

TERMS AND CONDITIONS OF PURCHASE:

1. **General.** Buyer expressly agrees that these terms and conditions govern its purchase of Materials from Super Talent Technology Corp. ("Super Talent"), and the provision of any and all other goods and services from and by Super Talent, and any of its divisions, subsidiaries and affiliates as well as by third party vendors and/or service providers of Super Talent. Buyer further agrees that these terms and conditions, whether printed on a purchase order or otherwise, supersede and take precedence over Buyer's supplemental or conflicting terms and conditions to which notice of objection is hereby given. Any conflicting statements or terms on Buyer's purchase orders, invoices, confirmations or other Buyer-generated documents are negated by this Agreement. Super Talent's performance of any obligation to Buyer is expressly made conditional on Buyer's acceptance and agreement to Super Talent's terms and conditions of sale herein, unless otherwise agreed to in writing by Super Talent. In the absence of such agreement, Super Talent's commencement of performance and/or delivery of Material shall be for Buyer's convenience only, and shall not be deemed or construed to be acceptance of Buyer's terms and conditions or any of them. Buyer's acceptance of any Material or Materials shall be deemed acceptance of the terms and conditions stated herein. Acceptance by Buyer is limited to and conditioned upon Buyer's assent to these terms and conditions. Neither Super Talent's commencement of performance or delivery shall be deemed or constituted as acceptance of Buyer's supplemental or conflicting terms and conditions. Buyer's acceptance of the Materials and/or Services from Super Talent 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 A DULY AUTHORIZED OFFICER OF SUPER TALENT TECHNOLOGY CORP.
2. **Quotations and Pricing.** The prices for Materials are set forth in Super Talent's quotation which may be increased, decreased or otherwise changed at any time upon prior notice to BUYER. Prices quoted are exclusive of and will be increased by all applicable federal, state, municipal or other government excise, sales, use, occupational or like tax, tariffs, customs, duties and import fees, applicable at the time of sales or thereafter enacted, all of which Buyer shall be responsible for paying. Super Talent has the legal obligation to collect tax or taxes added by Super Talent to the sales price, which will be paid by BUYER, unless BUYER delivers to Super Talent with the purchase order a proper tax exception certificate applicable to Super Talent and the applicable taxing authority. Super Talent, at its discretion, reserves the right to accept or reject any such claims. Unless otherwise noted in the quotation, published or quoted prices are net F.O.B. Super Talent's facilities located in San Jose, California.
3. **Buyer's Financial Condition.** This Agreement and all shipments made hereunder shall at all times be subject to the approval by Super Talent of Buyer's financial condition. If the financial condition of BUYER at any time becomes unsatisfactory to Super Talent, in Super Talent's sole discretion, or if BUYER fails to make any payment when due, in addition to any other rights Super Talent may have, Super Talent may defer or decline to make any shipment or shipments hereunder or may condition any such shipment upon receipt of satisfactory security or cash payments in advance.
4. **Payment.** Except as otherwise specified, all payments are due and payable in U.S. dollars within approved term by Super Talent Credit Department. Super Talent reserves the right to require alternative payment terms, including, without limitation, a letter of credit or payment in advance. Payments not made by the due date may incur, at the sole discretion of Super Talent, a late payment service charge of the lesser of one and one-half percent (1-1/2%) per month or the maximum rate permitted by law, computed from the date payment was due. All payments, including deposits, shall be non-refundable.
5. **Warranty.** Super Talent warrants to the BUYER that supplied standard Materials sold will meet or exceed advertised specifications as published at the time of order acceptance, and be free from defects in material and workmanship for the specified Material warranty period from date of original shipment. Super Talent will repair or replace any defective Material. The warranty period of the repaired or replaced Material shall be for the remainder of the original Materials warranty or ninety (30) days, which ever is greater. The warranty does not cover any Materials which have been misused, modified (without the prior written consent of Super Talent), have been subjected to unusual stress, have been improperly maintained or on which any original serial numbers or other identification marks have been removed or destroyed, all of which are subject to the determination of Super Talent in its discretion. In any event, Super Talent's liability shall be limited to the replacement value of any damaged or defective part.
