



Intel Confidential

**PO#:**3001872854

**Type:**

Engineering PO

**Buyer:**

**Change Order:**

INTEL TECH INDIA PVT.LTD.

**PO Type:**

New

23-56P, Deverabeesanahalli

**PO Generation Date:**

16 Mar 2020

Bangalore KA 560 103

**PO Original Date:**

16 Mar 2020

IN

**Vat Reg:**

**Seller:**

**Currency:**

Indian Rupee

Wings Brand Activations India PVT  
LTD

**Terms:**

60 Days Net

H.NO 7-1-28,2nd Floor, Sai Towers,

**\*\*Do not insure\*\***

Dharamkaram Road, Ameerpet

**\*\*Intel will not reimburse\*\***

HyderabadTG 500016

**Confirmed To:**

INDIA

**Confirmed Phone:**

**Confirmed Date:**

**Bill To:**

**Contact:**

GSPO GAR

INTEL TECHNOLOGY INDIA  
PRIVATE LTD

**Contact Phone:**

ATTN: ACCOUNTS PAYABLE, MAIL  
STOP-1

**Contact Email:**

N/A

#136, OLD AIRPORT ROAD

BANGALORE560017

INDIA

**\*\* UNLESS NOTED IN THE LINE DETAIL PLEASE FOLLOW**

**\*\* THE FOLLOWING SHIPPING INSTRUCTIONS:**

**Ship To:** Intel Tech India Pvt.Ltd.

23-56P, OuterRing Road, Devarabeesanahal

Bangalore, Karnataka560103

INDIA

Line Number

Intel Number

Supplier Item Number Unit Price

Requested Qty

U/M

Requested Line Amt

Line Status

Outstanding Qty

00001	700,000.00	1	EA	700,000.00
New		1.0000		

**Description:** India admins Gift

Limit PO Line

Order is valid from 03-10-2020 to 06-10-2020

Reference Quote: Admins Quote

Contact Name: Ajay Sharma

Email: AJAY.SHARMA@INTEL.COM

Phone Number: +91 80 2605 6575

**Required**  
**Date:** 10 Mar 2020 **Factory ID:**

**Promised**  
**Date:** **Machine IT**  
**Location:**

**Machine:**

**FOB/FRT:** DDP Delivered Duty Paid

**INCO Terms:** DDP

**Shipping Condition:**

**Shipping Instruction:**

<b>Total Purchase Order Value:</b>	<b>700,000.00</b>
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This document confirms the purchase order from Intel. Only the terms and conditions contained in this PO apply. Any additional or conflicting terms and conditions on quotations or acknowledgement from the Seller are hereby rejected. The acceptance of items delivered hereunder by Intel shall not be acceptance of terms and conditions of the Supplier.

IF THIS IS A BLANKET PO AND THE AMOUNT REPRESENTED ON THIS PO IS ONLY AN ESTIMATE BUDGET. THE ACTUAL INVOICED AMOUNT MUST BE FOR GOODS/ SERVICES DELIVERED TO INTEL, AS VERIFIED BY INTEL.

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**\*BELOW INSTRUCTION IS APPLICABLE FOR ALL FOREIGN CURRENCY PO's ONLY (IF**

**PO IS ISSUED IN INDIAN RUPEES, PLEASE IGNORE THIS PORTION) \***

The Government of India, department of Agriculture and cooperation, Ministry of Agriculture has passed a rule effective 1st April 2004 which is called Plant Quarantine (Regulation of Import into India) Order 2003 that states "All consignments being imported into India by air and sea require a phytosanitary certificate from the country of origin This is mandatory."

(i) "Packing material "means any kind of material of plant origin used for packing which include hay, straw, wood shavings, wood chips, saw dust, wood waste, wooden pallets, dunnage mats, wooden packages, coir pith, peat or sphagnum moss etc."

Please note our Tax Identification Number (TIN) for the purpose of VAT: 29470142198

#### **HARDWARE PURCHASE**

Supplier to send the Proforma Invoice (PI) referencing and matching the Purchase Order (PO) within 2 days from the date of receipt of Purchase Order. The Proforma Invoice (PI) must be scanned and sent electronically to: gopi.j@intel.com

Along with the material the packing slip, commercial invoice to be handed over to Intel designated freight forwarder at the time of shipping. The commercial invoice should match the PI/Intel purchase order.

Mismatches between the Proforma Invoice, the Commercial Invoice and /or the Purchase Order will result in a delay of payment to the Supplier. Supplier must work with the Buyer to correct the Purchase Order at the time of acknowledgement. Under no circumstances should an invoice be submitted to Intel that does not match the purchase order exactly.

No partial shipment is allowed without Buyer's prior written permission.

Please note that if the PI / commercial invoice does not match with Intel PO, ANY expenses incurred by Intel, will be deducted from Supplier's invoice.

#### **SOFTWARE PURCHASE/PROFESSIONAL SERVICES**

A physical shipment (CD) to be shipped even if the software is available through electronic download.

The consignment (physical CD) should be handed over with invoice matching the purchase order, packing slip to Intel designated freight forwarder.

Intel will pay an amount, net of applicable Withholding Taxes.

**\*END OF INSTRUCTION SPECIFIC TO FOREIGN CURRENCY PO\***

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#### **INSTRUCTIONS FOR POs FOR ALL CURRENCIES:**

To: Accounts Manager / Customer Service Representative / Accounts Dept  
To better facilitate timely process of your invoice, please ensure the following:

\* Supplier **MUST** ensure they receive a copy of the PO **BEFORE** start any work for Intel.

\* Supplier **MUST** reference the PO number on all communication (including invoices) with Intel.

- \* Invoice MUST reference the correct Intel legal entity (the "Bill To" Intel entity) as shown on the PO.
- \* Invoice MUST clearly state the invoice number, invoice date and currency.
- \* Invoice MUST be generated on the letterhead of the correct "supplier" name as shown on the PO.
- \* Supplier should update Intel's Purchasing Department with any changes in their banking or address information, else changes will not be reflected in payments. Please keep in mind that any changes informed to Intel Purchasing will take effect in one month's time.
- \* One invoice must reference only one PO. Invoice that reference multiple POs will be rejected by Intel's Accounts Payable and returned to the Supplier.
- \* Mismatch (in currency, Intel legal entity, PO amount, PO quantity) between invoice and PO will delay payment process. Many may result in the invoice being rejected and returned to the Supplier.
- \* Invoice must be in English (with the exception of Taiwan). Invoice can be sent c/o to the "Bill To" address as shown on the PO (attention: Accounts Payable) or directly to Account Payable at the below address:

Bill to: Full < Bill To> Entity Name as indicated in the PO  
 INTEL TECHNOLOGY INDIA PRIVATE LTD  
 ATTN: ACCOUNTS PAYABLE, MAIL STOP-1  
 CAMPUS 4B, ECOSPACE 1,  
 OUTER RING ROAD, BELLANDUR,  
 BENGALURU 560103,  
 INDIA.

- \* Also, please note that Intel's standard payment terms is net 60 days (starts the day Accounts Payable receives a valid and accurate original invoice from the Supplier). Any deviation from the standard payment term must be discussed with a buyer in the Purchasing organization. Any other general enquires should be made to the Purchasing's Customer Service Representative via web site or phone number listed below:

Intels Websuite External Self-help portal  
 (<https://supplier.intel.com/static/misc/SelfHelp/IntelCorporation-Support.htm>)

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Country Toll Free Number for payment enquiries

Australia: 1800-145-795 Option 2  
 China: 800-820-1180 + 4851 Option 2  
 Hong Kong: 800-90-3406 Option 2  
 India: 000-800-600-1103  
 Indonesia: 001 803 60 6232 Option 2  
 Japan: 0120-169170 Option 2  
 Korea: 080-023-0586 Option 2  
 Malaysia: 1800-88-1635 Option 2  
 New Zealand: 0800-44-8729 Option 2  
 Philippines: 1 800 1 601 0227 Option 2  
 Singapore: 800-6011-618 Option 2  
 Taiwan: 00801-60-1365 Option 2  
 Thailand: 1 800 006097  
 Vietnam: 120-65-0065 Option 2  
 United States: 877-811-2574 Option 2  
 Israel: 1-800-94-94-94-9 Option 2  
 Israel Hebrew: 08-666-2399 Option 3, 3

