- 1. Acceptance Of Order.

 1.1 Written acknowledgment or commencement of performance by Seller of this Order, whichever occurs first, shall constitute acceptance of this Order and all Buyer terms and conditions specified herein (Terms') and on the face hereof, including any specifications, drawings or other documents as are incorporated by reference

 1. In the event of conflict between the Terms and any other written agreement between the parties that specifically covers the same goods or services ("Separate Agreement"), the terms and conditions of the Separate Agreement shall prevail to the extent of such conflict, in the parties that specifically covers the same goods or services ("Separate Agreement"), the terms and conditions or the Separate Agreement, including, without limitation, those contained in Seller's order any differing or additional terms and conditions proposed by Seller and not contained in the Separate Agreement, including, without limitation, those contained in Seller's order acknowledgment or invoice.

 1.3 If this Order has been issued by Buyer in response to an offer from Seller and if any of the terms herein are additional to or different from any terms of such offer, then the issuance of this Order by Buyer shall constitute an acceptance of such offer subject to the express conditions that Seller agrees to such additional and different Terms contained herein, and Seller shall be deemed to have so agreed unless Seller notifies Buyer to the contrary in writing within tent (10) days of receipt of this Order.

 1.4 In the event that this Order is designated by Buyer as a blanket purchase order or scheduling order, as indicated on the face hereof at the pixing and during the time paried specified by providing order, as indicated on the face here of at the pixing and during the time paried specified by providing hereof.

 1.8 No modifications of this Order and its Terms shall be valid unknown within by

- separate subsequent revease or users as users. Learn action and the hereof.

 No modifications of this Order and its Terms shall be valid unless accepted in writing by Buyer's authorized representative.

 Buyer may, at its sole discretion, use electronic information exchange as a substitution for conventional paper based order. For the avoidance of doubt, these Terms of Buyer shall continue to apply to the Order(s) that are placed via electronic information exchange.

- Buyer may, at its sole discretion, use electronic information exchange as a substitution for conventional paper based order. For the avoidance of doubt, these Terms of Buyer shall continue to apply to the Order(s) that are placed via electronic information exchange.
 Products, Services And Software; Prices.
 Seller will sell to Buyer the products (the "Products"), provide to Buyer the services (the "Services") and/or license the software and user documentation (the "Software") as specified on the face of this Order. Seller will comply with the quantity and delivery requirements of this Order, however, any forceass for other information it may provide will not bind Buyer to Seller, and any expenditures or commitments by Seller in anticipation of Buyer's requirements will be at Seller's seller six and expense.
 Unless otherwise specified on the face hereof, any Software being procured under this Order is being iterated and on sold, and accordingly, the words "purchase," "sold," or similar or transferable, perpetual, nonexclusive, rayalty-fee, fully paid-up, worldwide license (the "License") to install reproduce and use the Software for internal use directly or as integrated into Buyer's products subject to the terms of this Order. In the event that Buyer is obtaining a license for source code of any of the Software, in order for Buyer to obtain compatibility with other independently created software programs, Buyer has the right to revise, disassemble, reengineer, decompile or otherwise after the Software to the extent necessary for interoperability or increased functionality. Seller also grants to Buyer a non-exclusive, royalty-free, worldwide license to use, import, distribute and offer for sale any copies of the software purchased that remain in the original shrink-wrapped packing, if goods include documentation striped by Seller algored that trenain in the original shrink-wrapped packing, if goods include documentation. Seller hereby waives and shall cause to b

Invoices And Payment.

- Invoices And Payment.

 Invoices And Payment.

 Invoices Shall be literated, submitted in duplicate and contain the following information: PO number or Document number on the face hereof, bill to company name/address, tax identification, ship to company name/address, invoice date, term number, description of good and services, sizes, quantities, unit prices, and extended ratios to addition to any other information specified desewhere herein. Payment of an invoice shall not constitute acceptant of any Products, Services or Software and shall be subject to adjustment for errors, or other failure of overchages, shortages or defects in the Products, Services or Software and shall be subject to adjustment for errors. n of goods overcharges, shortages or defects in the Products, Services or Software, or other failure of Seller to meet the requirements of the Order, Payment will be due as stated on the face hereof, but not prior to Buyer's acceptance of the Product, Service or Software. All payment will be made in the currency as specified in the face of the Order, if no such currency is specified, all payments will be made in the U.S. currency. Buyer, without liability to Seller, may deduct from any amounts due to Seller, any amounts owed to Buyer or any of Buyer's affiliates by Seller or any of Seller's affiliates under this Order or otherwise, and may withhold any payment without penalty to Buyer if Seller or otherwise, and payments without penalty to Buyer if Seller's amount of money to Buyer or Buyer's affiliates.
- amount of money to Buyer of Buyer affiliates.

