

RENESAS SEMICONDUCTOR (KL) SDN BHD
GENERAL CONDITION OF PURCHASE

1. **ENTIRE AGREEMENT; OFFER AND ACCEPTANCE.** Unless otherwise agreed in writing, these terms and conditions together with any appearing on the face of Buyer's purchase order and any attachments incorporated by reference will constitute the complete and exclusive agreement ("Agreement") between RENESAS SEMICONDUCTOR (KL) SDN BHD or - where applicable - RENESAS SEMICONDUCTOR (KL) SDN BHD ("Buyer") and Seller for the purchase of all materials and services ("Good" or "Goods" or "Services") covered by this Agreement and supersedes all previous communications, representations or agreements between the parties with respect thereto. No alteration, amendment or modification to this Agreement will be binding on Buyer unless in a writing signed by an authorized agent of Buyer. Agreement terms constitute an offer to Seller expressly limited to the terms herein. This offer will expire 14 days after its issue date unless accepted by Seller within such 14-day period or extended in writing by Buyer. Acceptance will be accomplished solely by return of an acknowledgment document referring to Buyer's Purchase Order or by delivery of conforming Goods. Terms in Seller's quotation, acceptance, invoice or any other documentation, which are in addition to or different from Buyer's terms, will not be a part of the Agreement, even if a delivery of Goods is accepted by Buyer without reservation.
2. **CHANGES.** Buyer reserves the right to make changes in any one or more of the following: (a) specifications, drawings, and data incorporated into this Agreement where the Goods to be furnished are to be specially manufactured for Buyer; (b) methods of shipment or packing; and (c) place of delivery. If any such change causes an increase or decrease in the cost or time required for performance, an equitable adjustment will be made in the price or delivery schedule or both. Any claim by Seller for adjustment under this clause will be deemed waived unless made in writing within ten (10) days from receipt by Seller of the change proposed by Buyer. Price increases or extensions of time for delivery will not be binding on Buyer unless evidenced by a Purchase Order Change Notice issued by Buyer.
3. **DELIVERY.** Time is of the essence of this Agreement. Delivery will be strictly in accordance with the delivery dates stated in Buyer's purchase order or otherwise agreed upon. Seller will immediately notify Buyer of any delays in shipping. Buyer reserves the right without liability to cancel this Agreement in whole or in part if Seller fails for any reason to make delivery as required in accordance with the agreed delivery dates. Shipments sent Cash on Delivery without Buyer's written consent will not be accepted by Buyer and will be at Seller's risk and expense. All shipments must equal exact amounts ordered unless otherwise agreed in writing in advance by Buyer. Buyer will pay only for maximum quantities ordered. Over shipments will be held at Seller's risk and expense for a reasonable time awaiting shipping instructions. Returns will be Seller's risk and expense including transportation charges. All shipments of hazardous materials will be accompanied by applicable Material Safety Data Sheets and in appropriately labeled packaging and containers.
4. **PRICE AND PAYMENT.** Buyer will not be billed at a price higher than stated on Buyer's purchase order unless Buyer agrees to such increase in writing in advance. Seller agreed that any price reduction/higher made in Goods covered by Buyer's purchase order subsequent to its placement will be applicable to Buyer's purchase order. Any applicable discount will be calculated from (1) the scheduled delivery date, (2) the date the ordered Goods are received and # where applicable - accepted, or (3) the date an acceptable invoice is received by Buyer, whichever is later. The original invoices, delivery order or any other necessary documents shall be attached with shipment to RSKL receiving store or Seller shall provide the original documents attention to RSKL procurement department before end of the receiving month. Failing to provide the mentioned documents will delay the payment processing. Payment term shall be followed as per stated in purchase order.
