

AMPHENOL LTW General Terms & Conditions of Sales

The products and services (“Products”) provided by Amphenol LTW TECHNOLOGY CO., LTD. (“Seller”) to “Buyer” are subject to the following terms and conditions:

1. Scope

The terms and conditions of sale contained herein shall apply to all Purchase Orders (“Orders”) accepted by Seller. Such acceptance from Seller is conditioned upon Buyer’s acceptance of the terms and conditions herein irrespective of whether Buyer accepts these terms and conditions by written acknowledgment, by implication or by acceptance of the Products ordered hereunder.

2. Orders

All Orders are subject to acceptance by Seller. Seller reserves the right to accept or reject any Order from Buyer in whole or in part and, without prejudice to any other remedy, to cancel any unfilled Order or to suspend shipment in the event of any act or omission of Buyer in breach of its obligations hereunder or which delays Seller’s performance hereunder.

3. Taxes

All taxes, levies and duties of any nature whatsoever applicable to the Products shall be paid by Buyer, unless Buyer provides Seller with an exemption certificate acceptable to the relevant taxing authority. Unless otherwise specified, the prices shown do not include any taxes.

4. Prices and Payment

All prices are subject to change without notice. All Orders are also subject to credit approval before shipment. Where Buyer has established credit, payment shall be due thirty (30) days from date of invoice. Overdue accounts shall bear interest at a rate equal to the lesser of one and one half percent per month (eighteen (18) percent per annum) or the highest rate permitted by applicable law. Payments are to be paid in US currency. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. If, in Seller’s judgment, Buyer’s financial condition does not at any time justify payment terms as specified, Seller may cancel or suspend shipment of any unfilled Order unless Buyer shall, upon written notice, immediately pay for any Products to be shipped or pay in advance for all Products ordered but not shipped or both, at Seller’s option. If, despite any default by Buyer, Seller elects to continue to make shipments, Seller’s action shall not constitute a waiver of any default by Buyer or in any way prejudice Seller’s legal remedies for such default under these terms and conditions or otherwise.

5. Title and Delivery

Delivery dates are approximate. Seller shall use reasonable efforts to fill all Orders according to the shipment schedule provided by Seller at time of acceptance of the applicable Order; but in no event shall Seller guarantee shipment according to such schedule or be liable for damages due to delays in the delivery. To all Orders shall be attached the necessary information enabling work to commence, together with any import license and/or permits and related certificates which may be necessary and which shall be supplied by Buyer at Buyer’s expense. All shipments will be made EXW factory unless otherwise specified in Seller’s Sales Acknowledgment form. Title to the Products and liability for loss or damage in transit or thereafter and shall pass to Buyer upon leaving Seller’s plant or designated warehouse

door. In the absence of specific instructions, Seller will select the carrier. Any Products held or stored for Buyer shall be at Buyer's risk and expense if, at Buyer's request, a shipment is postponed more than thirty (30) days after the date the Products are ready for shipment. Claims against Seller for shortages of Products must be made within thirty (30) days after arrival of shipment to the destination specified in the Order. Unless otherwise agreed in writing, Seller may make partial shipments and terms and conditions herein contained shall apply separately for each shipment.

6. Warranty and Limitation of Liability

6.1 Subject to the limitations and exclusions below, Seller warrants that the Products will be free from defects in material and workmanship and will comply with Seller's published specifications relating to the Products for a period of twelve (12) months from date of shipment of the Products.

6.2 Seller shall incur no liability under this warranty unless: Seller is, within the applicable warranty period, promptly notified in writing by Buyer of discovery of any defects in the Products; Buyer immediately returns upon written authorization from Seller to do so, transportation charges prepaid, the alleged defective Products in the form in which originally shipped, with the Return Authorization Number provided by Seller clearly displayed; and Seller's test procedures disclose that the Products do not meet Seller's applicable specifications only due to defects in materials and/or its normal standards of workmanship.

