



TE GLOBAL TERMS AND CONDITIONS OF PURCHASE**1. SCOPE**

These TE Global Terms and Conditions of Purchase ("**Terms**") apply to all purchase orders and agreements ("**Order(s)**") which constitutes an offer placed by a TE entity ("**TE**") to purchase Items (as defined below) from supplier ("**Supplier**") expressly limited to the Terms. TE is an entity within the TE Connectivity plc family of companies, which includes all direct and indirect subsidiaries and affiliates of TE Connectivity plc. Once accepted by Supplier, these Terms form a valid and enforceable contract between TE and Supplier. TE and Supplier are individually referred to as a "Party" and collectively as the "Parties."

2. ACCEPTANCE

2a. This Order and Terms are deemed accepted by Supplier and constitute the entire agreement between the Parties with respect to the subject matter hereof upon any of the following: Supplier's (i) written acknowledgement of this Order; (ii) commencement of performance or shipment of Items; (iii) acceptance of any payment under this Order; or (iv) failure to deliver written notice of rejection of this Order to TE within five (5) business days after receipt of this Order. "**Items**" means all goods, materials, machinery, equipment, tooling, software, components, technical data, work and services, including but not limited to, the design, procurement, manufacture, assembly, tests and inspections, and delivery of the Items to TE and if specified in this Order, installation and/or commissioning of the Items, ordered by TE. This Order does not constitute acceptance of any offer to sell, quotation, or any proposal of Supplier. Reference in this Order to any offer to sell, quotation, or proposal will not constitute a modification of any of the Terms. TE may correct any clerical errors or omissions in this Order. Supplier's use of a subcontractor or sub-supplier at any tier ("**Subcontractor**"), whether selected, directed or approved by Supplier, TE or TE's customer, to fulfill this Order will not excuse Supplier of its obligations or requirements to TE under this Order.

2b. No amendment, modification, or waiver of these Terms will be effective against TE except as set forth in writing signed by TE's authorized representative. Terms or conditions proposed by Supplier in its acceptance or otherwise which are additional to or different from these Terms ("**Additional Terms**") are rejected without further notification from TE and will not become a part of this Order. An attempted acknowledgement of this Order containing Additional Terms is not binding on TE unless expressly accepted by TE in writing. An exchange or series of written or electronic correspondence will not be deemed a signed writing for amendment, modification or waiver of these Terms or acceptance of Additional Terms. TE's clicking any buttons or any similar action, such as clicking "I Agree" or "Confirm," ("**Clickwrap**") to use Supplier's software, webpage or portal ("**Supplier's Site**") for the placement of orders, accessing invoicing or otherwise, is NOT an agreement to Supplier's terms and conditions of sale or use of Supplier's Site. Supplier's terms and conditions of sale and terms of use of the Supplier's Site are deemed rejected by TE in their entirety and are of no force or effect. No employee, agent or representative of TE has the authority to bind TE by Clickwrap on Supplier's website or portal.

2c. TE may, at any time, by written notice make changes within the general scope of this Order in the specifications, designs, drawings, quantity ordered, methods of shipment, packaging, or place or time of delivery. Nothing will relieve Supplier from proceeding without delay to perform this Order as changed. Supplier will not make any changes to specifications, designs, drawings, materials or manufacturing processes or location without TE's prior consent. In the event of a conflict between these Terms and the terms of any supply or services agreement between the Parties governing the same subject matter, the terms of that supply or services agreement signed by the Parties will supersede these Terms. In the event of any inconsistency among this Order and the documents referenced herein and any attachments hereto, the inconsistency will be resolved by giving precedence in the following descending order: (i) provisions on the face of this Order, (ii) the specifications, (iii) the drawings, (iv) these Terms, and (v) the documents incorporated by reference herein.

3. PRICE/TAXES

3a. Upon acceptance of the Order, Supplier's prices will be firm and may not be changed, except as provided below or if agreed between the Parties in writing, and include: the cost of packaging the Items in a manner suitable for shipment by the method specified by TE, all expenses, social insurance contributions, fees (those imposed on or measured by the services provided or goods delivered), taxes, tariffs and duties applicable to the Items, provided that any value added tax ("**VAT**") and/or similar tax will not be included in Supplier's price but must be separately identified on Supplier's invoice. If Supplier's price or the regular market price of the Items is lower than the price stated in this Order on the date of shipment of the Item, Supplier agrees to reduce TE's price to the lower price on any such Item.

3b. Supplier will be responsible for any and all payroll taxes for services performed by Supplier's personnel. If VAT, GST, sales tax, or other similar taxes are imposed by the country in which the services are performed, unless TE has provided an exemption certificate or a direct pay permit, Supplier agrees to bill such taxes as separate line items on an invoice, in accordance with the applicable taxing jurisdiction's laws. Where VAT is applicable, Supplier agrees to use its reasonable commercial efforts to ensure that its invoices to TE are issued in such a way that they meet the requirements for deduction of input VAT by TE.

4. PAYMENT TERMS AND DISCOUNT

4a. Unless otherwise provided in this Order, the payment terms are net ninety (90) days, unless a shorter term is required by applicable law, from the later of when the conforming Items are received or services rendered, the date of receipt of a duly issued complete accurate invoice or TE's receipt of all accurate supporting documents. Payment will be less any applicable discounts, debit or offsets and will be in the currency stated in this Order, or if not stated, in a currency determined by TE using the Wall Street Journal currency exchange rates in effect on the first Tuesday of the month. If TE disputes an invoice, TE will have the right to withhold payment of any amount due. Paper invoices will be assessed a processing fee of \$10.00 per invoice to be billed periodically by TE to the Supplier and reduced from the next payment. Paper invoices will only be accepted where local regulations do not allow self-billing (e.g. ERS or Consignment) or electronic invoicing.

4b. Supplier will issue invoicing to the TE entity named in this Order. If TE does not receive a complete and accurate invoice within one hundred twenty (120) days from the date of delivery of the Items, TE may deduct 1.5% per month, calculated proportionately per day, of that total invoice unless otherwise agreed between the Parties. This does not apply to: (i) amounts paid after a dispute; (ii) rejected invoices that are first received timely and then corrected; (iii) invoices delayed due to TE's actions or omissions; or (iv) delays the Parties have agreed to in writing. In any event, TE will not be

liable for, and Supplier will waive its right to claim payment of, any fees, costs, taxes, and expenses arising out of this Order for which TE does not receive an invoice within one hundred eighty (180) days from the date of delivery of the Items.