5. **PACKING.** No charge will be allowed for packing, boxing, or cartage unless otherwise agreed to by Buyer in writing. Goods not adequately or properly packed for the type and kind of carriage employed by Seller will be at Seller's expense and risk. Each package or packing unit will contain a packing list bearing Seller or shipper's name and Buyer's purchase order number. The packing list will be located on the outside of the packaging or the shipment will be refused at Seller's expense and risk. Packing materials should consist of recyclable or reusable materials if possible.
6. **DEFECTIVE OR NON-CONFORMING WORK OR GOODS.**
 - a) All Goods purchased hereunder will be subject to inspection and test by Buyer to the extent practicable at all times and places, including the period of manufacture, and, in any event, prior to final acceptance. If inspection or test is made by Buyer at Seller's premises, Seller, without additional charge, will provide all reasonable facilities and assistance for the safety and convenience of Buyer's inspectors. No inspection or test made prior to final inspection and acceptance will relieve the Seller from responsibility for defects or other failure to meet the requirements of this Agreement.
 - b) In case any Good is defective in material or workmanship, or otherwise not in conformity with the requirements of this Agreement, Buyer will have the right to reject it without correction, require its correction, or accept with an adjustment to price. Any Good which has been rejected or required to be corrected will, at Buyer's option, be replaced or corrected by Seller at the expense of Seller within a reasonable time limit fixed by Buyer. If Seller fails to replace or correct any defective Good, Buyer may (1) replace or correct any defective Good and charge to Seller the difference between the actual and replacement cost, (2) without further notice terminate this order for default in accordance with the clause entitled "Termination" and/or (3) require an appropriate reduction in price. In case of imminent danger, Buyer is entitled to replace or correct the defective Good at the Seller's cost without fixing any time limit; Buyer will give notice of such circumstances to Seller without undue delay and prior to the replacement or correction by Buyer if feasible.
 - c) Seller will provide and maintain an inspection system, which is acceptable to Buyer. Records of all inspection work will be kept complete and available to Buyer during the performance of this order and for such further period as Buyer may reasonably determine.
 - d) Any transportation costs due to the return of non-conforming Goods for credit, rework, or replacement will be at Seller's expense.
 - e) Any rights of Buyer under applicable law, which go beyond the above, remain unaffected.
7. **TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by Buyer, title of Goods shall pass from Seller to Buyer at the same time risk of loss to Goods is passed to Buyer in accordance with the trade terms as described in each Purchase order. In any event, Seller will remain liable for any loss or damage to the shipment due to Seller's failure to properly package the shipment. Where acceptance of the Goods by Buyer is required, risk of loss will not pass to Buyer until such acceptance.
8. **WARRANTY.** Seller warrants that the Goods or Services to be provided will be in strict conformity to all requirements, specifications, environmental regulations, drawings, data, or designs and other intellectual property rights and that the Goods or Services will be free from defects in material, workmanship and manufacture and, where design is Seller's responsibility, will be free from defects in design. These warranties will survive Buyer's acceptance and payment of the Goods or Services. Seller further warrants that at the time of delivery to Buyer it has title to the Goods, free and clear of any and all liens and encumbrances. The foregoing warranties will constitute conditions and are in addition to all other warranties at law or under this Agreement and will not be deemed to be inclusive. All warranties will run to the Buyer, its successors and assigns. Buyer's approval of Seller's material or design will not relieve Seller of the warranties set forth in this clause, nor will waiver by Buyer of any drawing or specification requirement for one or more of the Goods constitute a waiver of such requirements for the remaining Goods to be delivered hereunder unless so stated by Buyer in writing.
9. **BUYER'S PROPERTY.** All special dies, molds, patterns, jigs, fixtures, drawings, specifications, documents, materials, equipment supplied by Buyer or purchased or fabricated by Seller for Buyer will remain the sole property of Buyer and no title will pass from Buyer to Seller. Seller understands and agrees that Buyer's property is proprietary to Buyer and Seller agrees that it will not release or disclose Buyer's property without Buyer's prior authorization. Seller agrees that Buyer's property will be held by Seller at Seller's risk and will be held free and clear of all liens and encumbrances; used only in filling orders from Buyer; and kept separate from other materials not specifically identified as property of Buyer. Seller's failure to return Buyer's property will be deemed a material breach of this Agreement and will render Seller liable for incidental, special, consequential and other damages.
