1. GENERAL: (A) This Purchase Order (Order) is placed subject to the written terms in this Order and the Terms and Conditions herein and no others, and reference to any quotation or proposal from Seller, is only for the purpose of providing basic information necessary for Buyer to submit a bid or proposal. If any item, clause, phrase, or section of this item, clause, phrase, or section is void or unenforceable as a result of any incident, defect or claim thereof set forth in this item, clause, phrase, or section, the remaining portions thereof may be deemed to be exclusive. The benefits of these warranties shall accrue to Buyer. If there is a breach of warranty, Buyer is entitled to avail itself of such warranties hereunder and any and all other remedies provided in law or equity. Seller shall make timely responses to Buyer upon notification of a breach of warranty and shall respond immediately. Seller agrees that time shall be of the essence in all such instances.

13. PATENTS. Seller agrees to indemnify and hold Buyer and its successors, assigns, customers and agents harmless from any loss, damage, or liability incurred on account of any alleged infringement of any patent or other right of Seller or any third party, in respect of any article furnished to Buyer hereunder, regardless of whether the claims for infringement are known to or known by Buyer, unless such claims are made by Seller in writing. In the event that Buyer is enjoined, Seller shall, at its own expense, either procure for Buyer the right to continue using the product or service, if any, or furnish a substitute therefor. If Buyer is not so indemnified, Seller shall modify the product so that it becomes non-infringing or, in the event of the impossibility of the foregoing options, shall grant Buyer a credit for the purchase price of such product. Seller shall not be liable for any consequential or incidental damages or claims based on any other warranty of Seller beyond the warranty of Seller herein, including the combination with other items where such infringement or claim thereof would not have occurred if the item with respect to which the claim was made had been used in combination with other products, systems, equipment, or materials. The term "consequential" includes experimental, developmental or research effort and such work is paid for in whole or in part as such by Buyer. Seller agrees to disclose to Buyer all confidential processes or know-how, or trade secrets resulting therefrom and, upon request, to assign to Buyer each invention and property right therefrom.

14. TERMINATION. Buyer reserves the right to terminate this Order, or any part hereof, and to cancel all or any part of the undelivered portion in the event of the happening of any of the following: Insolvency of the Seller, filing of a voluntary petition in bankruptcy or winding up, filing of an involuntary petition to have Seller declared bankrupt or wound up provided it is not withdrawn within 30 days from the date of such filing, or the execution by Seller of any assignment for the benefit of creditors. Seller shall not have any obligations to Seller in respect of the cancelled portion of this Order and Buyer's liability shall be limited to payment for the portion of this Order which has been accepted by Seller and accepted at the rate specified on the face hereof reflecting the pro-rata portion of purchase price which has been paid by Buyer. If, as a result of default of performance by Seller, this Order is terminated in whole or in part and it is necessary to procure any of the specified products or services elsewhere, then Seller shall be liable for all reasonable charges which occur such amount which would have been due to Seller if it had satisfactorily completed this Order. These remedies are cumulative and may be combined or relinquished. Buyer may rescind any or all of its purchases and may be paid for all such purchased and delivered materials, products, processes, tools, dies, patterns, and the like, used in manufacturing the articles herein ordered shall be furnished by and at the expense of Seller and shall be kept in good condition for follow-up Orders, and when necessary shall be returned by Seller without expense to Buyer, unless specifically agreed to in writing by Buyer.

15. APPLICABLE AND GOVERNING LAWS. (A) All matters connected with this Purchase Order and hereof shall be construed, interpreted and governed in all respects by the laws of the State of Singapore. (B) Seller shall ensure that any article sold to Buyer shall conform to such provision, stipulation or directive as Buyer may deem applicable. Without limiting the generality of the foregoing, Buyer may require Seller to conform to EU Directive 2002/95/EC on "Restriction of Hazardous Substances" or "RoHS" in relation to the use of hazardous substances in electrical and electronic equipment. Buyer may in its sole discretion require Seller to provide written confirmation or certification of Buyer's conformance with such provision, stipulation or directive, and on such terms as may be specified by Buyer from time to time.

16. ARBITRATION. Any controversy or claim arising out of or relating to this Order, or the breach thereof, shall be settled by arbitration in Singapore in accordance with the rules of the Singapore International Arbitration Centre ("SIAC"). The arbitrator shall be appointed by the Chairman of the SIAC. The language of the arbitration shall be English. Judgment upon the award granted by the arbitrator may be entered in any Court having jurisdiction thereof.

17. PROPRIETARY INFORMATION. Seller agrees that all information contained in drawings, specifications, samples and descriptions furnished hereunder, design or use as Buyer deems appropriate.

18. ADVERTISING. Any advertising of this Order (including the articles supplied hereunder and pictures, descriptions, or samples thereof) by Seller is prohibited except with written approval.

19. TAXES. Buyer shall not be liable for any taxes, duties or any other impositions or charges levied in connection with this Order unless separately stated on this Order and billed as a separate item.

20. NOTICES. All notices, objections, demands or other communications required or permitted to be given or served under this Order shall be in writing and shall be deemed to have been duly given if delivered personally, or by registered mail or registered mail prepaid and receipt receipt requested to the address as set forth on the face of this Order. Seller or Seller may change such address, which address shall be deemed to be Seller's address until notice in writing certifying of Seller's conformance with such provision, stipulation or directive, and on such terms as may be specified by Buyer from time to time.

21. MISCELLANEOUS. All titles, headings or captions in the paragraphs or sections of this Order are inserted for convenience of reference only and shall not constitute a part of this Order or as a limitation on the scope of the particular paragraphs or sections to which they apply. Each provision, section, sentence or phrase hereof is severable and shall be deemed to have been enforced as a Part of this Order or as a limitation on the scope of the particular paragraphs or sections to which they apply. Each provision, section, sentence or phrase hereof is severable and shall be deemed as to its invalidity shall not affect the validity of the remainder of this Order. This Order contains the entire understanding of the parties hereto and respect of the transactions pleaded hereby and supersedes all prior agreements and understandings between the Buyer and Seller with respect to such subject matter.