5. DELIVERY

5a. Time and rate of delivery are of the essence in the performance of this Order. Supplier will make all deliveries FCA Supplier's Facility (INCOTERMS 2020) with title to Items transferring upon delivery to TE, or TE's designated drop ship location, unless other delivery instructions or arrangements are agreed between the Parties. Supplier will give written notice of shipment to TE when the Items are delivered to a carrier for transportation. Supplier will provide TE all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary to release the Items to TE. TE's Order number and Supplier's packing slip number description and quantity must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to this Order. If this Order requires additional services to be performed after delivery, Supplier will retain risk of loss or damage to the Items until the additional services have been completed. Packing slips must accompany all shipments. Supplier will immediately notify TE in writing of any event or condition that could delay delivery of the Items beyond the delivery date with notice to include: (i) cause for such delay, (ii) part number, quantity and cost of the affected Item(s), (iii) proposed corrective action including if expedited delivery can be arranged; all of which will be subject to TE's prior approval at TE's sole discretion. However, such notification will not require TE to accept any late shipment or waive any of its rights or remedies. Supplier will be responsible for all expediting costs of late Items and damages resulting from Supplier's failure to make timely or conforming deliveries of Items, including, but not limited to, costs TE incurs for the correction of Items with quality problems and costs TE incurs in connection with TE's machining and/or assembly line downtime. TE's verification of quantities received will be accepted as final and conclusive on all shipments. If Supplier's delivery of the Items is not made in the quantities and at the times specified by TE, TE reserves the right without liability and in addition to any other rights and remedies at law, contract or at equity, to cancel this Order and to procure substitute Items and charge Supplier with any excess costs and expenses incurred. TE will have the right to reject any Items which are tendered by Supplier in advance of the date scheduled for delivery, to accept early delivery of Items and defer payment until after the scheduled delivery date or to accept early delivery of Items and place such Items in storage at Supplier's expense until the scheduled delivery date. TE may return any over shipments to Supplier at Supplier's risk and expense.

5b. Supplier will package, mark, and ship all Items in accordance with: (i) the requirements of this Order and TE specifications, (ii) all applicable Laws, including those pertaining to environmental, occupational health and safety standards of the countries in which the Items are shipped, (iii) generally accepted industry practices, and (iv) in a manner which will permit the securing of the best transportation rates. When TE specifications are not provided, packaging, marking and shipping are the responsibility of the Supplier and will be adequate to prevent damage or deterioration during shipment. Damage to any Item resulting from improper packaging or handling will be charged to the Supplier. No additional charges will be allowed for containers, crating, boxing, bundling, dunnage, drayage, storage, or transportation, unless stated in this Order.

6. FORCE MAJEURE

6a. Neither Party will be held responsible for any delay or failure in performance of any part of this Order resulting from any act of God, fire, flood, earthquake, war, act of terrorism, embargo, government requirement, civil or military authority, pandemic, or any other causes not foreseeable and beyond the control of the Party whose performance must be suspended or excused, provided that such delay or failure in performance could not have been prevented by reasonable precautions, and such non-performing or delayed Party gives the other Party prompt written notice of the Force Majeure ("Force Majeure Event"). Events such as delays in transportation, inability to obtain goods or materials, or other forms of supply disruption will not constitute a Force Majeure Event and will not excuse performance. In the event of a Force Majeure Event, the non-performing Party will use its best efforts to recommence performance whenever and to whatever extent possible without delay, including using alternate sources, workaround plans or other means. If a Force Majeure Event causes Supplier to allocate limited resources between or among Supplier's customers, Supplier will not provide to any other customers of Supplier priority over TE. If upon the request of TE, Supplier fails to provide adequate assurance that any delay will not exceed thirty (30) days, or if any delay lasts longer than thirty (30) days, TE may terminate, in whole or part, at no charge, any delivery or this Order and Supplier will reimburse TE for costs associated with the termination.

6b. Not later than one (1) day after the determination that a Force Majeure Event will cause a delay in the supply of Items, Supplier will provide written notice to TE describing any anticipated delays in its performance due to the Force Majeure Event and advising TE of the anticipated duration of the delay, actions Supplier is taking to mitigate the delay, and the time that the delay will be cured. During the delay or failure to perform by Supplier, TE may at its option (i) purchase Items from other sources and reduce its releases or quantities set forth in the Order to Supplier by such quantities, without liability to Supplier; (ii) require Supplier to deliver to TE all or any portion of the finished Items, work-in-process and/or parts and materials produced or acquired for work under this Order; or (iii) require Supplier to provide Items of equal quality from other sources in quantities and at a time requested by TE and at the prices set forth in this Order. If Supplier's delay or default is caused by a delay or default of a Subcontractor, such delay or default will be excused only if it arose out of a Force Majeure Event and was beyond the control of both Supplier and the Subcontractor and without the fault or negligence of either, and the Items were not obtainable from other sources in sufficient time to meet the required delivery or performance schedule. TE will not be liable for failure to accept any part of the Items if such failure is the result of any cause beyond the control of TE.

7. INSPECTION

7a. Supplier will provide immediate notice of any suspected nonconformance or defect and will initiate containment of the suspect Items within twenty-four (24) hours. Unless otherwise agreed, replacement of any nonconforming or defective Items will be accomplished by Supplier within (24) hours of Supplier's receipt of notification of the nonconformance or defect, and re-performance of any nonconforming or defective service will be accomplished promptly. Supplier will, within (24) hours of discovery of a nonconformance or defect, submit a written corrective action report to TE. Such report will identify the root cause of the nonconformance, identify the affected Items and communicate a corrective action plan for TE's review and approval. Acceptance of any portion of the Items will not bind TE to accept other portions of the Items, including any future shipments, or waive its right to revoke acceptance of Items previously delivered or performed. Supplier will provide TE and its customer(s) access to the work performed under this Order for inspection.

7b. Payment for any Items under this Order will not constitute acceptance, and TE reserves the right to inspect all Items. Items that are defective in workmanship or material or not in conformity with the requirements of the Order, including any applicable drawings, specifications, samples and other descriptions, may at TE's discretion, be rejected and returned at Supplier's expense or may be accepted at an appropriate reduction in price. TE, at its option and sole discretion, in addition to its other rights and, remedies it may have by contract, law or equity, may require Supplier to promptly replace, reperform, repair, or credit TE for rejected Items and, if Supplier fails to promptly replace, reperform or repair, TE may obtain the Items elsewhere and charge to Supplier the additional cost. Supplier will indemnify and hold harmless TE for all costs, expenses and damages, whether direct, indirect or consequential, arising from Supplier's failure to provide conforming Items.

8. WARRANTY

8a. Supplier warrants that all Items provided will: (i) conform strictly with all applicable Laws, instructions, standards, designs, applicable drawings, specifications, samples and other descriptions, including but not limited to TE's: *Total Quality Management Requirements for Suppliers* ("TEC-1005") and *Supplier Requirements for Product Environmental Compliance* ("TEC-138-702") found at <https://supplier.te.com>; (ii) be new, merchantable and free from all defects in design, materials, workmanship and title and, if not of TE's design, be suitable for the purpose intended; (iii) be provided/performed in a competent and professional manner in accordance with the highest standards and practices that apply in Supplier's industry; and (iv) have clear and unencumbered title. Supplier will cause any lien or encumbrance asserted to be discharged, at its sole cost, within fifteen (15) days of its assertion (provided such liens do not arise out of TE's failure to pay amounts not in dispute under the Order). The foregoing warranties will survive acceptance and payment and will also apply to any repaired or replaced Items or reperfomed services and, in all cases, are extended to, and will inure to the benefit of TE, its successors, assigns, and customers or users to whom the Items may be sold or transferred. Notwithstanding the specifications, drawings, samples and other descriptions furnished by TE, Supplier warrants that the Items and the sale or use thereof by TE or any transferee will not infringe any patents, copyrights, trade secrets, trademarks or other intellectual property rights ("IPR") of any third party.