6.3 In no event shall Seller be responsible for defects due to physical damage suffered to the Products as a result of improper handling during or after shipment, misuse, neglect, improper installation or operation, repair, alteration, accident or for any other cause not attributable to defects in material or workmanship on the part of Seller.

6.4 Seller's liability under this warranty shall be limited, at Seller's option, to either repair or replace the defective Products at its own expense or reimburse Buyer the price paid by Buyer to Seller for the defective Products. In no event shall the damages for which Seller is liable to Buyer exceed the sale price to Buyer for the defective Products. Any Products replaced or repaired hereunder shall carry only the un-expired term of the warranty applicable to the replaced or repaired Products.

6.5 Except for the express limited warranty stated above, seller makes no representation, condition or warranty, express or implied, with respect to the products and specifically excludes all implied conditions and warranties, including implied conditions and warranties of merchantability and fitness for a particular purpose. The sole obligation and entire liability of seller contained in the limited warranty stated above is in lieu of all other obligations or liabilities of seller to buyer whatsoever and howsoever arising directly or indirectly in connection with the sale of these products, their use or otherwise whether arising in contract, tort or otherwise. Seller in no event shall be liable for any indirect, incidental, special, or consequential damages arising directly or indirectly in connection with this sale agreement ("agreement"), the products, their use or otherwise whether for loss of profits, business revenues or otherwise.

7. Confidentiality

Both parties agree that all designs, mask works, computer programs, data, processes, trade secrets, circuits, layout, inventions (whether or not patentable), algorithms, know-how, and ideas and all other business, marketing, technical and financial information they obtain from the other party constitute "Confidential Information" of the disclosing party if leg ended as such when disclosed in writing, or if disclosed orally, designated as such within 10 days of oral disclosure. Except as expressly and unambiguously allowed under the terms and conditions of the Agreement, the parties agree to hold in confidence and not use or disclose the other party's Confidential Information. The receiving party shall not be

obligated for any information which it can document: (A) is in or, through no improper action or inaction by the receiving party enters the public domain and is readily available without substantial effort, or (B) was rightfully in its possession or known by it prior to receipt from the disclosing party, or (C) was rightfully disclosed to it by another person without restriction, or (D) was independently developed by it by persons without access to such information and without use of any Confidential information of the disclosing party. The obligations contained in this Section 7 shall continue for a period of 3 years from disclosure.

8. Masks, Etc.

Unless otherwise agreed in writing, Seller shall retain title to and possession of any masks, models, patterns, dies, molds, jigs, fixtures and tools made or obtained for the furnishing of Products under this Order.

9. Custom Products

9.1 For products manufactured to Buyer's specifications or instructions ("Custom Products"), Seller warrants only that the Custom Products shall conform at the date of shipment to such specifications and instructions accepted in writing by Seller and will be free from defects in material and workmanship for a period of twelve (12) months from the date of shipment but that no warranty is supplied by Seller whatsoever with respect to design or functionality of the Custom Products or any products derived from the Custom Products supplied hereunder. The warranty for Custom Products is subject to the limitations and exclusions set out in Section 6 Warranty and Limitation of Liability above (except for the first paragraph thereof which does not apply in this context).

9.2 In the event that Buyer cancels or reschedules any order for Custom Products within ninety (90) days of the scheduled shipment date, Seller reserves in addition to any other remedy, the right to charge Buyer for the costs of associated raw materials, work-in-progress and finished product.

10. Substitutions and Modifications

Seller reserves the right to modify the specifications of Products designed by Seller without notice provided that the modification will not materially affect the performance, form or fit of the affected Products.

11. Force Majeure

Neither Buyer nor Seller shall be liable for failures in performance, including delay or non-shipment, resulting from acts or events beyond its reasonable control. Such acts or events shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, fire, strikes, lockouts or slowdowns, factory or labor conditions, errors in manufacture, inability to obtain necessary labor, materials or manufacturing facilities or other "force majeure" events beyond the reasonable control of the non-performing party. In the event of such delay, the date of shipment shall, at the request of Seller, be deferred for a period equal to the time lost by reason of the delay and otherwise for a reasonable time.