Ireland: 1800 550 000, then when prompted 877 811 2574

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\* INVOICE INFORMATION  
\* INTEL WILL REMIT PAYMENT TO THE SUPPLIER NAME AND  
\* ADDRESS LISTED BELOW WITHOUT REGARD TO THE REMIT-TO  
\* INSTRUCTIONS ON THE INVOICE. CONTACT THE INTEL  
\* BUYER TO MAKE NECESSARY CORRECTIONS  
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Wings Brand Activations India PVT LTD

H.NO 7-1-28,2nd Floor, Sai Towers,

Dharamkaram Road, Ameerpet

Hyderabad, TG 500016

IND

GSPO GAR

Intel Confidential

N/A

Corp 100 Purchase Order

#### TERMS AND CONDITIONS OF PURCHASE ORDER

##### 1.DEFINITIONS

1.1 For purposes of this Intel Corporation Purchase Order, the following definitions apply:

- (A) **"Business Day"** means a day (other than a Saturday, Sunday, or public holiday) when banks in India are open for business.
- (B) **"Buyer"** means Intel Corporation and all of its majority owned worldwide subsidiaries.
- (C) **"Consumable"** means a Spare Part whose life expectancy and mode of failure is known or predictable during the normal operation of the Equipment.
- (D) **"Copyrights"** means all copyright rights worldwide arising under statutory or common law, including without limitation copyright applications, copyright registrations, and any analogous right.
- (E) **"Documentation"** means all documentation and training materials provided by Supplier regarding the proper installation, use, maintenance, repair and operation of Items.
- (F) **"Effective Date"** means the date when this Purchase Order is issued to Supplier.
- (G) **"Electronic Ordering System"** means any web based ordering system, electronic purchase order system, electronic order acknowledgement, form of electronic order acceptance, or any software based ordering system. Electronic Ordering Systems do not include any systems designed for the negotiation, signature, offer, or acceptance of purchase specifications or configuration specifications.
- (H) **"Equipment"** means whole systems, or subsystems, including upgrade and conversion kits, tooling, pre-facilities kits, modifications, and other hardware that produce the required output per the applicable configuration specification and purchase specification for each Equipment model.
- (I) **"Final Acceptance"** means Buyer's express approval to Supplier that Items conform to the requirements in the In-House Acceptance section of the purchase specification or any other mutually determined specifications.
- (J) **"Hazardous Materials"** means dangerous goods, chemicals, contaminants, substances, pollutants or any other materials that are defined as hazardous by any applicable law, regulations, or industry standard.
- (K) **"Intellectual Property Rights"** means all intellectual property rights worldwide arising under statutory or common law, including without limitation Copyrights, Moral Rights, Mask Work Rights, Patent Rights, Trade Secret Rights, Trademark Rights and any analogous right.
- (L) **"Items"** means, either singly or collectively, any goods provided by Supplier pursuant to this Purchase Order, including but not limited to Equipment, New Developments, Software, and Spare Parts.
- (M) **"Mask Work Rights"** means all mask work rights worldwide arising under statutory or common law, including without limitation mask work registrations, and any analogous right.

(N)“**Moral Rights**”means all rights of attribution worldwide arising under statutory or commonlaw, including without limitation rights that may be known as “moral rights,”“artist’s rights,” “droit moral” and any analogous right.

(O)“**New Developments**”means any Technology developed, conceived, obtained, or created by Supplier or its subcontractors (solely or in collaboration with others) under this PurchaseOrder with funding, engineering resources, or confidential information providedby Buyer. New Developments do not include any Supplier Background Technology.

(P)“**NewDevelopment Documentation**” means any information and documents, including,but not limited to, drawings, schematics, works of authorship, andinstructions, relating to New Developments.

(Q)“**Non-Consumable**” means a Spare Part(s) that is notreplaced routinely and has an unpredictable life expectancy and that istypically replaced or repaired due to failures or deteriorating performance.

(R)“**PatentRights**”means all patent rights worldwide arising under statutory or common law fromall classes or types of patents (including, without limitation, originals,divisions, continuations, continuations-in-part, extensions or reissues), andapplications for these classes or types of patent rights.

(S)“**Release**” means Buyer’sPurchase Order or change order to ship, provide, or cancel, a specific quantityof Items or perform Services to a specified schedule.

(T)“**Services**” means any work tobe performed by Supplier including, but not limited to: installation, processqualification, maintenance, warranty repair, service call, continuousimprovement, training, Equipment upgrades or modification, and extended servicecontracts.

(U)“**Software**” means any softwareor firmware provided by Supplier during the term of this Purchase Orderincluding, but not limited to, modifications, enhancements, upgrades,subsequent versions or releases, and software or firmware provided inconnection with Items and updates.

(V)“**SparePart**” meansany Consumable or Non-Consumable, whether procured by Buyer from Supplier or athird party.

(W)“**Supplier**” means the party to whomthis Purchase Order is being issued and who is providing Items or Services toBuyer under this Purchase Order.

(X)“**SupplierBackground Technology**” means any Technology that Supplier developed,conceived, obtained, licensed, or acquired prior to the Effective Date of this PurchaseOrder or that Supplier develops, conceives, obtains, licenses, or acquiresindependently of this Purchase Order. Supplier Background Technology does notinclude any New Developments.

(Y)“**Technical Data**” means any information generated by, or by using, an Item, including but not limited to: parametric, performance, diagnostic, and output data and metadata.

(Z)“**Technology**” means know-how, information, ideas, inventions,modifications, prototypes, tools, other tangible embodiments, and works ofauthorship, including without limitation, specifications, drawings, software,databases, compilations, schematics, documentation, and presentations.

(AA)“**TrademarkRights**” means all trademark rights worldwide arising understatutory or common law, including without limitation trademarks, trade names,service marks, trade dressing or other forms of corporate or productidentification.

(BB)“**Trade SecretRights**” means alltrade secret rights worldwide arising under statutory or common law, and anyanalogous right.

## **2.SCOPEAND TERMS OF AGREEMENT**

2.1ThisPurchase Order, which incorporates by reference these Terms and Conditions ofPurchase Order and all other terms and conditions set forth on the face of theproposed purchase contract by Buyer’s authorized purchasing representative isBuyer’s offer to purchase Items, Services, or both described in this offer(collectively, the “Purchase Order”). Acceptance of this Purchase Orderconstitutes acceptance of the express terms and conditions in this PurchaseOrder. Any additional or different terms or conditions contained in Supplier’sdocuments will not apply. Unless specifically agreed to in writing by Buyer’sauthorized purchasing representative, Buyer objects to, and is not bound by,any term or condition that differs from or adds to this Purchase Order. Supplier’scommencement of performance, or acceptance of this Purchase Order in any manner,will conclusively evidence acceptance of this Purchase Order as written.Supplier agrees that Items and Services supplied under this Purchase Order areunique as that term is used under Article 2-716 of the Uniform Commercial Code.When Buyer is a subsidiary of Intel Corporation, the obligations of the partiesin this Purchase Order run between such subsidiary and Supplier, and notbetween Intel Corporation and Supplier.

## **3.PRICINGAND TAXES**

3.1Supplierrepresents and warrants to Buyer that the price charged to Buyer for any Itemor Service will be Supplier’s

lowest price charged to any customer for any similar Item or equivalent Service, regardless of any special terms, conditions, rebates or allowances. Supplier bears the burden of proof by clear and convincing evidence that Items being compared are not "similar" or the Service being compared is not "equivalent". If Supplier sells any similar Item or provides equivalent Service to any other customer at a price lower than the price set forth in this Purchase Order, Supplier must immediately notify Buyer of this lower price, and Supplier must adjust Buyer's price to achieve and maintain the lower price for any non-invoiced Item or Service and for all outstanding and future invoices for such Item or Service. Supplier will also rebate to Buyer an aggregate amount equal to the difference in the price paid by Buyer and the lower price paid by any other customer of Supplier for such Items or Services. The above adjustments and the rebate must be calculated from the date Supplier first sells the similar Item or equivalent Service at the lower price.

