO and ending on the Delivery Completion Date (“Delivery Completion Date” herein means the date when Products are accepted by Buyer). Buyer’s acceptance of the delayed shipment shall not relieve Seller of its liabilities under this PO or applicable laws. Seller shall, at its expenses, label, package, handle, and preserve or dispose of Products in conformance with good commercial practice and Buyer’s instructions, so as to make the Products and the transaction comply with laws and regulations and requirements of Buyer’s customers, and hold Buyer and its customers harmless from any loss or damage.

7. Inspection and Acceptance

Seller shall inspect Products before delivery according to the specifications, quality standards and other standards required by Buyer. Upon Buyer’s request, Seller shall provide to Buyer the outgoing inspection report and technical documents related to equipment, production process, quality control, reliability, safety and so on. Buyer may enter Seller’s facility to inspect the production process and Products from time to time, and Seller shall provide Buyer with all necessary assistance. Buyer or the party designated by Buyer may inspect Products before or after delivery in accordance with specification, quality standards and other standards required by Buyer. However, whether Products are inspected or accepted by Buyer shall not relieve Seller of any of its warranties for Products. Seller shall bear any and all expenses arising from the inspection herein.

8. Warranties

Seller warrants that: 1) all Products shall conform strictly to Buyer’s specifications, drawings or other requirements; 2) all Products shall be free of any lien, mortgage, pledge or encumbrance; 3) none of Products shall infringe any third party’s intellectual property rights; 4) all Products shall be free from any defect in design, material and workmanship; Seller further warrants that 1) all Products shall fully comply with the social and environmental requirements of Buyer and its customers, and other related social and environmental standards (including but not limited to RoHS, EICC, REACH, SA8000, ISO14001, OHSAS18001 and WEEE); 2) Seller shall not make any changes to the designs, materials, production process, quality control, manufacturing site and other aspects of the Products without Buyer’s prior written consent; 3) none of Products shall cause any personal injury or death or any damage to property of Buyer, its customers and any third party; and 4) all Products shall comply with other agreements between both Parties. Warranties herein shall survive termination of this PO in whole or in part.

9. Warranty and Maintenance

Seller shall provide after services, free of charge, within the period, set forth in the front page(s)

of this PO, following the date of Buyer’s formal written acceptance of the Product. In the event that the warranty period agreed by both Parties is longer than the period mentioned in this PO, such agreed warranty period shall prevail. The after services after the warranty period shall be free provided in the event that Seller breaches any provision specified in the PO, or that the defects of the Product could not be found by Buyer with normal inspection procedures. The fees for after services after the warranty period will be subject to further negotiation between the Parties, provided that such fees will not exceed those reasonably offered to a third party purchasing similar Product.

10. Product Defect

If any Product is not in conformance with the specification required by Buyer or the warranties under this PO, Buyer may at its sole discretion select one or more of the following: 1) return the nonconforming Products at Seller’s expenses (including but not limited to freight, customs and insurance premium) and risk, and have Seller replace or repair the nonconforming Products or provide similar Products within a period designated by Buyer; 2) repair or have any third party repair the nonconforming Products and recover from Seller reasonable costs and expenses incidental or in associated with such repair; 3) reject all Products covered by this PO or the nonconforming Products only, procure similar Products in substitution and charge Seller for additional costs (including but not limited to freight, customs and insurance premium) arising from the procurement of such substitutes; 4) deduct the payment; 5) terminate this PO in whole or in part; 6) have Seller indemnify Buyer or Buyer’s customer for all losses and damages incurred; 7) have Seller compensate Buyer for the costs and expenses in connection with the inspection (including sorting) ; 8) have Seller provide defect analysis report and correction plan for the nonconforming Products in writing. Buyer’s selection of any remedies above shall not be deemed a waiver of any remedial right which Buyer is entitled to according to applicable laws.

11. Intellectual Property Right

Seller agrees to grant Buyer and its customer(s) a perpetual, irrevocable , non-transferable, and royalty-free license under all intellectual property rights included in the Products supplied to Buyer by Seller, so that Buyer and its customer(s) have the right to make, use, sell, offer to sell or import similar products or other products which contain the aforesaid intellectual property rights worldwide.