6. **Warranty Repair.** A Return Material Authorization (RMA) number must be obtained from Super Talent's Customer Service Department prior to the return of any material for warranty repair. The following information is required to obtain a RMA number: Super Talent Item Number, serial number, Qty, PO number, Invoice Date, Invoice Number, Problem Description, shipping information, shipping instruction, including carrier information. The Buyer will be solely responsible for loss or misplacement of material returned without an RMA number. Insufficient packaging may result in loss of warranty. All warranty will be void if inspection finds that the material has been abused, misused, or altered without authorization. Material received more than 15 days after the RMA was assigned are subject to refusal at the discretion of the RMA Department.
7. **Return Material Authorization (RMA).** A Return Material Authorization (RMA) number must be obtained from Super Talent's Customer Service Dept. prior to the return of any material. RMA is acceptable within 30 days from the invoice date. The following information is required to obtain a RMA number: Super Talent Item Number, serial number, Qty, PO number, Invoice Date, Invoice Number, Problem Description. The Buyer will be solely responsible for loss or misplacement of material returned without a RMA number. Material received more than 15 days after the RMA number is assigned is subject to refusal at the discretion of the RMA Department.
8. **Cancellation.** Neither this Agreement nor any release hereunder is subject to cancellation by BUYER except upon (a) written request of BUYER and (b) written approval of Super Talent. Because Super Talent's expenses related to canceling firm orders are dependent upon (i) Super Talent's inventory carrying costs, (ii) the likelihood of Super Talent quickly selling the subject Materials to other Buyers, (iii) Super Talent's other related out-of-pocket costs, and (iv) administrative costs, Super Talent may charge BUYER a cancellation fee.
9. **Cancellation of Standard Material.** If Super Talent determines the Material being cancelled to be Standard Material, Super Talent may charge a cancellation charge according to the (a) quantity being canceled, (b) time frame between Buyer's request to Super Talent to cancel and the order's scheduled ship date, and (c) dollar amount of order being cancelled. The calculation of the exact cancellation charge will be at Super Talent's discretion. Any orders that constitute twenty-five percent (25%) of the previous six (6) month usage of a particular Material and Option will be deemed "custom" and will follow the cancellation condition of Custom Material, set forth below.
10. **Cancellation of Custom Material.** If Super Talent determines the Material being cancelled to be Custom Material, as defined above, or if any Material developed by Super Talent under special contract or requiring conformal coating, extended temperature components, or any type of customization as requested by the BUYER, Super Talent may deny Buyer's cancellation request. If Super Talent permits the cancellation of Custom Material, BUYER agrees to pay Super Talent for all of Super Talent's out-of-pocket costs associated with the cancellation of the order including, but not limited to: (i) raw materials, (ii) work in process, (iii) inventory carrying costs, (iv) scrapping and disposal fees, and (v) a reasonable and equitable profit for Super Talent, which shall not be less than twenty percent (20%) of such costs. In no case will the cancellation charge be less than Super Talent's actual costs (including overhead and other indirect costs). The amount of cancellation charge to be charged to BUYER shall be determined at the sole discretion of Super Talent and may equal 100% of the amount of the order at the time of Super Talent's receipt of Buyer's request for cancellation. BUYER is entitled to receive a written notice from Super Talent setting forth how the cancellation charge was calculated. Upon payment of the cancellation charge, BUYER shall be entitled to receive all raw materials and work in process, and Super Talent agrees to ship such goods to BUYER at Buyer's expense. Super Talent reserves the right, by written notice of default, to cancel any order, without liability to BUYER, in the event of the happening of any of the following: insolvency of BUYER, the filing of a voluntary petition in bankruptcy by BUYER, the filing of an involuntary petition to have BUYER declared bankrupt, the appointment of a receiver or trustee for BUYER, the execution by BUYER of an assignment for the benefit of creditors, the discontinuance of business by BUYER, or the sale by BUYER of the bulk of its assets other than in the usual course of business.
11. **Export.** BUYER acknowledges that Materials, software, and technical information provided under this Agreement are subject to United States Export Administration Act and other export laws, rules and regulations. BUYER agrees not to export, re-export, directly or indirectly, transfer, or transmit the Materials, software, or technical information except in compliance with any and all such laws, rules and regulations. This sale is subject to any applicable governmental approvals and, at Super Talent's request, BUYER agrees to sign written assurances and other export-related documents (and to obtain same at its own expense) as may be required for Super Talent to comply with any and all

export laws, rules and regulations. Buyer agrees to hold harmless and indemnify Super Talent from any claim or damage arising out of or relating to any alleged violation of any export law, rule or regulation, including payment of attorneys' fees and costs.