8b. In the event of a breach of warranty, TE is entitled to all rights and remedies available at law, contract or equity, with no added cost to TE and at TE's election: (i) repair, replace, reperform or reimbursement of the non-conforming Item; (ii) recoupment of any costs and expenses of removal and reinstallation of the Items from any component, assembly or system; (iii) recoupment of any other costs or expenses for return of the Items; and (iv) recoupment of any other costs, expenses, losses, incidental, consequential, punitive or special damages caused by or related to the non-conforming Items, including, but not limited to costs, expenses, and losses incurred by TE: (a) in inspecting, sorting, repairing, or replacing such Items; (b) resulting from any production interruptions; (c) conducting any recall campaigns or other corrective actions; and (d) claims for personal injury or property damage. Supplier will be responsible for the cost of labor and engineering assistance, or development required to make the repair and all associated costs such as, but not limited to, shipping, customs and services that may be required to make the repair. For the avoidance of doubt, the Supplier will pay to TE all the reasonable out of pocket expenses (if any) incurred by TE in testing or examining any portion of the Items for the purpose of or in connection with this warranty if the cause of failure is attributable to the Supplier. It is the responsibility of the Supplier to show that the failure cannot be attributed to the Supplier. Any non-conforming Item repaired or replaced during the warranty period will be subject to a warranty period the greater of the balance of the original warranty period, or an additional two (2) years.

8c. The repair, reperformance or replacement of any nonconforming Item includes the delivery to TE of a descriptive report of the fault found and, when appropriate, of the repair carried out on such nonconforming Item. The maximum time for repair of the Items (including shipping and customs clearance) will be one (1) year or as defined in the requirements provided by TE in its request for quotation, whichever is earlier.

9. CONFIDENTIAL INFORMATION

9a. In connection with this Order TE may, at TE's sole discretion, provide Supplier with Confidential Information of TE, TE's customers, contractors, consultants or other suppliers. Any information disclosed by TE is considered "**Confidential Information**," which may include, by way of example but without limitation, data, know how, formulas, formulations, algorithms, computer programs, processes, designs, sketches, photographs, plans, drawings, product concepts, specifications, samples, reports, laboratory notebooks, business and financial plans, vendor, customer and distributor names, pricing information, market definitions, inventions, and ideas. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY AS TO ITS ACCURACY OR COMPLETENESS.

9b. Supplier agrees to: (i) use Confidential Information solely for purpose of fulfilling this Order; (ii) limit the disclosure of Confidential Information to its employees and employees of its affiliates who have a need to know in support of this Order and ensure such employees are bound by confidentiality obligations substantially similar to the terms of this section prior to receiving the Confidential Information; (iii) only disclose Confidential Information to a third party if Supplier has obtained prior express written consent of disclosure from TE; (iv) use the same degree of care as Supplier uses to protect its own Confidential Information of a similar nature, but in any case no less than a reasonable degree of care, to prevent unauthorized use, disclosure, dissemination or publication of Confidential Information; (v) not copy or duplicate Confidential Information unless necessary to fulfill the Order; and (vi) not reverse engineer or decompile Confidential Information. Supplier will guarantee and assume responsibility for its affiliates with the provisions of this section.

9c. Supplier may disclose Confidential Information if required by any judicial or governmental requirement or order provided that the Supplier gives TE sufficient prior notice to contest such requirement or order and reasonably cooperates with the TE efforts to secure an appropriate protective order. If TE is not successful in obtaining such court order, Supplier will furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

9d. All materials containing TE's Confidential Information will remain the property of TE. Upon written request by TE, Supplier will promptly return or securely destroy all tangible and electronic copies of Confidential Information provided by TE, except that Supplier may retain a single copy of such tangible Confidential Information in a secure manner for record keeping purposes only and will not be obligated to destroy electronic copies of Confidential Information not reasonably capable of being readily located and segregated (such as for example routine disaster recovery backup media of email or electronic data).

9e. Supplier agrees that TE may disclose Supplier's Confidential Information to TE's customers, contractors, or consultants who have a need to know in connection with this Order. If Supplier and TE are parties to another confidentiality agreement covering this Order, the terms of that confidentiality agreement shall govern this Order.

9f. Supplier will not, without prior written consent of TE, issue any news release, publicity or promotion material regarding this Order or make public use of any Identification in any circumstances related to this Order. "**Identification**" means any semblance of any trade name, trademark, service mark, insignia, symbol, logo, or any other designation or drawing of TE or its affiliates. Supplier will remove or obliterate any Identification prior to use or disposition of any Item rejected or not purchased by TE.

10. COUNTERFEIT PARTS/MATERIALS

10a. "**Counterfeit Goods**" will mean Items, including any material, part, component, module, or assembly of such Items, whose description, origin, material, source of manufacture, performance, or characteristics are misrepresented. This term includes Items that (i) are an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer ("**OEM/OCM**") item; (ii) are not traceable to an OEM/OCM sufficient to ensure authenticity in OEM/OCM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OEM/OCM or are not constructed in accordance with OEM/OCM design; (iv) have been re-worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM/OCM design but not disclosed as such or are represented as OEM/OCM authentic or new; or (v) have not passed

successfully all OEM/OCM required testing, verification, screening, and quality control processes. “Authorized Distributor” will mean a person, business, or firm that is expressly authorized or franchised by an OEM/OCM to sell or distribute the OEM/OCM’s products.

10b. Supplier will not furnish to TE any Items under this Order that are or contain Counterfeit Goods.

10c. Supplier will maintain a robust Counterfeit Materials and Parts Prevention system, compliant with or exceeding the Industry Standard AS-5553A, and upon request provide proof of compliance and system effectiveness. Such system will be adequate to prevent the delivery of counterfeit materials and/or parts and to control materials and parts identified as counterfeit to ensure that Items furnished to TE are not Counterfeit Goods. Supplier’s system will include, but is not limited to, the direct procurement of Items from only OEMs/OCMs or their Authorized Distributors and conducting approved testing or inspection to ensure the authenticity of Items. Supplier will not acquire Items from any source other than OEMs/OCMs or their Authorized Distributors unless first approved in writing by TE’s Procurement representative. Supplier must present complete and compelling supporting documentation for its request and include in its request all actions Supplier will take to ensure the Items thus procured are not Counterfeit Goods. TE’s approval of Supplier’s request does not relieve Supplier of its responsibility to comply with all requirements of this Order. At TE’s request, Supplier will make available immediately to TE, OEM/OCM and other documentation that authenticates traceability of the Items to that applicable OEM/OCM.