### 3.2 Inventory Protection

(A) Buyer may return up to 33% of its inventory of non-custom Items purchased from Supplier during the previous 90 days in unopened, original, individual Item packaging for a credit against any outstanding or future Supplier invoices.

### 3.3 MFC Audit Provisions

(A) Buyer reserves the right to verify compliance with this Purchase Order. At Buyer's written request and expense, a review of Supplier's pricing practices and history will be performed by an independent third party audit firm of Buyer's choice. Supplier will have the option to review the independent third party's findings before the release of such findings to Buyer. If Supplier disagrees with the findings for any reason, Supplier will have the right to issue a letter in response, which will be included with the third party's findings to Buyer. The results of such review will remain confidential, but the third party will report to Buyer any failure by Supplier to abide by the obligations of this Purchase Order.

### 3.4 Taxes

(A) In addition to the amounts payable by Buyer under this Purchase Order, all applicable transaction taxes, including but not limited to sales and use taxes, value added taxes, and other transactional charges such as duties, customs, tariffs, imposts, and government imposed surcharges ("Transaction Taxes") will be paid by Buyer. If Supplier is required by applicable law to collect from Buyer and remit such Transaction Taxes to the appropriate taxing authority, Supplier will separately state the Transaction Taxes on Supplier's invoice to Buyer and, as promptly as practicable, provide Buyer with an official tax receipt or other evidence that Transaction Taxes have been remitted to the relevant taxing authority. If Buyer is exempt from Transaction Taxes, Buyer will provide proof of such exemption to Supplier prior to any payment of an invoice. Supplier will cooperate, to the extent reasonably requested by Buyer and as permitted by applicable law, in minimizing any such Transaction Taxes. If Supplier does not collect Transaction Taxes from Buyer as required by applicable law, and is subsequently audited by any taxing authority, liability of Buyer will be limited to the Transaction Tax assessment, with no reimbursement for penalty or interest charges.

(B) Buyer will be entitled to deduct or withhold or cause to be withheld from amounts payable to Supplier under this Purchase Order any income taxes it determines is required to be deducted or withheld under applicable law ("Withholding Taxes") and will pay to the Supplier the remaining net amount after the deduction of Withholding Taxes. Buyer will remit the Withholding Taxes to the appropriate taxing authority and provide Supplier with an official tax receipt or other evidence that Withholding Taxes have been remitted to the relevant taxing authority. Any Withholding Taxes will be treated for all purposes of this Purchase Order as having been paid to Supplier and Buyer will not reimburse Supplier for the amount of such Withholding Taxes that have been remitted to the taxing authority. If at least fifteen (15) Business Days prior to the due date of a payment to be made by Buyer to Supplier under this Purchase Order, Supplier provides to Buyer a valid certification or other documentation in the form required by the relevant taxing authority for a lower rate of Withholding Taxes to be applied on the payment to be made by Buyer to Supplier, then Buyer will apply such lower rate on Withholding Taxes in accordance with such certification or documentation. Buyer is not obligated to apply the lower rate of Withholding Taxes if Supplier provides the certification or documentation to Buyer less than fifteen (15) Business Days prior to the due date of a payment under this Purchase Order. For the avoidance of doubt, Supplier will be liable to pay any Withholding Taxes under applicable law whether or not Buyer withholds them.

(C) Except for taxes stated above, each party is responsible for its own respective income taxes or taxes based on gross revenues or gross receipts.

## 4. INVOICING AND PAYMENT

4.1 Prompt payment discounts will be computed from the latest of: (i) the scheduled delivery date; (ii) the date of actual delivery; or (iii) the date Buyer receives a properly filled out original invoice. Payment is made when Buyer's check is mailed, credit card charge is accepted, or EDI funds transfer initiated. Buyer may, at its option, make payment within

10 days after the latest of such dates, and receive a 2% discount from the total invoice, or will make payment within 90 days after the latest of such dates.

4.2 Supplier will submit original invoices or packing lists and will include: purchase agreement number from the Purchase Order, Purchase Order number, line item number, Release number, part number, complete bill to address, description of Items, quantities, unit price, extended totals, and any applicable tax or other charges. All costs forwarded to Buyer for reimbursement of expenses agreed under the terms of this Purchase Order will be net of any reclaimable Value Added Taxes ("VAT") incurred on such expenses. Buyer's payment will not constitute acceptance.

4.3 Supplier will indemnify, defend Buyer at Buyer's discretion, and hold Buyer harmless from and against any allegation arising from or in connection with payments or expenses associated with Supplier's vendors or subcontractors, and Supplier will pay all losses, liabilities, and costs (including attorneys' fees) arising from the allegation.

4.4 Supplier agrees to invoice Buyer no later than 180 days after completion of Services or shipment of Items. Buyer will not be obligated to make payment against any invoices submitted after such period.

4.5 For European purchases paid by credit card, the Supplier will provide an invoice acceptable for VAT reclaim which will contain the following additional information: the 'deliver to' person's name, mail stop, phone number, and the letters SPOCC as separate line items.

## **5. TERMINATION**

### **5.1 General**

(A) Buyer may terminate this Purchase Order issued or any part thereof, at any time for its sole convenience by giving written notice of termination to Supplier. Upon Supplier's receipt of such notice, the termination is effective and Supplier will, unless otherwise specified in such notice, immediately stop all work hereunder, and cause all of its suppliers or subcontractors to cease all related work. Upon Buyer's request, Supplier will return all materials provided by Buyer to Supplier under this Purchase Order.

(B) Notwithstanding anything to the contrary, Supplier will not be compensated in any way for any work done or costs incurred after Supplier's receipt of Buyer's notice of termination. Supplier will be solely responsible, and Buyer will have no obligation, for any losses, liabilities, or costs in connection with Supplier's vendors or subcontractors incurred after Supplier receives the termination notice.

### **5.2 Effect of Termination on Standard Items or Services**

(A) If any portion of this Purchase Order is terminated, then, with respect to non-custom Items or Services, there will be no charges or liability for Buyer's termination, except that Buyer will be responsible for payment for authorized Items or Services provided by Supplier prior to Supplier's receipt of the termination notice but not yet invoiced. Supplier will send Buyer an itemized invoice for such Items or Services no later than 30 days after receipt of Buyer's termination notice. If such invoice is not received within 30 days after receipt of Buyer's termination notice, then Buyer will have no payment obligation in connection with the termination.

### **5.3 Effect of Termination on Custom Made Items or Services**

(A) If any portion of this Purchase Order is terminated, then, with respect to custom made Items or Services, Supplier may, within thirty (30) days after receipt of Buyer's termination notice, submit in writing to Buyer a claim for termination charges calculated on a pro-rata basis based on progress made on the terminated custom made Items or Services. Buyer's sole liability and costs, and Supplier's sole remedy, related to any such termination will be only those costs, subject to Buyer's verification, included in such claim. If such claim is not received within 30 days after receipt of Buyer's termination notice, then Buyer will have no payment obligation in connection with the termination. In no event will Buyer's liability and costs for termination related to custom made Items or Services exceed the total price for the terminated custom made Items or Services.

(B) Supplier will mitigate the effects of any termination, include a summary of such mitigation efforts in any claim for termination charges, and reduce any claims for termination charges by the amount saved by Supplier's mitigation efforts.

(C) If any terminated custom made Item or Service embodies or practices Technology which is subject to any of Buyer's Intellectual Property Rights, then Supplier must notify Buyer and disposition the terminated custom made Items or Services in accordance with Buyer's written instructions subject to Buyer's payment of any reasonable costs agreed upon in writing.

(D) On payment of Supplier's claim, Buyer will be entitled to all work and materials paid for.

### **5.4 Work in Process Inspection**

(A) If Buyer has any payment obligation under this Termination section, Buyer may inspect Supplier's work in process and audit all relevant documents.

### **5.5 Time is of the Essence**



(A) Notwithstanding anything else in this Purchase Order, TIME IS OF THE ESSENCE, and failure to meet the delivery date(s) in the Purchase Order will be considered a material breach of contract and will allow Buyer to terminate: this Purchase Order or any part thereof, without any charges or liability whether the Purchase Order was for standard or custom made Items or Services; and

(B) No failure or failures by Buyer to terminate due to Supplier's failure to meet a delivery date in this Purchase Order will establish a course of performance or course of dealing between the parties.