- 12. Limitation of Liability.** IN NO EVENT SHALL SUPER TALENT BE LIABLE FOR ANY COSTS OR PROCUREMENT OF SUBSTITUTE MATERIALS OR MATERIALS, OR FOR ANY GENERAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR OTHER DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF GOOD WILL, AND LOSS OF USE OF DATA, RESULTING FROM SUPER TALENT'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR THE FURNISHING, PERFORMANCE OR USE OF ANY MATERIALS, GOODS OR SERVICES SOLD PURSUANT HERETO, WHETHER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, MATERIAL LIABILITY, THE NEGLIGENCE OF SUPER TALENT OR ANY OTHER THEORY OF LAW OR EQUITY, EVEN IF ON NOTICE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SUPER TALENT'S LIABILITY EXCEED THE U.S. DOLLAR AMOUNT EQUAL TO THE PURCHASE PRICE PAID BY BUYER FOR SUCH MATERIALS, GOODS OR SERVICES GIVING RISE TO SUCH LIABILITY. THE DAMAGE LIMITATIONS PROVIDED IN THESE TERMS AND CONDITIONS SHALL BE EXCLUSIVE AND SHALL BE BUYER'S SOLE REMEDY. THE ABOVE DISCLAIMERS AND EXCLUSIONS INCLUDE ANY LIABILITY THAT MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST BUYER. THIS ALLOCATION OF RISK IS REFLECTED IN THE PRICE OF THE MATERIALS. THIS LIMITATION SHALL SURVIVE FAILURE OF ANY ESSENTIAL PURPOSE. BUYER ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES ARISING FROM OR IN CONNECTION WITH, THE USE OR MISUSE OF THE MATERIALS BY BUYER, ITS EMPLOYEES, OR OTHERS. SUPER TALENT'S LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE WARRANTY PERIOD OF SAID MATERIAL.
- 13. Intellectual Property.** Super Talent shall solely own and have exclusive worldwide right, title and interest in and to all United States and foreign patents, trademarks, service marks, copyrights, mask works, trade secrets, software and all other intellectual and industrial property rights in any way related to the Materials and all modifications, improvements and derivative works related thereto ("Material Intellectual Property Rights" or "Material IPR"). Title to all such Material IPR shall at all times remain with Super Talent.
- 14. Proprietary Rights.** Super Talent shall have no liability of any kind with respect to any actual or alleged infringement of any United States or foreign patent, trademark, copyright, deskwork right, trade secret or other intellectual property or proprietary right. Buyer agrees to look solely to the manufacturer or licensor of the Materials with respect to any claim of infringement. Furthermore Buyer agrees to protect, defend, indemnify, and hold harmless Super Talent from all sums, costs, expenses, and attorney's fees, which Super Talent may incur or be obligated to pay as a result of any and all claims, demands, causes or action, or judgments arising out of or relating to any use, modification, or enhancement of the Materials purchased by the Buyer unless such use, modification, or enhancement is approved in writing by the manufacturer or licensor of the Materials.
- 15. Force Majeure.** The parties agree that Super Talent is not responsible or liable for any delay or failure in performance arising as a result of fire, accident, acts of God, acts of public enemy, war, labor disputes, failure or delays, transportation, inability to secure Material, raw materials or machinery for the manufacturing process, requirements or acts of any government or agency thereof, judicial action or other causes beyond Super Talent's reasonable control. In such event, Super Talent may defer performance for a period equal to the time lost by reason of the delay.
- 16. Governing Law.** This Agreement shall be construed, governed and enforced in accordance with the laws of the State of California, including the provisions of the California Uniform Commercial Code but excluding its conflicts of laws provisions. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods, if applicable.
- 17. Forum Selection.** The parties agree that any legal action between them arising out of or in connection with this Agreement or any Purchase Order shall be commenced and maintained only in the state or federal courts located in Santa Clara County, State of California, and that such courts shall have exclusive jurisdiction of and shall provide the exclusive venue for any such action. BUYER HEREBY UNCONDITIONALLY AGREES THAT IT IS PERSONALLY SUBJECT TO AND HEREBY CONSENTS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT IT WILL NOT CONTEST THE JURISDICTION, VENUE OR CONVENIENCE OF SUCH COURTS IN ANY ACTION COMMENCED BY SUPER TALENT RELATING TO THIS AGREEMENT OR ANY PURCHASE ORDER.