10d. If Supplier becomes aware or has reason to suspect that it has furnished Counterfeit Goods to TE, Supplier will immediately notify TE and replace, at Supplier’s expense, such Counterfeit Goods with OEMs/OCMs or TE-approved Items that conform to the requirements of this Order. Supplier will be solely liable for all costs related to the replacement of Counterfeit Goods and any testing or validation necessitated by the installation of authentic items after Counterfeit Goods have been replaced.

10e. Supplier will solely bear the responsibility for procuring authentic Items from its Subcontractors and will flow down the requirements of this section to its Subcontractors for the performance of this Order.

11. TE PROPERTY

11a. TE will at all times have title to and the right to immediate possession of all tools, molds, dies, parts, supplies, jigs, fixtures, plans, drawings, specifications and all other equipment, materials and property that are furnished by TE for Supplier’s use; or are procured, produced, manufactured or fabricated by Supplier in connection with Supplier’s performance; or are in any manner paid for directly or indirectly by TE (all of which is collectively referred to as “TE Property”). Supplier warrants that TE Property will be and remain free and clear of any interest or claim on the part of Supplier’s creditors or other third parties. Whether or not any or all of TE Property is deemed a fixture, Supplier will obtain the consent of the landlord if its premises are leased to disclaim an interest in TE Property. Supplier waives any and all liens that it has or may acquire with respect to TE Property. Supplier will take all measures which TE deems appropriate to perfect or evidence TE’s title to all TE Property, including without limitation executing and filing financing statements and other documents, and for such purpose, Supplier irrevocably appoints TE as Supplier’s attorney-in-fact to execute all such documents in Supplier’s name and on Supplier’s behalf. Supplier will clearly mark or identify all TE Property as belonging to TE. Supplier will not transfer possession of any of TE Property to any third party, or delegate or assign any obligations to TE, unless specifically agreed by TE in writing.

11b. While any TE Property remains in Supplier’s possession, Supplier will at its sole expense maintain the same in good operating condition and repair and in compliance with all specifications, manufacturer’s warranties, bulletins, service descriptions and preventative maintenance plans, and in accordance with applicable Laws and permits. Supplier will provide detailed advanced notice when TE Property may require replacement or major repair to ensure on time delivery of conforming Items. Supplier will be responsible for and will bear all risk of loss or damage to all TE Property while in Supplier’s care, custody, possession, or control, and will insure such risks with full replacement value fire and extended coverage insurance and include TE as loss payee under Supplier’s Property Insurance Policy and provide waiver of subrogation in favor of TE. TE will not waive its rights of subrogation in favor of Supplier. All costs incurred by Supplier to insure TE Property will be at the expense of Supplier, including the funding of all deductibles and/or self-insured retentions. Unless agreed by TE in writing, Supplier will use all TE Property exclusively for TE’s benefit, and not for the benefit of any other party. If TE Property is used for any prohibited purpose, this Order may be terminated at TE’s option and Supplier will be responsible for all losses and damages caused, notwithstanding any criminal proceedings which may be brought.

11c. Supplier, as a material part of the consideration, assumes all risk of damage to property or injury to persons arising from its possession and use of all TE Property. Supplier will indemnify TE from and hold TE harmless against any and all claims arising from Supplier’s use of TE Property and any liens, levy or attachments to TE Property, including all attorney’s fees, expenses and liabilities incurred in the defense or settlement of any such claims, and, in the event of any claim against TE by an employee or agent of Supplier, Supplier’s liability and indemnification obligation will not be limited by any amount recoverable by such persons under worker’s compensation or similar applicable law. Supplier will maintain such liability insurance with respect to its obligations, provide waiver of subrogation in favor of TE and include TE as Additional Insured under Supplier’s Liability Insurance Policy. TE’s insurance requirements are not a limitation of liability.

11d. TE will have the right to recover immediate possession of all TE Property at any time, with or without cause, and without any additional costs being assessed to TE by reason of such recovery. Upon TE’s direction, Supplier will deliver all TE Property to TE in good condition and repair, normal wear and tear excepted. Supplier grants to TE the unconditional right to enter upon Supplier’s premises during normal business hours upon notice to recover TE Property. Supplier will be solely responsible to TE for any damage to or loss of TE Property until it has been returned to TE as instructed by TE.

12. TE’S DESIGN, INTENTION OR IMPROVEMENT

12a. If the Items or parts thereof, contracted for, are TE’s design, TE retains title and ownership rights in such design and Supplier will not reproduce for others any such Item or parts thereof without the prior written consent of TE, nor will Supplier supply or disclose to others any information regarding such Items or parts thereof, nor incorporate in other Items or articles any special feature of design or manufacture or modification thereof, considered by TE to be peculiar or unique to the Items or parts thereof, contracted for, without such prior written consent.

12b. Any invention, improvement, and/or copyrightable works resulting from or arising out of performance by Supplier or Supplier’s employees or agents under this Order, which performance has been funded by TE, will be the sole property of TE and considered “works made for hire.” To the extent any of the above may not constitute “works made for hire” under any local laws or for any other reasons, Supplier expressly assigns its entire right and interest to such invention, improvement, and/or copyrightable works to TE. Supplier will notify TE promptly of any such invention, improvement, and/or copyrightable works within thirty (30) days of its conception, discovery or existence and will provide all necessary assistance, at TE’s expense, in the event patent or other rights are sought by TE.

12c. Nothing in this Order and no course of dealing between the Parties, will be construed to constitute the grant of a license, express or implied, to Supplier under any patent, patent application, trademark, copyright, trade secret, or other intellectual property of TE.

13. ASSIGNMENT

The obligations of Supplier under this Order may not be assigned or subcontracted in whole or in part nor may any assignment of money due or to become due hereunder be made by Supplier without the prior written consent of TE. Any prohibited assignment will be null and void for all purposes. A change in control of Supplier of all or substantially all of Supplier's assets, will constitute an assignment. TE may assign this Order, and/or any interest therein without Supplier's consent.

14. SUPPLIER'S CONTINUING OBLIGATION

Excluding a Force Majeure Event, Supplier may not suspend performance for any reason, including in the event of any claim between the Parties arising out of, or in connection with, any Order or invoice. Supplier's obligation to provide TE with a continuous, uninterrupted supply of Items in accordance with the terms of this Order will not be excused by such claim. If Supplier intends to suspend operations for maintenance of its facility, Supplier will give TE at least 6 months' notice and will shield TE from any supply disruption by maintaining bridge inventory for the entire period of the suspension. In addition, Supplier will, at its expense, take all necessary actions to ensure the supply of Items to TE for at least thirty (30) days during any anticipated labor disruption or resulting from the expiration of Supplier's labor contracts.