## **6. TENDER, RELEASES, AND SCHEDULING**

6.1 Any forecasts provided by Buyer are for planning purposes only and do not constitute a Release or other commitment by Buyer.

6.2 If Supplier is unable to make the scheduled delivery of Items or promptly perform Services described in this Purchase Order, Supplier will notify Buyer in writing with the reasons for such inability to deliver or perform. The failure of Supplier to give such notice to Buyer will constitute the acceptance of this Purchase Order and these Purchase Order terms and conditions.

6.3 Supplier will deliver Items per the Release schedule and will accept Buyer's return of defective or non-conforming shipments at Supplier's risk and expense. The obligations in this clause will survive termination of this Purchase Order for Items purchased but not received prior to the termination.

6.4 Buyer may reschedule any Release in whole or in part prior to the Release date at no additional charge.

6.5 Buyer may place any portion of a Release on hold by notice that will take effect immediately upon receipt. Releases placed on hold will be rescheduled or terminated in accordance with the Termination section of the Purchase Order within a reasonable time.

6.6 If for any reason Supplier discontinues the manufacture of any Item during the term of this Purchase Order or within one year after the final delivery under this Purchase Order, Supplier will give Buyer at least 90 days prior written notice of such Item discontinuance, during which time Buyer will have the option to place a final Release for such Items for delivery to Buyer within an agreed upon period. If any warranty return claims are made for such discontinued Items, then such returns will be subject to the warranty provisions of the Acceptance and Warranty section of this Purchase Order.

## **7. INSPECTION AND TESTING OF ITEMS**

7.1 Buyer may inspect and test all Items at reasonable times before, during, and after manufacture. All Items will be received subject to Buyer's inspection, testing, approval, and acceptance at Buyer's premises notwithstanding any inspection or testing at Supplier's premises or any prior payment for such Items. Buyer may attend and participate in source inspections and testing, and if any inspection or test is performed on Supplier's premises, Supplier will provide Buyer with reasonable access to Supplier's facilities and reasonable assistance at no additional charge to Buyer. All related goods and services necessary for any installation or Buyer's process qualification at Buyer's designated facility, including but not limited to any sequential testing conducted prior to Final Acceptance, will be provided by Supplier at no additional charge to Buyer. The completion of any inspections, including but not limited to any source inspections, testing, or Final Acceptance by Buyer will not constitute or be interpreted as a waiver of any of Buyer's rights or remedies with regard to any subsequently discovered defect or nonconformity with respect to the quality of the Items. Items rejected by Buyer as not conforming to this Purchase Order or Item specifications, whether provided by Buyer or furnished with the Item, may be returned to Supplier at Supplier's risk and expense and, at Buyer's request, will immediately be repaired or replaced.

## **8. ACCEPTANCE AND WARRANTY**

### **8.1 Item Warranty**

(A) Supplier warrants to Buyer, its successors and assigns, that all Items will: (i) be free from defects in material and workmanship, and (ii) comply with any purchase specification or any other mutually agreed on specifications, and (iii) be free from any liens, encumbrances, or claims from third parties (the "Warranty of Title"), and (iv) be new and unused for any purpose, other than routine testing by Supplier to ensure Supplier's compliance with this Purchase Order, and (v) not infringe any Intellectual Property Rights of others.

### **8.2 Service Warranty**

(A) Supplier warrants to Buyer, its successors, and assigns, that all Services will: (i) be free from defects in workmanship, (ii) comply with any Statements of Work, (iii) not infringe the Intellectual Property Rights of others, and (iv) be performed in a workmanlike and professional manner in accordance with the highest professional standards in the industry.

### **8.3 Applicable Item Warranty Period**

(A) Subject to sections B and C below, the warranty period for Items or Services or both (the "Item Warranty Period") will

be three years starting on the earlier of: (1) the date of Final Acceptance, or (2) the end of the Acceptance Period.

(B) Spare Parts replaced during the Item Warranty Period will be warranted for the longer of one year from the date of installation or the remainder of the Item Warranty Period.

(C) All warranties described in this section are available from Supplier only during the applicable warranty period prescribed above, except the Warranty of Title and the warranties that Items and Services will not infringe any Intellectual Property Rights of others will continue in full force and effect after the expiration of the applicable Item Warranty Period. Buyer may transfer the warranties available in this Purchase Order to a third party in connection with the sale or transfer of the Item.

#### **8.4 Final Acceptance**

(A) All Items and Services are subject to Buyer's inspection, testing, approval, and acceptance at Buyer's facility for a period of 90 days after delivery to Buyer's facility (the "Acceptance Period"), regardless of any inspection, testing, or approval at Supplier's premises or any payment made by Buyer for such Items or Services. Any inspection, testing, approval, or acceptance of the Items or Services, including Final Acceptance, will not constitute a waiver of any of Buyer's rights and remedies available to Buyer under this Purchase Order. Items or Services rejected by Buyer during the Acceptance Period may be, at Buyer's option and Supplier's sole expense: i) returned to Supplier for full purchase price refund to Buyer, including reimbursement for associated costs, such as installation, or ii) repaired or replaced (or for Services, re-performed), or iii) reduced in price by an amount mutually agreed to by the parties, or iv) subject to any other remedy as mutually agreed to by the parties.

#### **8.5 Warranty Procedures**

(A) Items or Services subject to a warranty claim by Buyer may, at Buyer's option and Supplier's sole expense: i) be repaired, replaced, or modified (or for Services, re-performed), or ii) be reduced in price by an amount agreed to by the parties, or iii) be subject to any other remedy as agreed to by the parties. Supplier will also be responsible for any other loss or damage incurred by Buyer for any non-conforming Item or Service. Supplier must resolve Buyer's warranty claims within 30 calendar days, unless otherwise agreed by the parties. At Supplier's option, Spare Parts required for Supplier to repair Equipment during the Item Warranty Period may be new or, with Buyer's prior consent, refurbished, but all such parts will be warranted for the unexpired portion of the Item Warranty Period. During the applicable warranty period, Supplier will perform all preventative maintenance according to a jointly agreed on schedule. Unless otherwise agreed by the parties, Supplier will perform warranty work for Buyer at all times during the day or night, including holidays and weekends, with a two hour response time.

### **9. PRODUCT SPECIFICATION AND IDENTIFICATION**

9.1 Supplier will not modify the specifications for Items without Buyer's written consent. Supplier will notify Buyer at least 120 days in advance of any changes in the manufacturing process for Items. Supplier will cooperate with Buyer to provide configuration control and traceability systems for Items supplied under this Purchase Order.

### **10. PACKING AND SHIPMENT**

10.1 All Items and Documentation requiring shipping will be prepared for shipment in a manner that: (i) follows good commercial practice; (ii) is acceptable to common carriers for shipment at the lowest rate; and (iii) is adequate to ensure safe arrival. Supplier will mark all containers with necessary lifting, handling, and shipping information, Purchase Order number, date of shipment, and the names of the Buyer and Supplier. Buyer will notify Supplier of the method of shipment and expected delivery date. If no instructions are given, Supplier will select the most cost effective carrier, given the time constraints known to Supplier. Supplier will ship only the quantity of Items and Documentation specified in the Release. Buyer may return at Supplier's expense any Items and Documentation in excess of the quantity stated in the Release.

10.2 As directed by Buyer, freight will be either managed by Supplier or Buyer in accordance with the following terms and conditions:

(A) For Supplier Managed Freight:

(1) For non-free trade zone factory sites all Items and Documentation will be shipped Delivered Duty Paid, Buyer's dock in ship to address (DDP: <city of ship to address>, Incoterms 2010).

(2) For free trade zone factory sites all Items and Documentation will be shipped Delivered at Place, Buyer's dock in ship to address (DAP: <city of ship to address>, Incoterms 2010).

(3) Title and Risk of loss will pass to Buyer upon delivery of Items and Documentation to Buyer's dock in ship to address.

(B) For Buyer Managed Freight:

(1) All Items and Documentation will be shipped Free Carrier, Supplier's shipment origin (FCA: <city of shipment origin>,

Incoterms 2010).