12. End of Life Product and Supply of Spare Parts

Seller shall notify Buyer in writing at least twelve (12) months before the end of life of Products. Seller promises to supply spare parts for ten (10) years after the end of life of Products. If Seller is unable to meet the aforesaid requirement regarding spare parts supply, Seller shall provide replacement Products with the same function upon Buyer’s consent.

13. Infringement Indemnification

Seller warrants that Product shall not infringe any third party’s intellectual property. Seller shall provide to Buyer any document or assistance required for any infringement investigation. In the event of any infringement claim, Seller shall indemnify, defend and hold Buyer and its affiliates, customers, directors and employees harmless against any damages and losses arising therefrom, and, upon Buyer’s notification and at Seller’s expenses, 1) modify Product design to make it non-infringing or 2) obtain third party’s license for the use of such Product. In the event of any lawsuit for infringement, Seller shall bear all court fees, settlement payments or judgment awards (including but not limited to attorney fees); upon Buyer’s request, Seller shall at its own expenses retain attorneys and defend the lawsuit on behalf of Buyer.

14. Liabilities for Breach

In case of Seller’s breach, nonperformance or incomplete performance of any obligations under this PO (including but not limited to those related to delivery date, Product quantity, or warranties), Buyer is entitled to terminate this PO in whole or in part without any liability. Seller shall compensate Buyer for any cost, expense, penalty, loss or damage incurred (including but not limited to the loss and damage claimed by Buyer’s customers, litigation costs, and attorneys’ fees) arising therefrom. Buyer is entitled to take any its debt to Seller (including but not limited to the payment for Products) to offset the above mentioned costs, expenses, penalties, losses and damages incurred by Buyer.

15. Assignment

Seller shall not assign any right or obligation under this PO to any third party without Buyer’s prior written consent. Seller shall be held jointly and severally liable with the third party for the third party’s breach of any obligation hereunder even though the assignment was consented to by Buyer.

16. Waiver

Buyer’s waiver of any its right and/or remedy provided under this PO shall only be done in writing. Buyer’s waiver of any right and/or remedy for Seller’s noncompliance with any obligations herein shall not constitute a waiver of its right and/or remedy in subsequent similar instances. 16. Governing Law and

17. Jurisdiction

The formation, effectiveness, interpretation and performance of this PO shall be governed by the laws of the Buyer’s place of business. Any and all disputes arising out of this PO shall be amicably resolved by both Parties. Both Parties agree to submit the disputes, which cannot be amicably settled, to the arbitration organization at Buyer’s place of business, such as China International Economic and Trade Arbitration Commission, South China Sub-Commission in accordance with its then current arbitration rules. If the arbitration fails to proceed or there is any dispute about the validity of the arbitral awards due to jurisdiction, Statutes of Limitations or other reasons, both Parties agree to submit the disputes to the court at Buyer’s place of business as the first instance court. However, the formation, effectiveness, interpretation and performance of this PO shall be governed by the laws of Republic of China, and any disputes arising out of this PO shall be submitted to Hsinchu District Court, Taiwan for the first resolution, if Seller’s registered place of business is in Taiwan.

P0 No./採購單號:2SKA-P10335

Dept./採購部門:Q5M0170007 / IT-KA / 27106

Item 序號	Part No 料號	Description 品名/品牌/規格	Origin 產地	UNIT 單位	Rebate 退稅率	Non Tax Price 單價	QTY 數量	Non Tax Amount 未稅總價	Total Tax Amount 含稅總價	Delivery 交期	Remarks 備註
1	0803004-0020002	Network Module/CISCO/SFP-10G-LR=		PCS	0.00%	65,662	6	393,972	393,972	3/14/2025	
2	7002001-1440011	Module/Cisco/GLC-LH-SMD=		PCS	0.00%	16,254	12	195,048	195,048	3/14/2025	