15. OBSOLESCENCE, DIMINISHING SOURCES, AND DISCONTINUED PRODUCTS

15a. Supplier agrees that a consistent and reliable source of supply is of utmost importance to TE. Supplier acknowledges that it has been selected by TE due to Supplier's assurance to maintain a reliable and consistent source of supply to TE for the Item(s). Therefore, Supplier agrees, by accepting this Order, to use its best efforts to maintain the ability to fulfill all orders placed by TE for Item(s) subject to this Order for at least twelve months following the last delivery date specified under this Order. If Supplier anticipates difficulty in meeting TE's demand for any Item during such period, then Supplier will immediately provide written notice and will use best efforts to ensure an uninterrupted source of supply. Supplier acknowledges that this provision is a material term of this Order, and will defend, indemnify, and hold harmless TE from and against any and all losses, costs, expenses, claims, liabilities and damages caused by Supplier's failure to comply with this provision.

15b. Upon determination by the Supplier that a process/component required in the delivery of the Item(s) is unavailable due to obsolescence, diminishing sources, or discontinuance, Supplier will immediately notify TE. The Supplier will immediately define the shortage, obsolescence or discontinuance by providing TE with (i) evidence that best efforts were made to obtain the affected parts and that Supplier investigated alternate conforming parts; (ii) a capable third party supplier; and (iii) whatever quantity of affected Items TE elects to purchase at current Order price. The forgoing is in addition to Supplier's other obligations pursuant to this Order and will in no event relieve Supplier from any liability to TE for any damages arising from any failure by Supplier to fully comply with the terms of this Order.

16. TERMINATION

16a. In addition to all other rights which TE may have to terminate this Order, TE will have the right, without cause, to terminate this Order at any time, in whole or in part, with immediate effect or the effective date stated in TE's termination notice. If TE terminates this Order without cause and the Items in this Order are custom order Items that are not part of Supplier's standard commercial products or services, TE will pay (i) the price in this Order for all Items completed prior to the termination date and not previously paid for, (ii) a pro-rated portion of the price in this Order, documented by Supplier and approved by TE, for Items in process based on the percentage of work completed prior to the termination date, and (iii) all materials Supplier acquired or contracted for the purpose of fulfilling this Order, provided the materials were (a) purchased or contracted for prior to the termination notice and within the lead time on the face of this Order, or if no lead time is stated, between the date of acceptance of this Order and delivery date stated in this Order (b) the materials are in an amount reasonably necessary to fulfill this Order, and (c) Supplier is unable to cancel, return or use the materials in Supplier's operations. TE will have the right to audit the Items, materials and associated orders in connection with (ii) and (iii) above at TE expense prior to payment. If requested by TE, Supplier will ship, per the Order, completed Items, Items in process and materials to TE within ten (10) days of Supplier's receipt of payment.

16b. TE may terminate this Order, in whole or in part, for cause immediately and without prior written notice, in the event of Supplier's: (i) anticipatory, actual or repudiated breach of this Order or the Terms; (ii) change in the management or ownership of Supplier; (iii) sale, transfer, dissolution or other disposition of all or substantially all of the assets of Supplier or any affiliate or business unit of Supplier, which TE in its sole discretion, believes may have an adverse effect on Supplier's ability to fulfill its obligations under this Order; (iv) bankruptcy, reorganization or the appointment of a receiver or trustee to take possession of Supplier's assets, insolvency proceeding against Supplier, or any other proceeding under any law for relief from creditors; (v) assignment for the benefit of its creditors or if Supplier is otherwise financially at risk, as determined by TE; (vi) failure to perform or deliver or threatening not to perform or deliver within the time specified; (vii) failure to meet TE's quality requirements and to correct the failure immediately after notice; (viii) inability to acquire or maintain agreed capacity of supply; (ix) failure to remain competitive with respect to quality, technology, delivery, service or pricing; (x) failure to provide TE with adequate assurance of Supplier's ability to timely perform Supplier's obligations under the Order; (xi) transaction that constitutes a diversion contrary to any Trade Laws; or (xii) breach of the applicable Laws or is contrary to TE policies. Additionally:

(1) Effective on the termination date, TE will be deemed to have an irrevocable, perpetual, royalty-free, world-wide, sublicensable, non-exclusive license(s) to: (a) manufacture the Item and/or have the Item manufactured solely for TE's use and sale; (b) use any relevant supplier intellectual property in connection with the item; and (c) use all technical dossiers, software, information, data and all Supplier's tooling and equipment ("**Manufacturing Aids**") directly related to the manufacture of Items.

(2) At TE's request, Supplier will promptly execute, transfer and deliver to TE or TE's designee, at no charge: (a) any assignment or other documentation if needed for TE to obtain the above license(s); (b) Supplier's intellectual property and Manufacturing Aids, as set forth above; and (c) all raw material, parts, accessories etc. ("**Manufacturing Materials**") purchased or internally produced by Supplier for the purpose of performing this terminated Order. If Supplier does not own the Manufacturing Aids or Manufacturing Materials, the Supplier will take, with respect to their owner and the law, all measures necessary to guarantee they will be available to TE or TE's designee.

(3) Supplier will reimburse TE for all costs, expenses, losses and damages, whether direct, indirect, incidental or consequential. Supplier waives all claims against TE for any loss, cost or expense, including, but not limited to, loss of profits, incidental or consequential damages, completed Items, Items in process, and materials acquired or contracted for or by Supplier for fulfilling this Order that Supplier may incur by virtue of such termination of this Order.

16c. For any termination of this Order for whatever reason and as of the effective termination date: (i) Supplier will immediately send to TE, accompanied with documentary evidence, a status report regarding: (a) the Items completed, (b) the Items in course of manufacture, and (c) if any, the stocks of Manufacturing Materials and Manufacturing Aids for performing this Order; (ii) Supplier or its Subcontractors will immediately, or as otherwise

specified by TE: cease all operations relating to this Order; as per TE's request terminate or transfer to TE all sub-contracts, supply agreements and other operational agreements entered into by Supplier or Subcontractor with any third party in connection with this Order; and will take at Supplier's costs such actions as necessary to protect property in Supplier's possession in which TE has an interest in relation to this Order; and (iii) Supplier will use its best efforts to assist TE in promptly identifying and establishing a qualified alternative source of supply.

17. INDEMNIFICATION

17a. Supplier agrees to indemnify, defend, and hold harmless ("Indemnify") TE, its parent, affiliates and their respective directors, officers, employees, and agents and all of their successors and assigns (together "Indemnitees") from and against any and all losses, liabilities, damages, claims, awards, demands, judgments, settlements, fines, suits, actions, proceedings, subrogation claims, costs and expenses, including court costs and attorney's fees, whether arising out of contract, tort, strict liability, warranty, or otherwise, (collectively "Damages") incurred in connection with: (i) the design, manufacture, sale or use of the Items; (ii) Items delivered or labor performed; (iii) performance or failure to perform its obligations under this Order; or (iv) Supplier's failure to comply with applicable Laws or applicable standards.