(2) Title and Risk of loss will pass to Buyer upon delivery of Items and Documentation to Buyer's agent at the Supplier shipment origin.

10.3 Hazardous Materials Freight: Notwithstanding anything contained in Section 11.2 of this Packing and Shipment Section to the contrary, and regardless of the freight terms listed on any Purchase Order, all Items and Documentation that are Hazardous Materials/Dangerous Goods and are regulated in transportation by international, federal, state or local law will be shipped:

(A) For non-free trade zone factory sites all Items and Documentation will be shipped Delivered Duty Paid, Buyer's site designated in the Release (DDP: <Buyer's site designated in Release>, Incoterms 2010). Title and risk of loss will pass to Buyer upon delivery of Items and Documentation to Buyer's site designated in the Release.

(B) For free trade zone factory sites all Items and Documentation will be shipped Delivered at Place, Buyer's site designated in the Release (DAP: <Buyer's site designated in Release>, Incoterms 2010). Title and risk of loss will pass to Buyer upon delivery of Items and Documentation to Buyer's site designated in the Release.

## **11. CONFIDENTIALITY AND PUBLICITY**

11.1 Each party will maintain the other's information in accordance with applicable non-disclosure agreements between the parties, including the Corporate Non-Disclosure Agreement ("CNDA") referenced on the signature page of this Purchase Order.

11.2 Without having obtained the other party's prior written consent or as otherwise provided in the Permissible Disclosures section, and notwithstanding anything to the contrary in any non-disclosure agreement, neither party will:

(A) use the other's name or trademarks for any external or public purpose; or

(B) disclose the existence of this Purchase Order, the relationship created by this Purchase Order, or any of its details to any third party, other than by Buyer to an Intel affiliate.

### **11.3 Permissible Disclosures**

(A) A party may disclose the existence of this Purchase Order, the relationship created by this Purchase Order, and any of its details only to the extent necessary:

(1) pursuant to a valid judicial or governmental order or as required by applicable law, provided that, before such disclosure, the party compelled to disclose (i) notifies the other party of the requirement to disclose and (ii) cooperates in efforts between the parties to seek a protective order or otherwise avoid or minimize the disclosure; or

(2) in connection with obtaining services from their respective legal counsel, accountants, bankers, auditors, agents, subcontractors, consultants, service providers, and financing sources provided these third parties are bound by confidentiality restrictions at least as restrictive as the CNDA.

## **12. TECHNICAL DATA**

12.1 Supplier hereby assigns all right, including Intellectual Property Rights, title and interest in the Technical Data to Buyer to the extent Supplier possesses any such right, title or interest.

12.2 Supplier will make Technical Data available to Buyer without charge or obligation and in a format usable by Buyer.

12.3 Technical Data is Buyer's confidential information, the disclosure of which is governed by the terms of the CNDA or other applicable confidentiality terms. Supplier may use Technical Data only: (i) to further the business relationship between Buyer and Supplier, or (ii) with Buyer's prior written permission, for Supplier's internal use.

## **13. INTELLECTUAL PROPERTY RIGHTS INDEMNIFICATION**

### **13.1 General**

(A) Supplier will indemnify and hold Buyer harmless from and against, and at Buyer's discretion, defend, any allegation that Buyer has violated a third party's Intellectual Property Right in connection with any Items or Services, and Supplier will pay all losses, liabilities, and costs (including attorneys' fees) arising from the allegation.

### **13.2 Notice**

(A) Buyer will notify Supplier in writing of any allegation for which it seeks indemnification from Supplier. Any delay in this notice will not relieve Supplier of its indemnity obligations unless the delay effects a forfeiture of material rights and defenses that Supplier would have otherwise been able to assert on behalf of Buyer.

### **13.3 Injunction Mitigation**

(A) If a court enjoins Buyer's purchase or possession of, or its ability to use, any Items or Services, Supplier will, at its expense, take one or more of the following actions after obtaining Buyer's written approval:

(1) procure a license for Buyer to continue the purchase, possession and use of the enjoined Items or Services; or

(2) replace the enjoined Items and Services with a functionally equivalent Items or Services whose purchase, possession and use are non-infringing; or  
(3) modify, providing equivalent functionality, the enjoined Items or Services so that its purchase, possession and use are non-infringing or  
(4) refund the full purchase price of the enjoined Items or Services, pay all Items or Services disposal costs, and reimburse Buyer for any excess of the costs of obtaining (either from Supplier or another party) alternative Items or Services (i.e. cost of cover) over the purchase price of the enjoined Items or Services during the term of this Agreement.

(B) If Supplier selects remedy (2), (3) or (4), Supplier will also pay to Buyer all costs for Intel's qualification of the new or modified Items or Services or its functional equivalent.

13.4 Each party's rights and obligations under this Intellectual Property Rights Indemnification section are expressly in lieu of any form of indemnity that may be available under the U.S. Uniform Commercial Code or analogous regulations of other jurisdictions.

#### **14. SUPPLY LINE PROTECTION**

14.1 Supplier will not:

(A) seek or enforce any injunction against any entity that would have the effect of restricting the making, use, importation, sale, offering to sell, or other disposition of any product or service made by or supplied to Buyer, or

(B) seek damages from Buyer or any of its customers or distributors in connection with any products or services made by or supplied to Buyer.

14.2 Effective immediately prior to the transfer (or granting, as applicable) of (i) ownership of a Patent Right, (ii) a right to assert a Patent Right, or (iii) an exclusive license in a Patent Right ("Transferred Patent Right"), Supplier hereby:

(A) grants Buyer a nonexclusive, fully paid-up, royalty-free, perpetual, irrevocable, worldwide license under that Transferred Patent Right to (i) make, have made, use, sell, offer for sale, import, and otherwise dispose of products and services of Buyer, and (ii) otherwise perform and practice that Transferred Patent Right; and

(B) releases Buyer and its customers and distributors from any claims of past infringement of that Transferred Patent Right with respect to any product or service of Buyer.

14.3 A breach or threatened breach of this Supply Line Protection section would cause Buyer an irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, Buyer is entitled to equitable relief against any remedy obtained in breach of this Supply Line Protection section.

14.4 Notwithstanding anything to the contrary in this Purchase Order and any applicable non-disclosure agreement between the parties, Buyer may disclose and assert this Purchase Order as a complete defense to any action, suit, or claim in breach of this Supply Line Protection section and to obtain equitable relief against any remedy obtained in breach of this Supply Line Protection section.

#### **15. HAZARDOUS MATERIALS**

15.1 If any Items or Services provided to Buyer include Hazardous Materials, Supplier represents and warrants that, before delivery of the Item or Service, Supplier will: 1) provide Buyer with Material Safety Data Sheets (MSDS) and other documentation reasonably necessary to enable Buyer to comply with the applicable laws and regulations, and 2) obtain prior written approval from Buyer's Site Environmental, Health, and Safety (EHS) organization, and 3) certify in writing that the Items or Services supplied to Buyer comply with all applicable requirements of the most current revision of Environmental Product Content Specification 18-1201 at <http://supplier.intel.com>.

15.2 Supplier will be fully responsible for, indemnify, defend Buyer at Buyer's discretion, and hold Buyer harmless from and against any allegation arising from or in connection with: 1) Supplier's failure to comply with the requirements of section 14.1, or 2) Supplier's handling, transportation, provision, or use of such Hazardous Materials, including a failure to comply with any applicable law or regulation relating to such Hazardous Materials, and Supplier will pay all losses, liabilities, and costs (including attorneys' fees) arising from the allegation.

15.3 Items returned to Supplier will be decontaminated by Buyer from Hazardous Materials to a practical and reasonable degree and as required by applicable law or regulation, except where Supplier is financially responsible for shipping Items returned to Supplier, then Supplier will be responsible for their decontamination. Where Buyer performs the decontamination, and subject to Supplier's written request, Buyer will provide documentation to Supplier that the returned Items have been decontaminated.

