Contract3 - Review Result

# Part 1. Basic Information

## Q1. Highlight the parts (if any) of this contract related to "Document Name" that should be reviewed by a lawyer. Details: The name of the contract.

## elease" means a document

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## Q2. Highlight the parts (if any) of this contract related to "Parties" that should be reviewed by a lawyer. Details: The two or more parties who signed the contract.

## EMCORE, EMCORE Optoelectronics (Beijing) Co, Ltd.,

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## Q3. Highlight the parts (if any) of this contract related to "Agreement Date" that should be reviewed by a lawyer. Details: The date of the contract.

## August 9, 2021

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## Q4. 'Highlight the parts (if any) of this contract related to "Effective Date" that should be reviewed by a lawyer. Details: The date when the contract is effective\xa.

## August 9, 2021

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## Q5. Highlight the parts (if any) of this contract related to "Expiration Date" that should be reviewed by a lawyer. Details: On what date will the contract\'s initial term expire?'.

## , MERCHANTABILITY, DESIGN OR OPERATION OF THE BAILED PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. Notwithstanding the foregoing, if the bailment relationship described in this Section 14.1 is deemed to

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## Q6. Highlight the parts (if any) of this contract related to "Renewal Term" that should be reviewed by a lawyer. Details: What is the renewal term after the initial term expires? This includes automatic extensions and unilateral extensions with prior notice.

## ng transaction, Fastrain grants to EMCORE a continuing security interest in any rights or interests it may have in the Bailed Property.14.2    Tooling Orders.  (a)    Fastrain may not charge EMCORE for the cost of manufacturing or procuring any Tooling or other materials used in the production and sale of the Products unless EMCORE agrees in writing, which agreement EMCORE shall not unreasonably withhold, to reimburse Fastra

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## Q7. Highlight the parts (if any) of this contract related to "Notice Period To Terminate Renewal" that should be reviewed by a lawyer. Details: What is the notice period required to terminate renewal?

## ng transaction, Fastrain grants to EMCORE a continuing security interest in any rights or interests it may have in the Bailed Property.14.2    Tooling Orders.  (a)    Fastrain may not charge EMCORE for the cost of manufacturing or procuring any Tooling or other materials used in the production and sale of the Products unless EMCORE agrees in writing, which agreement EMCORE shall not unreasonably withhold, to reimburse Fastra

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## Q8. Highlight the parts (if any) of this contract related to "Governing Law" that should be reviewed by a lawyer. Details: Which state/country\'s law governs the interpretation of the contract?

## ch further acts, necessary to give full effect to this Agreement.17.2    Relationship of the Parties. The relationship between Fastrain and EMCORE is solely that of vendor and vendee and they are independent contracting parties. Nothing in this Agreement creates any agency, joint venture, partnership or other

## Attention: the governing law may not acceptable.

# Part 2. Important clauses for review

## Q9. Highlight the parts (if any) of this contract related to "Termination For Convenience" that should be reviewed by a lawyer. Details: Can a party terminate this\xa0 contract without cause (solely by giving a notice and allowing a waiting\xa0 period to expire)?

## EMCORE may postpone the delivery date on a Purchase Order by providing at least two Business Days advance written Notice, and, if made with less than 10 Business Days written notice, shall be liable for the reasonable storage and freight costs of the forwarder due to the delayed delivery.

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## Q10. Highlight the parts (if any) of this contract related to "Audit Rights" that should be reviewed by a lawyer. Details: Does a party have the right to\xa0 audit the books, records, or physical locations of the counterparty to ensure compliance with the contract?

## EMCORE’s customer shall have a reasonable period of time no more than 30 days following delivery of the Products to the Delivery Location ("Inspection Period"), to inspect all Products received under this Agreement and to inform Fastrain, in writing, of EMCORE's rejection of any Nonconforming Products.

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## Q11. Highlight the parts (if any) of this contract related to "Cap On Liability" that should be reviewed by a lawyer. Details: Does the contract include a cap on liability upon the breach of a party’s obligation? This includes time limitation for the counterparty to bring claims or maximum amount for recovery.

## rovisions of this Agreement will not survive the expiration or earlier termination of this Agreement.    38    17.5    Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth b

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## Q12. Highlight the parts (if any) of this contract related to "Warranty Duration" that should be reviewed by a lawyer. Details: What is the duration of any\xa0 warranty against defects or errors in technology, products, or services\xa0 provided under the contract?

## delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or f

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## Q13. Highlight the parts (if any) of this contract related to "Insurance" that should be reviewed by a lawyer. Details: Is there a requirement for insurance that must be maintained by one party for the benefit of the counterparty?

## ecomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 13 by the Receiving Party or any of

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