Total Amount/合計: 589,020 INR

1.Payment Terms/付款條件:45 Days After Invoice Date
2.Delivery address/交貨地址:133, Devenahalli General Indusrial Area, Doddaballapura Road, Kundana, Bengaluru, Bengaluru Rural, Karnataka, 562110()
 <所有物料均需收貨中心人員驗收，否則我司不予結報付款>
3.Warranty Period/保固期:
4.Trade Terms/交貨條件:
5.Trading description/交易說明:廠商須嚴格按照採購單要求送貨，除特殊要求外所送物品皆為全新正品，否則我司有權追究其責任。
6.Tax Sharing/稅率分攤: 廠商承擔稅率為0，我方承擔稅率為0，我方承擔稅額為 0

Note 1: Any different or additional provision provided by Seller in any acceptance, confirmation, or acknowledgement to this Purchase Order ("PO") is null and void unless accepted by authorized person of Buyer in writing. Seller shall perform all obligations under the PO issued by Buyer.

未經買方授權人書面同意，賣方回簽本訂單時就本訂單內容所為之任何增刪修訂無效。賣方仍應依買方發出之訂單履行義務。

Note 2: Seller has reviewed and understood the provisions on the reverse and/or successive page(s) of this document, which constitute parts of this PO.

本訂單之次頁、背面或續頁條款為本訂單之組成部分，賣方已詳讀並了解。

Note 3: Seller shall confirm this PO with Buyer within 2 working days upon receipt. Seller's confirmation after the said two working days, which is not refused by Buyer, or Seller's delivery of Products without any confirmation, which is not refused by Buyer, shall be deemed as Seller's acceptance of this PO and Seller shall perform all obligations under this PO.

賣方應於收到本訂單後兩個工作日內予以確認。賣方超過兩個工作日確認而買方未拒絕者，或者賣方不經確認而直接向買方交貨且買方未拒絕者，均視為賣方接受本訂單，賣方應履行本訂單之所有義務。

Note 4: The Chinese version of this PO shall prevail in the event of any discrepancy between the Chinese version and the English version.

本訂單中英文內容衝突時，以中文版本為準。

Note 5: The order of precedence in case of conflict among the following documents shall be: (1) DN or other delivery requests; (2) PO ; (3) Purchase Agreement.

以下交易文件內容衝突時的適用順序為：(1)交貨通知單或其它交貨文件；(2)本訂單；(3)採購合約。

Creator

With regard to the sale and purchase of Products (as hereinafter defined), Seller and Buyer (collectively the “Parties”) hereby agree as follows:

1. Product(s)

“Product(s)” shall mean any product, its spare part and component manufactured and/or provided by Seller to Buyer pursuant to this Purchase Order (“PO”), and/or any design, research, testing and other services agreed by both Parties under this PO.

2. Price

Unless otherwise agreed upon in this PO or other written agreements by both Parties, price under this PO (“Price”) shall include all tax, shipping cost and other production and sale cost. Unit Price under this PO shall be the most current one as agreed upon by both Parties before payment. Seller hereby warrants that the Price does not exceed those offered to other customers purchasing the same or similar products under the same or similar transaction conditions in the same quarter. If, at Buyer’s discretion, the price for the same or similar products is lower, Buyer may thus proportionally deduct the payment for the Products and/or offset against any of Buyer’s accounts payable to Seller (including but not limited to the payment for the Products.).

3. Payment

Unless otherwise stipulated herein, payment shall be made within 90 days from 1) Buyer’s receipt of the appropriate invoice from Seller, or 2) Buyer’s final acceptance of the Products, whichever is later. Seller agrees that Buyer is entitled to cease performing the payment obligations to Seller (including but not limited to the payment obligation for the Products) without any liability if Buyer finds any defect in the Products before payment.

4. Forecast

Buyer may periodically or from time to time issue the forecast to Seller, and Seller shall confirm such forecast in writing within two (2) working days from the receipt of such forecast. In case Seller is unable to satisfy any forecast, Seller shall state reasons and adjustment suggestions in writing and reply to Buyer. Seller shall prepare materials and production capacity according to the forecast. However, the forecast (whether confirmed or not) does not constitute Buyer’s order or purchase obligation.