#### **16. COMPLIANCE WITH LAWS AND RULES**

16.1 Supplier represents and warrants that it will comply with all applicable laws, regulations, standards, and codes, including but not limited to any export laws of the U.S. and abroad, and that Supplier will obtain at its expense any permits, approvals, licenses, authorizations, and consents necessary for Supplier to provide the Items and Services

to Buyer. Supplier will comply with Intel's Supplier Compliance Handbook available at <https://supplier.intel.com/static/governance/SupplierComplianceHandbook.pdf> and the Responsible Business Alliance Code of Conduct available at <https://supplier.intel.com/>. Supplier will comply in all material respects with all other policies and requirements set forth at <https://supplier.intel.com/>. Supplier will perform only those Services ordered by Buyer and will work only in the areas designated by Buyer for such Services. Supplier will perform all work in accordance with safe working procedures and will keep its work area clean and neat.

#### **16.2 Federal Contract Requirements**

(A) Supplier will comply with the Federal Contract Requirements section of Intel's Supplier Compliance Handbook, available at <https://supplier.intel.com/static/governance/SupplierComplianceHandbook.pdf>, the entirety of which is incorporated by reference herein.

#### **16.3 Conflict Minerals**

(A) For the purposes of this Conflict Minerals section only, the following definitions apply:

**"Conflict Minerals"** means cassiterite, columbite-tantalite, gold, and wolframite; their derivatives including the 3Ts (tantalum, tin, and tungsten); and, any other mineral, derivative, or ore that the Organisation for Economic Co-operation and Development (OECD), United States Securities and Exchange Commission (SEC), United States government, or United States Secretary of State considers to be directly or indirectly financing conflict in the Covered Countries.

**"Covered Countries"** means the Democratic Republic of Congo (DRC) and any adjoining country that shares an internationally recognized border with the DRC.

16.4 Supplier agrees to fully comply with and follow Buyer's policies relating to Conflict Minerals, including the Conflict Mineral Reporting section of the Environmental Product Content Specification 18-1201, all of which are set forth at <http://supplier.intel.com>. To the extent Buyer's compliance with the Dodd-Frank Wall Street Reform and Consumer Protection Act requires disclosure of Buyer's relationship with Supplier and Supplier's compliance with Buyer's Conflict Minerals policies, then any applicable confidentiality obligations set forth in this or any other agreement are expressly waived with respect to such disclosures.

#### **17. CUSTOMS CLEARANCE**

17.1 Upon Buyer's request, Supplier will promptly provide Buyer with a statement of origin for all Items and with applicable customs documentation for Items wholly or partially manufactured outside of the country of import.

#### **18. GENERAL INDEMNIFICATION**

18.1 Except to the extent caused by Buyer's negligence or willful misconduct, Supplier will indemnify, defend Buyer at Buyer's discretion, and hold Buyer harmless from and against any allegation arising from or in connection with the development and manufacture of Items or Services or performance of Services by Supplier, its employees, officers, agents, representatives, or subcontractors, and Supplier will pay all losses, liabilities, and costs (including attorneys' fees) arising from the allegation. Supplier will maintain, at its sole cost and expense, customary insurance coverage and will name Buyer as additional insured.

#### **19. SOFTWARE AND DOCUMENTATION**

19.1 Supplier hereby grants to Buyer a fully paid, worldwide, royalty-free, non-exclusive, perpetual, irrevocable license under Supplier's Intellectual Property Rights to reproduce, publicly perform, publicly display, prepare derivative works of, distribute, use, and disclose the Software and Documentation. In connection with Buyer's transfer of the Items to a third party, Buyer may also transfer the Software and Documentation. Supplier agrees at no cost to transfer the license to the Software to the new owner under the same terms and conditions as granted to Buyer under this Purchase Order. Notwithstanding anything to the contrary in this Purchase Order, Supplier authorizes Buyer to disclose the terms of this section to third parties in connection with the transfer of Items.

#### **20. NEW DEVELOPMENTS**

##### **20.1 Default Terms**

(A) The parties agree that no New Developments are contemplated at this time. However, should any New Developments arise during the term of this Purchase Order, the terms and conditions of this New Developments section will apply absent a separate written agreement signed by the parties.

##### **20.2 No Conflicts**

(A) Supplier represents and warrants that Supplier has no outstanding agreement or obligation, and will not enter any

agreement or undertake any obligation that is or will be in conflict with any of the provisions of this Purchase Order, or that would adversely affect Buyer's rights to New Developments.

#### 20.3 Assignment

(A) Supplier hereby fully and irrevocably assigns and agrees to assign to Buyer, and shall ensure that each of its employees and contractors (where applicable) shall assign to Buyer, without any additional compensation, all right, title, and interest in and to all Intellectual Property Rights to New Developments. This assignment includes all Moral Rights to New Developments, to the maximum extent permitted by law. If such rights cannot be assigned pursuant to applicable law, Supplier agrees promptly to provide to Buyer written absolute waivers of Moral Rights from all of its employees and contractors who may hold Moral Rights in New Developments. Supplier will not register, file for, or obtain any rights in any New Developments in Supplier's or any third party's name.

#### 20.4 License Regarding any Retained Rights

(A) If under any applicable law or for any other reason, Supplier retains any right, title, or interest in any Intellectual Property Rights to New Developments, Supplier hereby grants to Buyer, without limitation or additional remuneration: (1) a worldwide, exclusive, royalty-free, irrevocable, perpetual, transferable license, with the right to sublicense, to make, have made, use, import, sell, offer to sell any New Developments and practice any method or process in connection with the New Developments, and (2) a worldwide, exclusive, royalty-free, irrevocable, perpetual, transferable license, with the right to sublicense, to disclose, copy, distribute, prepare derivative works of, display, perform, and otherwise exploit the New Developments.

#### 20.5 Additional Assistance

(A) Supplier agrees to execute and deliver to Buyer, whether during the term of this Purchase Order or thereafter, any additional documents necessary for Buyer to confirm or register its Intellectual Property Rights in the New Developments under the law of any country. Supplier further agrees to assist Buyer in enforcing all Intellectual Property Rights and other ownership rights to protect Buyer's exclusive interest in New Developments.

#### 20.6 Third Party Technology

(A) Supplier represents, warrants, and agrees that it will not incorporate any third party Technology into any New Developments without first notifying Buyer in writing and obtaining the written consent of Buyer. If Supplier incorporates any third party Technology into any New Developments or Services, Supplier warrants and represents that Supplier has obtained the necessary Intellectual Property Rights for Buyer to exercise all rights granted by Supplier under this Purchase Order.

#### 20.7 Supplier Background Technology

(A) Buyer agrees that this Purchase Order does not alter or amend Supplier's ownership of Intellectual Property Rights with respect to Supplier Background Technology. Supplier represents, warrants, and agrees that it will not incorporate any Supplier Background Technology into any New Developments without first notifying Buyer in writing and obtaining the written consent of Buyer. With respect to any Supplier Background Technology that Supplier incorporates, or instructs or authorizes Buyer to incorporate, into the New Developments, Supplier hereby grants to Buyer, without limitation or additional remuneration: (1) a worldwide, non-exclusive, royalty-free, irrevocable, perpetual, transferable license, with the right to sublicense, to make, have made, use, import, sell, offer to sell any New Developments and practice any method or process in connection with New Developments; and (2) a worldwide, non-exclusive, royalty-free, irrevocable, perpetual, transferable license, with the right to sublicense, to disclose, copy, distribute, prepare derivative works of, display, perform and otherwise exploit any Supplier Background Technology that Supplier incorporates, or instructs or authorizes Buyer to incorporate, into New Developments.

## 20.8 Third Party Agreements

(A) Supplier represents and warrants that all employees, contractors, and other third parties who perform work for Supplier in connection with any Items or Services, will have entered into written agreements with Supplier or are otherwise engaged under conditions which ensure, as a matter of fact and law, that the Intellectual Property Rights to the work they do is owned by Supplier and subject to the terms and conditions of this Purchase Order.

## 20.9 Progress Reports

(A) Supplier will provide Buyer with written or oral progress reports on all New Developments at such times as Buyer may specify.

## 20.10 Document Marking; Confidentiality

(A) Supplier will mark New Development Documentation "Intel Proprietary Information" and "Intel Confidential", and will provide all such New Development Documentation to Buyer no later than 15 days from Buyer's request. Any New Developments and New Development Documentation shall be considered the confidential information of Buyer, regardless of whether or not they are so marked.