10. **REMEDIES.** If Seller breaches this Agreement by default in delivery, delivery of defective goods or otherwise, Buyer reserves the right to exercise any and all its rights and remedies available hereunder and at law, which rights and remedies will be cumulative and not limited in any way. Buyer shall in no event be liable for punitive, incidental or consequential damages.
11. **PRODUCT LIABILITY.** The seller undertakes and agrees to take out adequate insurance coverage to cover the damage (including the costs) suffered from buyer resulting from the seller's negligence.
12. **COMPLIANCE WITH LAWS.** This agreement shall be governed by and construed in accordance with the laws of Malaysia without regard to its conflict of laws principles.
13. **BUYER'S PROTECTION IN CONNECTION WITH WORK DONE AT ITS SITE.** Seller will take such steps as may be reasonably necessary to prevent personal injury or property damage during any work hereunder that may be performed by any employees, agents or subcontractors of Seller at Buyer's facility, and Seller will indemnify and hold harmless Buyer from and against loss, liability, and damages arising from or caused directly or indirectly by any act or omission of such agents, employees, or subcontractors of Seller and Seller will maintain such insurance against public liability and property damage.
14. **CANCELLATION.** RSKL shall have the exclusive right to cancel the purchase order in whole or in part by written notice for whatever reason(s) and such cancellation shall become effective upon the Seller's receipt of such notice and the Seller shall cease all work immediately either on the whole orders or on the cancellation portion of the order, whichever is applicable. No purchase order that has been accepted by the Seller may be cancelled by the Seller unless agreed to in writing by RSKL. Following such cancellation or termination of this Agreement, the Seller shall indemnify RSKL in full against all loss (including loss of profit), costs, damages, charges, expenses and loss of opportunity or revenue whatsoever incurred or suffered by RSKL as a result of the Seller's breach including any third party claims. This indemnity shall survive the termination of this Agreement.
15. **CONFIDENTIAL INFORMATION.** Without the prior written consent of Buyer, Seller will neither disclose to any person outside its employ, nor make copies, in whole or in part, nor use for purposes other than performance of this Agreement, any non-public information pertaining to the existence or terms of this or any other agreement with Buyer, including but not limited to specifications and descriptions in this Agreement. If there is unauthorized disclosure, Seller will immediately report it to Buyer and follow Buyer's instructions. Seller will return all written documentation delivered to or generated by Seller pursuant to the performance of this Agreement (including copies) to Buyer when this Agreement expires, is terminated, or when requested by Buyer. No termination of this Agreement by expiration or otherwise will affect any obligation herein respecting such information.
16. **NO GIFT POLICY.** Gift and entertainment are not needed in order to conduct business with RSKL and may lead or appear to lead to a conflict of interest. Seller warrants that it has not offered or given and will not offer or give to any employee, agent, or representative of Buyer any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance of any contract with or order from Buyer.
17. **GENERAL**
 - a) Seller will not delegate any duties or assign any rights under this Agreement without Buyer's prior written consent. Buyer may assign this Agreement at any time, if such assignment is considered necessary to Buyer in connection with a sale of Buyer's assets.
 - b) A waiver by Buyer of any default or of any terms and conditions will not be deemed to be a continuing waiver of any other default or of any other terms and conditions. The waiver only applies to the instance to which the waiver is directed.
 - c) Any required notices will be given by email, mail, or facsimile.
 - d) Seller will obtain any and all licenses and consents required by any law, regulation or governmental body to enable it to carry out its obligations under the Agreement. If the performance of the Agreement requires Buyer to have any permit, consent or license from any local or overseas government or other authority, Buyer's purchase order shall be conditional upon such permit, consent or license being available at the required time.