 Where any tax included was not required. Seller shall notify Buyer and promptly take all necessary and proper steps to procure a refund and, when received, to pay it to Buyer forthwith. Buyer is entitled to withhold from payments to Seller any taxes that Buyer is required to withhold under any applicable law. Buyer shall provide Seller with a certificate from the applicable tax authorities to evidence such tax payment. In accepting this Order, Seller affirms that there are no prior defaults with regard to any previously issued Order.

- previously issued Order.

 Dolivery; Acceptance And Packaging.

 1.1 TIME IS OF THE ESSENCE UNDER THIS ORDER. Delivery will not be deemed to be complete until the Products. Services or Software have been accepted by Buyer. If delivery is not completed by the delivery date on the face hereof ("Delivery Date"), Buyer may, without liability, in addition to its other rights and remedies, cancel the Order in whole or in part.

 1.2 Buyer may refuse to accept early deliveries and may return them at Seller's risk and expense, after which they will be redelivered only upon Buyer's instructions, or may store them at Seller's risk and expense and delay processing the corresponding invoice until the Delivery Date.

- after which they will be redelivered only upon Buyer's instructions, or may store them at Seller's risk and expense and delay processing the corresponding invoice until the Delivery Date.

 Jate 1. If a papears that Seller will not meet the Delivery Date, Seller will (i) immediately notify Buyer and (ii) ship by air freight or other expedited routing, at Seller's expenses, if and in the manner requested by Buyer. If only a portion of the Products are available for shipment to meet the Delivery Date, Seller will notify Buyer and ship the available Products unless otherwise directed by Buyer. Acceptance by Buyer of late performance shall not wave Buyer's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller. Buyer may return any return and the seller of the seller of any rejection of any Product, Service or Software, Seller shall, at Buyer's opin, return Buyer for payment of the Products. Services and/or Software. Acceptance of any Products, Services and/or Software. Acceptance of any Products, Services and/or Services shall in no way release Seller of any of its obligations hereunder (warranty or otherwise) or to which Buyer may be entitled at law or in equity.

 Seller shall deliver the exact quantities as stipulated in this order, failing which, Seller shall be liable for all risks, loss and damage Buyer may suffer as a result of such non-compliance.

 Seller shall handle, pack and package the Products in conformance with good commercial practice, Buyer specifications, government regulations (including those applicable to chemicals and handle, pack and package the products in conformance with good commercial practice, Buyer specifications, government regulations (including those applicable to chemicals and handle, pack and package the remaining children from the production is conformance with good commercial practice, Buyer specifications,

- Simpments of the specifically provided on the face of this Order, shipments are DDP (as defined in Incoterms 2000) at Buyer's ship-to location ('Destination'). Title shall pass to Buyer upon acceptance of Products and Software at Destination
 Statement will be made by the carrier and method specified in this Order. If the face of this Order specifies that a shipment is EXW or FCA (as defined in Incoterms 2000), Buyer will be responsible for freight charges to the destination designated on the face hereof. Any costs incurred by Buyer as a result of Seller's failure to comply with Buyer's routing instructions shall be borne by Seller
- be borne by Seller.

 Shipments will be made by the carrier and method specified in this Order. If the face of this Order specifies that a shipment is EXW or FCA (as defined in Incoterms 2000), Buyer will be responsible for freight charges to the destination designated on the face here 5.3 Shi

TERMS AND CONDITIONS OF PURCHASE ORDER

- ncurred by Buyer as a result of Seller's failure to comply with Buyer's routing instructions shall be
- rine by Seiler.

 all shipments which are made by vessel into the United States of America, U.S. Customs and order Protection requires that an Importer Security Filing (ISF) be filled no later than 24 hours fore the cargo is laden aboard the vessel at the foreign port (see 19 C.F. R. \$149.2). For DDP ipments made pursuant to this Order, it is the responsibility of the Seller to file the ISF

- 6.1 Seller will permit, and cause its subcontractors to permit, Buyer, its direct or indirect customers, their respective representatives and any government representatives ("Representatives") to witness and inspect Products or Services and/or applicable documented information at any or all stages of their production or testing at any time at the facilities of Seller or any of its subcontractors. Seller will furnish, or cause to be furnished, without charge, all reasonable facilities and assistance for the safely and convenience of such persons in the performance of their duty.

 6.2 All Products and Services are subject to inspection and acceptance at Destination, notwithstanding any order numerator in insonation.
- any prior payments or inspection.

 Buyer may reject an entire lot based upon a sampling or inspect all units of the lot. Any such lot may be returned to Seller for one hundred percent (100%) retesting at Seller's cost. After the retesting.
- be returned to Seller for one hundred percent (100%) retesting at Seller's cost. After the retesting, the lot may be reinspected by Buyer. Buyer's acceptance is always conditional; Buyer may later reject Products or Services that exhibit or develop defects.