## **21. MERGER, MODIFICATION, WAIVER, REMEDIES AND SEVERABILITY**

21.1 This Purchase Order (and addenda attached hereto), and including the CNDA contain the entire understanding between Buyer and Supplier with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment will be effective unless made in writing, dated and signed by a duly authorized representative of each respective party. Any additional or different terms made by Buyer through Buyer's Electronic Ordering Systems will be effective without any additional signature or writing requirements.

21.2 No waiver of any breach hereof will be held to be a waiver of any other subsequent breach.

21.3 Except as expressly provided otherwise in this Purchase Order, Buyer's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.

21.4 If any provision of this Purchase Order is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination will not affect the validity of the remaining provisions unless Buyer determines in its discretion that the court's determination causes this Purchase Order to fail in any of its essential purposes.

## **22. ASSIGNMENT**

22.1 Buyer may assign or delegate all, or any part, of its rights or obligations under this Purchase Order to any or all of its subsidiaries. Otherwise, neither party may assign or factor any rights in, nor delegate, any obligations or rights under this Purchase Order without the prior written consent of the other party. For purposes of this section, the acquisition, merger, consolidation or change in control of Supplier or any assignment by operation of law will be considered an assignment of this Purchase Order that requires Buyer's prior written consent. Buyer may cancel this Purchase Order for cause should Supplier attempt to make an unauthorized assignment of any right or obligation arising under this Purchase Order.

## **23. CHOICE OF LAW AND FORUM**

23.1 All matters arising out of or related to this Purchase Order, including without limitation all matters connected with its performance, will be construed, interpreted, applied and governed in all respects in accordance with the laws of the United States of America and the State of Delaware, without reference to conflict of laws principles. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Purchase Order. All disputes and litigation arising out of or related to this Purchase Order, including without limitation matters connected with its performance, will be subject to the exclusive jurisdiction of the courts of the State of Delaware or of the Federal courts sitting therein. Each party hereby irrevocably submits to the personal jurisdiction of such courts and irrevocably waives all objections to such venue.

## **24. DISPUTE RESOLUTION**

### 24.1 Dispute Resolution Process

(A) Subject to the Trade Secrets and Breach of Confidentiality Exception section below, any dispute arising out of or relating to this Purchase Order, whether based on contract, tort, or any other legal or equitable theory, will be resolved as follows: Either party will notify the other party of the dispute, and provide a detailed description of the basis for the dispute as well as any relevant supporting documents. Senior management of each party will then attempt to resolve the dispute. If the parties do not resolve the dispute within 45 days of the initial dispute notice, either party may provide

notice of its demand for formal dispute resolution through non-binding mediation. Within 30 days after the formal dispute resolution demand, the parties will meet for one day with an impartial mediator selected by mutual agreement and consider dispute resolution alternatives other than litigation. If the parties cannot agree on a mediator, they will each select one nominator, who must not at that time be employed by either party, and the two nominators will agree on and appoint the mediator. If the parties do not resolve the dispute or agree on an alternative method of dispute resolution within 60 days after the formal dispute resolution demand, either party may begin litigation proceedings.

#### **24.2 Trade Secrets and Breach of Confidentiality Exception**

(A) Either party at any time may, subject to section 13, seek an injunction or other equitable remedies against the other party for misappropriation of trade secrets or breach of confidentiality obligations without complying with the dispute resolution process in the Dispute Resolution Process section.

### **25. SPECIFIC PERFORMANCE**

25.1 Notwithstanding anything to the contrary in this Purchase Order, the failure of Supplier to provide an Item or perform a Service in accordance with the terms and conditions contained in this Purchase Order after the acceptance of a Release would cause irreparable damage to Buyer for which monetary damages would not provide an adequate remedy. Accordingly, in addition to any other remedy to which Buyer may be entitled, at law or in equity, Buyer will be entitled to injunctive relief to prevent breaches of the provisions of this Purchase Order by Supplier, and an order of specific performance to compel performance of such obligations in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction.

### **26. QUOTATIONS**

**26.1 ANY QUOTATION NUMBER OR ANY OTHER REFERENCE TO A QUOTATION ON THIS PURCHASE ORDER IS FOR REFERENCE PURPOSES ONLY AND THE QUOTATION TERMS AND CONDITIONS WILL NOT BE LEGALLY BINDING ON EITHER PARTY. BY SHIPPING ITEMS OR PERFORMING SERVICES DESCRIBED IN THIS PURCHASE ORDER, SUPPLIER THEREBY ACCEPTS BUYER'S TERMS AND CONDITIONS STATED ON THIS PURCHASE ORDER AND WITHDRAWS ANY OTHER TERMS AND CONDITIONS DESCRIBED IN SUPPLIER'S DOCUMENTS OR SUPPLIER'S ELECTRONIC ORDERING SYSTEMS. IN THE EVENT OF THE EXISTENCE OF ANY OTHER AGREEMENTS BETWEEN THE PARTIES, THE PRICE FOR ITEMS AND SERVICES DESCRIBED IN THIS PURCHASE ORDER WILL BE THE LESSER OF SUPPLIER'S QUOTED PRICE, OR THE PRICE DESCRIBED IN SUCH OTHER AGREEMENTS BETWEEN THE PARTIES.**

**FOR CHINA/VIETNAM, IT IS ESSENTIAL THAT ALL DOLLAR AMOUNTS, SUPPLIER NAME, ITEM DESCRIPTIONS, AND ALL OTHER PERTINENT DATA ON BOTH THE COMMERCIAL INVOICE AND SHIPPING INVOICE ARE ACCURATE AND MATCHING. FAILURE TO DO SO WILL RESULT IN CDS DOCUMENTATION ERRORS AND SUBSEQUENT PAYMENT DELAYS. IF PROVIDING A SERVICE CONSUMED AND PERFORMED OUTSIDE OF THE COUNTRY, YOU WILL NEED TO ACCURATELY INDICATE THIS IN YOUR BILLING DOCUMENTS/INVOICE. FOR PROPER CUSTOMS CLEARANCE AND PAYMENT PROCESSING, THE SERIAL NUMBER SHOULD BE DOCUMENTED ON THE SHIPPING/COMMERCIAL INVOICE AND PACKING LIST AND AN ADDENDUM MUST BE COMPLETED FOR ANY LINE ITEM THAT HAS KIT, ASSEMBLY (ASSY) OR SET IN THE DESCRIPTION.**

### **27. SURVIVAL**

27.1 The rights and obligations of the parties contained in the following sections, along with any other right or obligation of a party contained in any Addendum, Statement of Work or purchase specification, which the parties have indicated an intent to survive after this Purchase Order or by its nature would be reasonably be expected to survive after this Purchase Order, will survive after the delivery of Items to Buyer, performance of Services for Buyer, or the termination of this Purchase Order: Definitions; Pricing and Taxes; Termination; Inspection and Testing of Items; Acceptance and Warranty; Confidentiality and Publicity; Intellectual Property Rights Indemnification; Supply Line Protection; Hazardous Materials; Compliance with Laws and Rules; General Indemnification; Software and Documentation; New Developments; Merger, Modification, Waiver, Remedies and Severability; Assignment; Choice of Law and Forum; Dispute Resolution; Specific Performance; Quotations; Survival.

**Revision: Global PO (Non-EMEA) 2019ww47**

**Intel Confidential**

### **ADDENDUM TO TERMS AND CONDITIONS OF PURCHASE ORDER FOR ENTITIES IN INDIA:**

IF THIS IS A BLANKET PO AND THE AMOUNT REPRESENTED ON THIS PO IS ONLY AN ESTIMATE BUDGET. THE ACTUAL INVOICED AMOUNT MUST BE FOR GOODS/ SERVICES DELIVERED TO INTEL, AS VERIFIED



BYINTEL.

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\*BELOW INSTRUCTION IS APPLICABLE FOR ALL FOREIGN CURRENCY PO's ONLY  
(IF PO IS ISSUED IN INDIAN RUPEES, PLEASE IGNORE THIS PORTION) \*

The Government of India, department of Agriculture and cooperation, Ministry of Agriculture has passed a rule effective 1st April 2004 which is called Plant Quarantine (Regulation of Import into India)

Order 2003 that states "All consignments being imported into India by air and sea require a phytosanitary certificate from the country of origin. This is mandatory."