17b. If Supplier's employees, agents or Subcontractors performs services or enters premises under TE control, Supplier will Indemnify Indemnitees from any Damages, including, but not limited to, theft, property damage, personal injury or death caused by Supplier's or its Subcontractor's act or omissions.

17c. Supplier further agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any claims brought against the Indemnitees. Supplier will not consummate any settlement without TE's prior written consent. The failure of TE to provide Supplier with prompt notice does not relieve Supplier of its obligations under this section unless such failure to promptly notify Supplier causes irreparable harm. TE has the right to participate in the defense of any claim through counsel of its own choosing, at its sole discretion and cost.

17d. In no event will TE be responsible or held liable to Supplier for punitive, indirect, incidental or consequential damages, including, without limitation, liability for loss of use, loss of profits, capital investment, product development costs, unabsorbed overhead, or interest expenses, however the same may be caused, including fault or negligence of TE.

17e. Supplier will defend, indemnify, protect and hold harmless TE, its parent, affiliates, and their respective directors, officers, employees, agents, successors and assigns, customers and users of the Items, from and against any and all Damages resulting from any IPR infringement claim or allegation related to the Items. If TE has reason to believe that the use, sale, transfer, or other disposition of Items or any part thereof is likely to be enjoined by a court, Supplier at no expense to TE will promptly (i) obtain for TE the right to use, sell, transfer or otherwise dispose of said Items, and (ii) if (i) is not possible, replace or modify such Items with equivalent non-infringing items acceptable to TE that have substantially the same form, fit and function. If Supplier is unable to perform options (i) and (ii) promptly, TE, at its sole option and Supplier's expense, may purchase replacement items from other sources and return any infringing Items in its possession to Supplier. Supplier will extend the benefit of this provision to TE's successors, assigns, and customers. Supplier will not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of TE or which would otherwise adversely affect TE without TE's prior written consent.

18. REMEDIES

18a. TE's remedies will be cumulative and in addition to any remedies allowed by law or in equity. TE may, at any time, debit, deduct, or set-off money owed, due, or to become due to Supplier from TE under this Order as recovery for any claims that TE or its affiliate has or may have against Supplier.

18b. Supplier acknowledges that monetary remedies alone may not be an adequate remedy for any breach or threatened breach of any of the obligations of this Order. Therefore, TE may seek injunctive or other equitable relief in addition to any other remedy at law or in equity without the need of posting a bond or other security or proving that monetary damages would be an inadequate remedy.

19. INSURANCE

For the duration of this Order, Supplier and its Subcontractors will maintain at its own expense, the following insurance coverage with insurer(s) possessing an AM Best Rating of at least "A-": (a) workers' compensation insurance as prescribed by applicable Law or statute where Supplier performs work under this Order; (b) employer's liability insurance with limits of at least \$1M for each accident; (c) commercial general liability, including products liability and contractual liability covering the contractual obligations under this Order, with limits of at least \$2M combined single limit per occurrence / \$2M in the aggregate for bodily injury, including death, and property damage claims; (d) if Supplier operates a vehicle on TE's premises, commercial automobile liability insurance with limits of at least \$1M combined single limit per accident covering all owned, non-owned, hired, and leased vehicles for bodily injury, including death, and property damage claims, and such other insurance as TE may require and will comply with all site requirements; (e) if Supplier is performing professional services (including but not limited to medical, engineering, architectural, accounting/financial, IT services), professional liability (errors & omissions) insurance with limits of at least \$5M per claim / \$5M in the aggregate for Supplier's liability for financial losses incurred by TE due to Supplier's acts, errors or omissions; (f) if Supplier has access to TE's Confidential Information, personal identifiable information (PII) or personal health information (PHI), Supplier will maintain cyber/network security & privacy liability insurance, with limits of at least \$5M per claim / \$5M in the aggregate covering Supplier's liability for damages associated with any Security Breach or cyber event. For purposes of this section, "Security Breach" means (1) the failure by the Supplier to properly manage, store, destroy, or otherwise control, or the unauthorized disclosure by the Supplier of (i) personal information in any format or (ii) third party corporate information in any format specifically identified as Confidential Information or protected under a confidentiality agreement or similar contract; (2) an unintentional violation of the Supplier's privacy policy or misappropriation that results in the violation of any applicable data privacy laws or regulations; or (3) any other act, errors, or omission by Supplier in its capacity as such which is reasonably likely to result in the authorized access or disclosure of personal information. Supplier will provide TE thirty (30) days' advance written notice prior to the effective date of any cancellation or material change in the term or coverage of any Supplier required insurance. Upon the execution of this Order and if any of the required policies expire while this Order is in effect, upon the renewal of all required insurance policies, Supplier will send a "Certificate of Insurance" to TE showing Supplier's compliance with these requirements. Supplier will name TE as an additional insured on the insurance policies noted in (c) and (d) above for the duration of this Order. Insurance maintained pursuant to this section will be considered primary with respect to the interest of TE and is not contributory with any insurance which TE may carry. Supplier agrees that Supplier, Supplier's insurer(s) and anyone claiming by, through, under or on Supplier's behalf will have no claim, right of action or right of subrogation against TE and its customers based on any loss or liability insured against under the foregoing insurance. TE will not waive its rights of subrogation in favor of Supplier and its Subcontractors. The amount of insurance required by TE and maintained by Supplier is not a limitation of liability. Insurance policies written on claims-made form will contain a retro-active date that precedes the effective date of this Order, and Supplier will arrange for an extended reporting period of at least three (3) years after the termination of this Order, to provide adequate time for reporting losses. Failure of Supplier or its Subcontractors to comply with the insurance requirements herein will not relieve Supplier of its liability under this Order.

20. COMPLIANCE WITH LAWS

20a. Supplier warrants that all performance under this Order will comply with applicable laws, orders, rules, regulations, codes, directives, ordinances and/or conventions, including but not limited to product compliance, Trade Laws, tax, environmental, animal protection, human rights, employment, labor, data protection, and health and safety laws ("**Laws**"). Supplier also warrants their understanding of, agreement to, and conformance to the *TE Connectivity Supplier Code of Conduct* ("**TEC-1015**") as well as all documents referred to therein, found at <https://supplierportal.te.com>. Supplier will also flow down these requirements to Subcontractors. Supplier will respond to related queries and demonstrate its due diligence adequately. Upon prior notice, TE or a third party commissioned by TE may carry out audits of Supplier, which shall be at TE's costs, unless otherwise agreed. For these purposes, Supplier will allow access to all relevant documents, manufacturing facilities and processes. In case of a potential breach of the above-mentioned laws, Supplier will investigate such potential breaches promptly and inform TE about negative findings. In case of an actual breach, Supplier will, and if requested jointly with TE, develop and implement measures to end or minimize the respective breach.