5. Purchase Order Change

Both Parties agree that, Buyer may, from time to time before Seller’s shipment of Products, cancels the shipment or changes: 1) the method of shipment or packing, 2) time and/or place of delivery, and/or 3) the quantity of Products specified under this PO, DN or other delivery request.

6. Delivery and Package

Unless otherwise stipulated herein, Seller shall deliver Products in accordance with DDP (Incoterms® 2010). Title to Products shall pass from Seller to Buyer upon Seller’s delivery of the Products to Buyer. Seller shall deliver Products in strict accordance with this PO, DN and other delivery request provided by Buyer. In case that any shipment will or may likely be delayed, Seller shall immediately notify Buyer of the reasons for and the effect of such delay. Upon Buyer’s request, Seller shall, at its expenses, undertake steps to cure such delay, including but not limited to adopting expedite shipping method like by air to deliver Products and providing necessary documents. If Seller fails to deliver Products in a timely manner, in addition to the remedies under applicable laws, Buyer is entitled to penalty at 0.5% of the total Price of the delayed Products per day, starting from Delivery Date as specified in this PO and ending on the Delivery Completion Date (“Delivery Completion Date” herein means the date when Products are accepted by Buyer). Buyer’s acceptance of the delayed shipment shall not relieve Seller of its liabilities under this PO or applicable laws. Seller shall, at its expenses, label, package, handle, and preserve or dispose of Products in conformance with good commercial practice and Buyer’s instructions, so as to make the Products and the transaction comply with laws and regulations and requirements of Buyer’s customers, and hold Buyer and its customers harmless from any loss or damage.

7. Inspection and Acceptance

Seller shall inspect Products before delivery according to the specifications, quality standards and other standards required by Buyer. Upon Buyer’s request, Seller shall provide to Buyer the outgoing inspection report and technical documents related to equipment, production process, quality control, reliability, safety and so on. Buyer may enter Seller’s facility to inspect the production process and Products from time to time, and Seller shall provide Buyer with all necessary assistance. Buyer or the party designated by Buyer may inspect Products before or after delivery in accordance with specification, quality standards and other standards required by Buyer. However, whether Products are inspected or accepted by Buyer shall not relieve Seller of any of its warranties for Products. Seller shall bear any and all expenses arising from the inspection herein.

8. Warranties

Seller warrants that: 1) all Products shall conform strictly to Buyer’s specifications, drawings or other requirements; 2) all Products shall be free of any lien, mortgage, pledge or encumbrance; 3) none of Products shall infringe any third party’s intellectual property rights; 4) all Products shall be free from any defect in design, material and workmanship; for a warranty period of five (5) years, unless otherwise stipulated herein, starting from the date when Products are accepted by Buyer. In the event that the warranty period of any product containing Product provided by Buyer to its customers is longer than five (5) years, Seller agrees to follow such longer warranty period. Seller shall provide repair and maintenance services within the warranty period and for additional two (2) years after the warranty period provided under 4) free of charge. Seller further warrants that 1) all Products shall fully comply with the social and environmental requirements of Buyer and its customers, and other related social and environmental standards (including but not limited to RoHS, EICC, REACH, SA8000, ISO14001, OHSAS18001 and WEEE); 2) Seller shall not make any changes to the designs, materials, production process, quality control, manufacturing site and other

aspects of the Products without Buyer’s prior written consent; 3) none of Products shall cause any personal injury or death or any damage to property of Buyer, its customers and any third party; and 4) all Products shall comply with other agreements between both Parties. Warranties herein shall survive termination of this PO in whole or in part.