(i) "Packing material" means any kind of material of plant origin used for packing which includes hay, straw, wood shavings, wood chips, saw dust, wood waste, wooden pallets, dunnage mats, wooden packages, coir pith, peat or sphagnum moss etc."

#### HARDWARE PURCHASE

Supplier to send the Proforma Invoice (PI) referencing and matching the Purchase Order (PO) within 2 days from the date of receipt of the Purchase Order. The Proforma Invoice (PI) must be scanned and sent electronically to:

[gopi.j@intel.com](mailto:gopi.j@intel.com)

Along with the material the packing slip, commercial invoice to be handed over to Intel designated freight forwarder at the time of shipping. The commercial invoice should match the PI/Intel purchase order.

Mismatches between the Proforma Invoice, the Commercial Invoice and /or the Purchase Order will result in a delay of payment to the Supplier. Supplier must work with the Buyer to correct the Purchase Order at the time of acknowledgement. Under no circumstances should an invoice be submitted to Intel that does not match the purchase order exactly.

No partial shipment is allowed without Buyer's prior written permission.

Please note that if the PI / commercial invoice does not match with Intel PO, ANY expenses incurred by Intel, will be deducted from Supplier's invoice.

#### SOFTWARE PURCHASE/PROFESSIONAL SERVICES

A physical shipment (CD) to be shipped even if the software is available through electronic download.

The consignment (physical CD) should be handed over with invoice matching the purchase order, packing slip to Intel designated freight forwarder.

Intel will pay an amount, net of applicable Withholding Taxes.

\*END OF INSTRUCTIONS SPECIFIC TO FOREIGN CURRENCY PO\*

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#### INSTRUCTIONS FOR POs FOR ALL CURRENCIES:

To: Accounts Manager/ Customer Service Representative / Accounts Dept

SPECIFIC INSTRUCTIONS FOR PO RAISED FOR LEGAL ENTITIES IN INDIA - INTEL TECHNOLOGY INDIA PRIVATE LIMITED AND INTEL MOBILE COMMUNICATIONS INDIA PRIVATE LIMITED

#### GST RELATED REQUIREMENTS/INSTRUCTIONS: Intel Technology India Private Limited

No	Name of the State	GST Number	PAN	TAN	Address of principal place of business per GST registration
1	Karnataka	29AAACI5394J2Z3	AAACI5394J	BLRI00675D	23-56P, Devarabeeswara Varthur Hobli, Outer Road
2	Maharashtra	27AAACI5394J1Z8	AAACI5394J	BLRI00675D	Vibgyor Towers, 7th Floor Plot No. C62, "G" E Bandra Kurla Complex Bandra (East),
3	Delhi	07AAACI5394J1ZA	AAACI5394J	BLRI00675D	Block E, Upper Ground Floor International Trade Centre Nehru Place
4	Telangana	36AAACI5394J1Z9	AAACI5394J	AAACI5394J	8th Floor, Unit No. 808 Towers, Financial District Survey No. 115/1, Nanakramguda,

Please note GSTIN Number (GSTIN)

Intel Mobile Communications India Private Limited.

1	Karnataka	29AAFCM1216L1ZE	AAFCM1216L	BLRM11983G	23-56P, Deverabee Varthur Hobli, Outer Road
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Buyer reserves the right to seek written clarifications from the Supplier prior to initiating payment of invoices.

Original invoices or packing lists will be submitted and will include: purchase agreement number from the Purchase Order, Purchase Order number, line item number, Release number, part number, complete bill to address, description of Items, quantities, unit price, extended totals, GSTIN, location of supply, description of services, HSN / SAC code, applicable tax or other charges and all other requirements as per applicable law for Transaction Taxes.

All costs forwarded to Buyer for reimbursement of expenses agreed under the terms of this Purchase Order will be net of any reclaimable Goods and Services Taxes ("GST") incurred on such expenses. Buyer's payment will not constitute acceptance. Further, invoice has to be issued to the Buyer's office location where supplies are made.

Notwithstanding anything mentioned in the PO, Supplier agrees to invoice Buyer no later than 30 days after completion of Services or shipment of Items. Buyer will not be obligated to make payment against any invoices submitted after such period. The invoice so raised has to be received by Buyer within 7 days from the date of invoice.

Supplier undertakes to pass on the benefit of all taxes (wherever applicable) to the Buyer and to not charge anything beyond applicable tax rates as per law.

Supplier hereby agrees to indemnify Buyer for any loss of whatever nature, including but not limited to input tax credit or payment of additional transaction taxes, as incurred by Buyer, on account of Supplier's delayed compliance and/or non-compliance by Supplier.

To better facilitate timely process of your invoice, please ensure the following:

- \* Supplier MUST ensure they receive a copy of the PO BEFORE start any work for Intel.
- \* Supplier MUST reference the PO number on all communication (including invoices) with Intel.
- \* Invoice MUST reference the correct Intel legal entity (the "Bill To" Intel entity) as shown on the PO.
- \* Invoice MUST clearly state the invoice number, invoice date and currency.
- \* Invoice MUST be generated on the letterhead of the correct "supplier" name as shown on the PO.
- \* Supplier should update Intel's Purchasing Department with any changes in their banking or address information, else changes will not be reflected in payments. Please keep in mind that any changes informed to Intel Purchasing will take effect in one month's time.
- \* One invoice must reference only one PO. Invoice that reference multiple POs will be rejected by Intel's Accounts Payable and returned to the Supplier.
- \* Mismatch (in currency, Intel legal entity, PO amount, PO quantity) between invoice and PO will delay payment process. Many may result in the invoice being rejected and returned to the Supplier.
- \* Invoice must be in English (with the exception of Taiwan). Invoice can be sent c/o to the "Bill To" address as shown on the PO (attention: Accounts Payable) or directly to Account Payable at the below address:

Bill to: Full <Bill To> Entity Name as indicated in the PO

INTEL TECHNOLOGY INDIA PRIVATE LTD

ATTN: ACCOUNTS PAYABLE, MAIL STOP-1

CAMPUS 4B, ECOSPACE 1,

OUTER RING ROAD, BELLANDUR,

BENGALURU 560103, KARNATAKA

INDIA.

Please note that Intel's standard payment terms is net 60 days (starts the day Accounts Payable receives a valid and accurate original invoice from the Supplier). Any deviation from the standard payment term must be discussed with a buyer in the Purchasing organization. Any other general enquires should be made to the Purchasing's Customer Service Representative via web site or phone number listed below:

Intel's Website External Self-help portal

(<https://supplier.intel.com/static/misc/SelfHelp/IntelCorporation-Support.htm>)

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Country Toll Free Number for payment enquiries

Australia: 1800-145-795 Option 2

China: 800-820-1180+ 4851 Option 2

Hong Kong: 800-90-3406 Option 2

India: 000-800-600-1103

Indonesia: 001 80360 6232 Option 2

Japan: 0120-169170Option 2  
Korea: 080-023-0586Option 2  
Malaysia:1800-88-1635 Option 2  
New Zealand:0800-44-8729 Option 2  
Philippines: 1 800 1601 0227 Option 2  
Singapore:800-6011-618 Option 2  
Taiwan:00801-60-1365 Option 2  
Thailand: 1 800006097  
Vietnam: 120-65-0065Option 2  
United States:877-811-2574 Option 2  
Israel:1-800-94-94-94-9 Option 2  
Israel Hebrew:08-666-2399 Option 3, 3  
Ireland: 1800 550000, then when prompted 877 811 2574  
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\* INVOICEINFORMATION

- \* INTEL WILL REMITPAYMENT TO THE SUPPLIER NAME AND
  - \* ADDRESS LISTEDBELOW WITHOUT REGARD TO THE REMIT-TO
  - \* INSTRUCTIONS ONTHE INVOICE. CONTACT THE INTEL
  - \* BUYER TO MAKENECESSARY CORRECTIONS
- \*\*\*\*\*

**(India Addendum Rev 031518)**