20b. Until accepted by TE, all Items are Supplier's sole responsibility including, but not limited to, the responsibility for proper, lawful handling or shipment of such Items, or of any byproduct or waste resulting therefrom. Supplier will Indemnify Indemnitees from any and all claims, demands, suits or actions environmentally related or of any other nature whatsoever, including reasonable attorney's fees, and expenses arising from Supplier's activity in the negligent performance or omission of any specified, required or requested work for or on behalf of TE.

20c. Supplier warrants that it will not offer to give or agree to give to any person any gift or consideration of any kind as an inducement or reward in exchange for any act or forbearance from an act in relation to the obtaining or performance of this Order.

20d. Supplier warrants that it will duly notify TE of any of its affiliates involved in the procurement of or fulfillment of this Order or future Orders, which for avoidance of doubt, includes without limitation, Suppliers' affiliates participating in TE's supplier onboarding and/or competitive bidding process in relation to any current or future Order. Supplier acknowledges that TE reserves the right to terminate this Order or future Orders, exclude Supplier from TE's supplier base, and take any other remedial measures deemed necessary in TE's sole discretion in the event of Supplier's failure to comply with this section.

20e. Supplier will disclose any minerals or materials sourced from conflict affected areas (commonly referred to as "**Conflict Minerals**") used in the production of any Item(s) subject to this Order. Conflict Minerals include any mineral, material or metal as defined under the following: (i) the U.S. Dodd Frank Act, (ii) the European Union (EU) Conflict Minerals Regulation, (iii) other similar Law, or (iv) otherwise identified by a TE customer. When requested by TE, Supplier will provide all necessary documentation regarding its due diligence processes and program. Supplier acknowledges that its failure to comply with TE's requests will constitute a material breach of this Order.

20f. To the fullest extent permitted under applicable Law, and notwithstanding any other termination provisions, TE will have the right in its sole discretion to suspend or terminate this Order, or any portion thereof, immediately and without any penalty or liability, if at any time TE has a good faith belief that Supplier has failed to fully comply with all obligations under this section.

20g. Supplier warrants that upon acceptance of an Order which involves Supplier services to be provided at any TE facility or location, Supplier agrees to comply with the TE Environmental, Health and Safety requirements as set forth in *EHS Requirements for Contractors* ("**TEC-124-115**"), found at <https://supplierportal.te.com>.

20h. Supplier will: (i) not engage in any activity, practice or conduct which would constitute a tax evasion facilitation offence under Section 45(5) or 46(6) of UK's Criminal Finances Act 2017 or any other similar Law; (ii) maintain through the term of this Order, policies and procedures to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier) and to ensure compliance with this section; (iii) promptly report to TE any request or demand from a third party to facilitate the evasion of tax and provide TE with evidence of compliance with this section at TE's request.

20i. Supplier warrants that any Subcontractor who is providing Items in connection with this Order does so only based on a written contract containing terms equivalent to these Terms. Supplier will be responsible for ensuring Subcontractor's compliance with these Terms.

20j. In connection with performance of work, the Supplier agrees to comply with all Laws pertaining to non-harassment and non-discrimination in employment.

20k. Supplier warrants and represents that Supplier's employees performing work at TE's facilities have appropriate employment authorization for their work activities required by applicable immigration laws and regulations and that Supplier currently maintains all employment verification forms required under applicable Laws in the jurisdiction in which its employees are performing work at TE's facilities, including, for those in the U.S., the Employment Eligibility Verification Forms (I-9) required under the U.S. Immigration Reform and Control Act of 1986, as amended.

20l. Supplier represents, warrants and covenants to fully comply with all applicable federal, state and local laws, rules, regulations and orders with respect to the conduct of its business, including but not limited to the United States of America's Foreign Corrupt Practices Act, the U.K. Bribery Act, all other applicable laws, regulations, orders, judicial decisions, conventions and international financial institution rules regarding domestic or international corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to public officials and private persons, agency relationships, commissions, lobbying, books and records, and financial controls. Upon request, Supplier will without undue delay furnish TE certificates of compliance with such laws, rules, regulations, and orders.

21. SECURITY OF INFORMATION

21a. Supplier agrees to: (i) develop, implement, maintain, monitor, and update a reasonable, written security program incorporating administrative, technical, organizational and physical safeguards, security measures, cyber incident response plan and process, business continuity plan in case of a cyber incident affecting your ability to provide the Items to TE, and security awareness, and (ii) install and implement security hardware and software, in each case, designed to (a) protect the security, availability, and integrity of Supplier's network, systems, and operations; the Items; and Confidential Information from unauthorized access and use; (b) guard against security incidents; and (c) satisfy requirements as set forth in a generally accepted cybersecurity framework, such as ISO/IEC 27001:2022 or NIST 800-53, or equivalent standards to establish a resilient control environment or equivalent level of security protection appropriate for the information involved and the then current security solutions. Supplier will provide to TE, upon request, written proof of its compliance with this section. Supplier will allow TE and/or its authorized representatives to conduct a security audit of its network and systems and provide TE with access to any necessary information, including but not limited to, SOC 2 Type II reports, ISO certifications, and penetration test results, to verify that Supplier has implemented reasonable and appropriate security measures. Supplier will cooperate fully with TE and its representatives during the security audit process and will provide any additional information or resources requested by TE. Any audit or information request will be conducted during normal business hours and with reasonable advance notice to Supplier. Supplier will be responsible for any costs associated with the audit or information request, unless otherwise agreed in writing by the Parties.

21b. Supplier will promptly notify TE in writing of any actual or suspected cyber event (including without limitation any unauthorized access, use, disclosure, modification or destruction of TE's systems, data or any Confidential Information) whether intentional or unintentional, that affects or is reasonably likely to affect the security or confidentiality of TE's information or systems. Such notice will include all available details of the cyber event and its potential impact on TE's information or systems, and Supplier will take all necessary and appropriate actions to mitigate the effects of the cyber event. Supplier will cooperate fully with TE in investigating the cyber event and its impact, and in implementing any remedial measures necessary to prevent a recurrence of such an event. The Supplier's notification to TE will be made as soon as practicable, but in no event later than twenty-four (24) hours after Supplier becomes aware of the cyber event. Supplier will also provide ongoing updates to TE as additional information becomes available. Supplier will take all necessary steps to remediate the cyber event and prevent its recurrence and will cooperate fully with TE in investigating the cyber event, including providing access to relevant logs, data, and other information. Supplier will bear all costs associated with the notification, investigation, remediation, and prevention of the cyber event, unless the cyber event was caused by TE's own negligence or misconduct. TE may terminate this Order immediately upon written notice to the Supplier if the Supplier fails to comply with this provision. This provision will survive the termination or expiration of this Order.