9. Product Defect

If any Product is not in conformance with the specification required by Buyer or the warranties under this PO, Buyer may at its sole discretion select one or more of the following: 1) return the nonconforming Products at Seller’s expenses (including but not limited to freight, customs and insurance premium) and risk, and have Seller replace or repair the nonconforming Products or provide similar Products within a period designated by Buyer; 2) repair or have any third party repair the nonconforming Products and recover from Seller reasonable costs and expenses incidental or in associated with such repair; 3) reject all Products covered by this PO or the nonconforming Products only, procure similar Products in substitution and charge Seller for additional costs (including but not limited to freight, customs and insurance premium) arising from the procurement of such substitutes; 4) deduct the payment; 5) terminate this PO in whole or in part; 6) have Seller indemnify Buyer or Buyer’s customer for all losses and damages incurred; 7) have Seller compensate Buyer for the costs and expenses in connection with the inspection (including sorting) and recall of the Products; 8) have Seller provide defect analysis report and correction plan for the nonconforming Products in writing. Buyer’s selection of any remedies above shall not be deemed a waiver of any remedial right which Buyer is entitled to according to applicable laws.

10. Intellectual Property Right

Seller agrees to grant Buyer and its customer(s) a perpetual, irrevocable, non-transferable, and royalty-free license under all intellectual property rights included in the Products supplied to Buyer by Seller, so that Buyer and its customer(s) have the right to make, use, sell, offer to sell or import similar products or other products which contain the aforesaid intellectual property rights worldwide.

11. End of Life Product and Supply of Spare Parts

Seller shall notify Buyer in writing at least twelve (12) months before the end of life of Products. Seller promises to supply spare parts for seven(7) years after the end of life of Products. If Seller is unable to meet the aforesaid requirement regarding spare parts supply, Seller shall provide replacement Products with the same function upon Buyer’s consent.

12. Infringement Indemnification

Seller warrants that Product shall not infringe any third party’s intellectual property. Seller shall provide to Buyer any document or assistance required for any infringement investigation. In the event of any infringement claim, Seller shall indemnify, defend and hold Buyer and its affiliates, customers, directors and employees harmless against any damages and losses arising therefrom, and, upon Buyer’s notification and at Seller’s expenses, 1) modify Product design to make it non-infringing or 2) obtain third party’s license for the use of such Product. In the event of any lawsuit for infringement, Seller shall bear all court fees, settlement payments or judgment awards (including but not limited to attorney fees); upon Buyer’s request, Seller shall at its own expenses retain attorneys and defend the lawsuit on behalf of Buyer.

13. Liabilities for Breach

In case of Seller’s breach, nonperformance or incomplete performance of any obligations under this PO (including but not limited to those related to delivery date, Product quantity, or warranties), Buyer is entitled to terminate this PO in whole or in part without any liability. Seller shall compensate Buyer for any cost, expense, penalty, loss or damage incurred (including but not limited to the loss and damage claimed by Buyer’s customers, litigation costs, and attorneys’ fees) arising therefrom. Buyer is entitled to take any its debt to Seller (including but not limited to the payment for Products) to offset the above mentioned costs, expenses, penalties, losses and damages incurred by Buyer.

14. Assignment

Seller shall not assign any right or obligation under this PO to any third party without Buyer’s prior written consent. Seller shall be held jointly and severally liable with the third party for the third party’s breach of any obligation hereunder even though the assignment was consented to by Buyer.

15. Waiver

Buyer’s waiver of any its right and/or remedy provided under this PO shall only be done in writing. Buyer’s waiver of any right and/or remedy for Seller’s noncompliance with any obligations herein shall not constitute a waiver of its right and/or remedy in subsequent similar instances.

16. Governing Law and Jurisdiction

The formation, effectiveness, interpretation and performance of this PO shall be governed by the laws of the People’s Republic of China. Any and all disputes arising out of this PO shall be amicably resolved by both Parties. Both parties agree to submit the disputes which cannot be amicably settled to China International Economic and Trade Arbitration Commission for arbitration in accordance with its effective arbitration rules when submitting. If the arbitration fails to proceed or there is any dispute about the validity of the arbitral awards due to jurisdiction, Statutes of Limitations or other reasons, both Parties agree to submit the disputes to the court in Buyer’s place of business as the first instance court. However, the formation, effectiveness, interpretation and performance of this PO shall be governed by the laws of Republic of China, and any disputes arising out of this PO shall be submitted to Taipei District Court, Taiwan for the first resolution, if Seller’s registered place of business is in Taiwan.