12. Intellectual Property Rights

12.1

Buyer shall indemnify and hold Seller harmless against any expense and loss resulting from: (i) any claim of actual or alleged infringement of any Taiwan or China patent, copyright, mask work, or other industrial or intellectual property rights arising from compliance by Seller with Buyer's designs, specifications or instructions; or (ii) any claim which

relates to the use of Products in a manner or for a purpose not specified by Seller or to any unauthorized modification of the Products by Buyer or to the use or sale of any equipment not supplied by Seller but which includes or is used in combination with Products so supplied.

12.2 The sale or supply of Products by Seller does not convey, except as otherwise provided in Section 9, any license by implication, estoppel, or otherwise, under any patent, copyright, mask work or other industrial or intellectual property rights covering combinations of said Products with other products, equipment, devices or elements.

12.3 Subject to the foregoing and the limitations set forth below, Seller shall indemnify and hold Buyer harmless against any expense and loss resulting from a claim against Buyer that the Products or any part thereof made to Seller's design by or for Seller infringe any Taiwan or China patent, copyright, mask work or other industrial or intellectual property rights provided: (a) Seller is notified promptly in writing by Buyer of any notice of such claim; (b) Seller is given full authority and control of the defense of such claim and all negotiations for its settlement or compromise; and (c) Buyer has not made and shall not make any admission in respect to such alleged infringement.

12.4 In the event the Products or any part thereof become, or in Seller's opinion, are likely to become the subject of a claim of infringement of a Taiwan or China patent, copyright, mask work or other industrial or intellectual property rights, or if the use of the Products or any part thereof is enjoined in any such infringement suit, Seller shall at its option and expense either procure for Buyer the right to continue use of said Products, replace said Products with non-infringing products, modify said Products so that they become non-infringing, or accept the return of the affected Products and refund Buyer the depreciated value thereof. In no event shall Seller's total liability to Buyer under the foregoing indemnity exceed the purchase price of the allegedly infringing Products.

12.5 Seller makes no express or implied condition, representation or warranty that the Products will not infringe any patent, trademark, copyright, mask work or other industrial or intellectual property rights. The foregoing states the entire liability of Seller with respect to infringement of patents, copyrights, mask works or other industrial or intellectual property rights by said Products or any part thereof.

13. Medical Application

Seller's Products are not authorized for use in medical applications without the written consent of the appropriate officer of Seller. Buyer is requested to notify Seller when planning to use the Products in medical applications.

14. Notices

Any notices required by these terms and conditions shall be sufficient only if dispatched by facsimile, personally delivered, delivered by a major commercial rapid delivery courier or mailed by certified or registered mail, return receipt requested.

15. Assignment

Buyer shall not assign any Order or any interest therein or any rights thereunder without the prior written consent of Seller.

16. Governing Law

This Agreement shall be governed by the laws of Taiwan, excluding conflict of law rules.

17. Waiver

No waiver by either party of any breach of any term or condition of this Agreement by the other party shall be deemed to constitute a waiver of any other breach nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy hereunder operate as a waiver thereof. No waiver given by a party hereunder shall be binding upon such party unless expressed in writing and signed by such party.

18. Export Controls

Buyer agrees that any export or re-export by it of Products purchased hereunder shall be in strict compliance with all applicable export control laws and regulations. Buyer shall obtain and bear all expenses with respect to the export from the Taiwan of all material or items deliverable by Seller to any location and shall demonstrate to Seller compliance with all applicable laws and regulations prior to delivery thereof by Seller.

19. Entire Contract

The terms and conditions herein contained shall govern and shall comprise the entire agreement of the parties relating to the subject matter hereof and shall replace and supersede any provisions on Buyer's Order which are in addition or inconsistent therewith. Seller's failure to object to provisions contained in any Order or other communication from Buyer shall not be deemed a waiver of the provisions herein. No modification hereof shall be valid unless in writing and duly signed by a person authorized by Seller. The provisions hereof shall not be supplemented by any usage of trade or any course of prior dealings or acquiescence in any course of performance.