 6.4 This paragraph shall not limit Buyer's rights or Seller's obligations under any other provision of this order or in two or equity. It am acceptable quality level (including but not limited to the any specification or other performance criteria agreed upon) or a statement of work has been agreed upon when placing the Order, the quality specifications of Buyer contained therein shall be applicable in addition to these Term.

- upon when placing the Order, the quality specifications of Buyer contained therein shall be applicable in addition to these Term.

 7 Warranty
 7.1 Seller represents, warrants and covenants that (a) the Products, Services and Software shall: (a) be new and free from defects in workmanship, material, manufacture, and design and shall be free and clear of all liens, claims, encumbrances and other restrictions, (b) conform to specifications, any state of all liens, claims, encumbrances and other restrictions, (b) conform to specifications, any state of the particular purpose and sufficient for the use intended by Buyer. Selfer further variants that for the particular purpose and sufficient for the use intended by Buyer. Selfer further variants that for the particular purpose and sufficient for the use intended by Buyer. Selfer further variants that the purchase, sale, performance or license of the Products, Services and Software shall in no way infringe or otherwise violate any copyright, trade secret, trademark, patent or other proprietary right of any third party. Additionally, Seller represents, warrants and covenants that Software: (e) is free from any programming errors; and (f) does not contain any mailicious code, program or other internal component (e.g., computer virus, computer program, firmware or hardware or which could, in any manner, eveal, damage, destroy, or after any othat or other information accessed through or any manner, eveal, damage, destroy, or after any othat or other information accessed through or discharge any warranty obligations nowthstanding such modifications or following their removal by Buyer. The foregoing warranties are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by Buyer. Buyer's approval of Selfer's material or design shall not relieve Selfer of the warranties set fort the rein. Selfer's warranty shall be effective for a period of time as set forth on the face of this Order, or if no such period i

- Changes And Cancellations.

 Buyer may reschedule Delivery Dates, change Destinations, make any other changes (including changes to designs and specifications) with respect to this Order (Change Notification), or may cancel this Order, in whole or in part, at any time prior to delivery and acceptance by notice to Seller Changes as prospect by Buyer shall be deemed accepted if Seller does not object to such change within three (3) working days giving substantiated reasons for such objection and Seller agrees to subsequently implement such changes within fifteen (15) working days from receipt of the Change Notification.

 If any change by Buyer causes an increase or decrease in the cost of or the time required for performance of this Order, an equitable adjustment, as reasonably determined by Buyer, will be market to the Order price or delivers veherable, or but and the Driver will be mortified in writing.
- perconnects of this Order price or delivery schedule, or both, and the Order will be modified in writing accordingly. Otherwise, Buyer's sole liability with respect to changes or cancellation will be to reimburse Seller for the actual, reasonable and substantiated costs incurred by Seller as a direct result of the change or cancellation that Seller cannot recover either by shipping the Products to result of the charge or cancellation that orient various recover autre up anypring are a formation of other customers within a reasonable time or by exercising other mitigation measures in a commercially reasonable manner. If so directed by Buyer, Seller will deliver to Buyer or its designee all materials, work in process or completed times with respect to such Products and Services. Seller will not make any changes in material, process or design with respect to any Products and Services.

- Indemnity.

 SELLER WILL FULLY INDEMNIFY, DEFEND AND HOLD BUYER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, COSTS OR EXPENSES (INCLUDING SETTLEMENT COSTS AND ATTORNEYS FEES) (COLLECTIVELY, "LOSSES"), ARSING OUT OF OR RELATED TO, (A) ANY CLAIM THAT THE PRODUCTS, SERVICES OR SOFTWARE INFRINGES ANY PATENT COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER PROPRIETTARY OR INTELLECTULA PROPERTY RIGHT. (B)