22. TRADE COMPLIANCE

22a. Supplier agrees to fully comply with all applicable import, export, antiboycott, and sanctions laws and regulations, including but not limited to those of the United States, the European Union, and other relevant countries' laws ("**Trade Laws**"). The Supplier warrants that they themselves, their parent(s), subsidiary(ies), or affiliate(s) are NOT designated on any government's sanctions or restricted parties lists and will immediately notify TE if it, its parent(s), subsidiary(ies) or affiliate(s) is added to any government's sanctions or restricted parties' lists. The Supplier will not directly or indirectly sell, export, reexport, release, or otherwise transfer items procured in relation to this Order for or to any prohibited or restricted end-use, end-user, end-destination or in violation of applicable Trade Laws. Supplier will provide the export classification(s), World Customs Organization Harmonized System code, country of origin, import restrictions or licenses, and any other applicable information required for customs clearance of any Items procured in relation to this Order, and Supplier will immediately notify TE of any changes to this information. TE reserves the right to cancel an Order(s) if TE, at its sole discretion, has reason to believe that the transaction(s) related to this Order would violate, or have violated, applicable Trade Laws.

22b. Supply Chain Security. Supplier agrees to comply with the minimum Supply Chain Security Criteria and other Customs Requirements as provided in the supply chain security programs applicable to the shipment of Items to TE, including but not limited to the Customs-Trade Partnership Against Terrorism ("**C-TPAT**") program and the Authorized Economic Operator ("**AEO**"), to the extent that these criteria are relevant to Supplier's operations. Further information about the C-TPAT program may be found at <http://www.cbp.gov>. World Customs Organization SAFE Framework of Standards and AEO programs and mutual recognition framework can be found at <http://www.wcoomd.org>, and Supplier will ensure its Subcontractors, manufacturers, shippers, logistics providers comply with this requirement. Upon TE's request, Supplier will provide proof of compliance with the applicable supply chain security program requirements and will use commercially reasonable efforts to implement any corrective actions for known gaps in the supply chain security programs.

23. AUDIT RIGHTS

23a. Within thirty (30) days of TE's request, Supplier will provide current certified financial statements. Additionally, Supplier will permit reasonable access by representatives of TE, TE's customers and applicable regulatory agencies to Supplier's premises (and the premises of Subcontractors) for the purpose of auditing or inspecting Supplier's facilities, processes, Items, books and records relating to Supplier's financial condition as well as Supplier's compliance with the TEC-1015, this Order and applicable Laws. Such examination may include inspection and testing of Items to be furnished and services to be rendered, manufacturing and assembly processes, testing and quality procedures, and all applicable records relating to the manufacture, inspection, testing, and sale of such Items and the furnishing of such services.

23b. Supplier or Subcontractor will provide suitable and convenient office space for representatives of TE and/or representatives of TE's customers, to review and copy documents, as reasonably required. TE will bear and pay the cost of any audit of Supplier's books and records, unless the audit discloses errors more than five percent (5%) in favor of TE, in which case the cost of the audit shall be borne by Supplier. If any audit or inspection reveals that Supplier has failed to comply with Laws applicable to Supplier, or to Supplier's performance of any service in accordance with this Order, then Supplier will remedy such failures immediately at Supplier's sole cost.

24. GOVERNMENT CONTRACTS OR SUBCONTRACTS

Supplier must comply with TE Government Subcontract Rider, where applicable, located at <https://supplier.te.com/web/supplier-portal/global-terms-and-conditions-of-purchase>.

25. GOVERNING LAW / DISPUTE RESOLUTION / JURISDICTION

25a. If this Order is issued by TE Connectivity Corporation ("**TEC**"), it will be governed and construed in accordance with the laws of the State of New York, USA. If this Order is issued by a TE affiliate, other than TEC, it will be governed and construed in accordance with the laws of the state or country where that TE affiliate's registered office is located or the governing law chosen by such TE affiliate. The conflict of law provisions of the governing law and the United Nations Convention on Contracts for the International Sale of Goods are excluded. Supplier agrees that no claim, cause of action, or dispute arising out of or in connection with this Order or the Items ("**Claim**") will be raised or commenced by Supplier against TE more than one (1) year from the date of this Order.

25b. In the event of a Claim by either Party, the Parties will negotiate in good faith to reach an amicable solution. If an amicable solution is not reached within fifteen (15) business days from the start of the negotiation, TE, in its sole discretion, may initiate a non-binding mediation by providing written notice to the Supplier ("**Notice**"). The Parties will agree on a mediator within five (5) business days from the date of the Notice, and the mediation must be completed within seventy-five (75) days from the Notice date, unless the Parties agree to a different deadline. The cost of mediation will be equally shared by the Parties. If mediation is not commenced, or if so initiated, the Parties are (i) unable to agree to a mediator, or (ii) unable to reach a mediated resolution memorialized in a signed settlement agreement; within the above time periods, then Section 25c will apply.

25c. In its sole discretion, TE may require that any Claim be submitted to final binding arbitration by giving written notice to Supplier. The arbitration will be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce and three (3) arbitrators will be appointed under such rules. The language of the arbitration will be English. For Claims related to Orders issued by TEC, the place of arbitration will be New York City, USA. The place of arbitration for Claims in connection with Orders issued by other TE affiliates will be the city where the TE affiliate's registered office is located. Each Party will pay for its own costs of arbitration. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction.

25d. If arbitration is not required by TE, litigation may be initiated. Litigation related to Orders issued by TEC will be resolved by the federal or state courts in New York, USA, that will then have exclusive jurisdiction, and Supplier agrees to such jurisdiction. Litigation related to Orders issued by a TE affiliate, other than TEC, will be resolved by the courts having competent jurisdiction in the place of the registered office of or chosen by such TE affiliate, that will then have exclusive jurisdiction, and Supplier agrees to such jurisdiction. SUPPLIER HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS ORDER OR THE ITEMS.

25e. Notwithstanding anything in this section, the Parties will have recourse to obtain injunctive relief as permitted by the laws of the relevant jurisdiction. During the pendency of any dispute arising under this Order, Supplier will proceed diligently with performance of the Order.

26. MISCELLANEOUS

26a. The waiver by TE of any provision of this Order or the Terms or failure to exercise a right will not be deemed a waiver of any subsequent breach of the same or any other term or condition. If any portion of these Terms or this Order is held to be invalid or unenforceable under any law, such term or portion will be deemed reformed or deleted to the extent necessary to comply with the law and the remaining provisions of this Order and the Terms will remain in full force and effect.

26b. The headings and/or titles used to describe sections or paragraphs herein are included for convenience only and will not be deemed to limit, construe, affect or alter the meaning of or the interpretation of the contents of such sections. The obligations of the Parties under this Order, which, by their nature would continue beyond the termination, cancellation or expiration of this Order, will survive.

26c. The relationship between TE and Supplier will be that of independent contracting parties and will not constitute or imply a joint venture, pooling arrangement, partnership, or formal business organization. Nothing contained in this Order will be construed as providing for the sharing of any costs, expenses, risks, or liabilities arising out of the other Party's activities. Supplier will not represent that it or its employees or agents are employees or agents of TE, and nothing contained in this Order will be construed as authorizing Supplier to create or assume any obligation or liability in the name of TE or subject TE to any obligation or liability.