 SELLER'S NEGLIGENCE OR SELLER'S PERFORMANCE OF, OR FAILURE TO PERFORM, ANY OF SELLER'S DOBLIGATIONS, AND (C), ANY AND ALL CLAIMS BY OR ON BEHALF OF SELLER'S SUBCONTRACTORS, MATERIALMEN, SELLERS, EMPLOYEES OR AGENTS, THE FOREGOING OF INCLUDING MILL AND IN CORADIO AND ALL CLAIMS BY OR ON BEHALF OF SELLER'S DISCONTRACTORS, MATERIALMEN, SELLERS, EMPLOYEES OR AGENTS, THE FOREGOING OR INCLUDING MILL AND IN CORADIO SENDING TOWN MILL AND IN CORADIO SENDING THE COST ON A SECOND MILLER TO SELLER'S MEDICAL OSS IN A USE TOWN MILL AND IN CORADIO SENDING THE COST ON THE PROPERTY RICH ON ADDRESS. SUBCONTRACTORS, AND ENGLABLES OF WHETHER THE LOSS IN QUESTION ARISES IN PLATFORM ARISES IN PART FROM ANY MEGLIGENT ACT OR OMISSION OF BUYER, FROM STRICT LIABILITY OF BUYER, FROM STRICT LIABILITY OF BUYER, OR OTHERWISE. SELLER WILL DEFEND THE CLAIM UTILIZING COUNSEL APPROVED BY BUYER, IN THE EVENT OF AN INFRINGEMENT CLAIM, SELLER WILL, AT APPROVED OF BUTLET, IN THE EVENT OF AN INFINITEMENT CLAIM, SELLER WILL, A SELLER'S EXPENSE: (A) IMMEDIATELY OBTAIN THE RIGHT FOR BUYER TO CONTINUE TO USE THE PRODUCTS, SERVICES OR SOFTWARE, OR (B) MODIFY THE PRODUCTS OR SERVICESSO AS TO RELIEVE THE PURPORTED INFRINCEMENT WHILE STILL COMPLYING WITH ALL THE REQUIREMENTS OF THIS ORDER, FOR PURPOSES OF THIS SECTION THE
- WITH ALL THE REQUIREMENTS OF THIS ORDER. FOR PURPOSES OF THIS SECTION THE TERM "BUYER" ALSO INCLUDES BUYER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS SELLER SHALL FURTHER INDEMNIFY BUYER. ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND CUSTOMERS AGAINST ANY LIBBILITY FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE CAUSED. THE PRODUCTOR OF SERVICES FERFORMED BY SELLER, FROM THE PROPERTY OF THE PRODUCTOR OF SERVICES FERFORMED BY SELLER, Seller shall carry and maintain insurance coverage salitation to Buyer to cover Seller's obligations set forth in subgraggraph (a) above, and upon Buyer's request, shall furnish Buyer with evidence of such insurance in a form satisfactory to Buyer.
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Non-Disclosure Of Confidential Information.

The existence and terms of this Order; any data, specifications, drawings, technology or other information or materials that relate to the business, technology, prospects, financial condition or other proprietary or confidential information or Buyer which Seler may obtain from Buyer or otherwise discover, and all Seleris information derived from or incorporating any of the foregoing shall be maintained by Seller as confidential using the same degree of care that Seller uses to protect its own confidential information or materials (but no less than reasonable care) and shall be used only for purposes of performing pursuant to the Order. Seller agrees not to use the name, or the order of the protect of the protect that the order of the protect of the protect

19 Buyer Property; Intellectual Property Rights

11.1 All tools, specifications, designs, or other property furnished to or paid for by Buyer in connection with his Order ('Buyer Property', shalf (a) le and remain Buyer's property, marked as such and kept segregated from other property, (b) be used only by Seller and only in performance of this Order, (c) not be moved from Seller's premises without Buyer written consent, (d) not be affixed to real property, (e) be kept free of all liens, claims, encumbrances, and restrictions, and (f) not be modified or allered by Seller or any other person. Seller will bear all risk of loss or damage to Buyer Property and Seller's shall insure Buyer Property at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer until its returned to Buyer. Upon Buyer request Seller will ship at Seller's expense all Buyer Property in good condition, ordinary wear and tear excepted, DDP (as defined in inocterms 2000) to Buyers ship-to location ("Destination"). Seller waives any legal or equitable rights or claims in connection with Buyer Property.

11.2 Seller hereby assigns (and agrees to cause to be assigned) to Buyer, as a work-for-hire, all rights, title and interest in and to any and all intellectual property rights with respect to all writings, software, drawings, designs, expressions of ideas, or other copyrightable material, mask works, inventions, improvements, developments and discoveries (collectively referred to as the "ideas") made conceived or reducate to practice by Seller soldy or in collaboration with others during the course of performance of this Order are the sole property of Buyer, Seller further agrees to assist Buyer, at Buyer's expones, to enable Buyer to obtain, perfect, defend, and enforce its rights in and to all such ideas, and in the execution of all applications, specifications, assignments, and all other instruments which Buyer shall deem necessary in order to apply for and obtain copyright protection, mask work registration and/or patent protection.

12. Limitation Of Buyer's Liability.

IN NO EVENT SHALL BUYER BE LIABLE FOR ANTICIPATED OR LOST PROFITS OR FOR SPECIAL, PUNITVE, INDIECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. BUYER'S TOTAL LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR NO CONNECTION WITH OR RESULTING FROM THIS ORDER OR FROM THE PERFORMANCE OR BREACH THEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE GOODS OR SERVICES OR UNIT THEREOF WHICH GIVES RISE TO THE CLAIM. BUYER EXPLICITLY REJECTS, AND SHALL NOT BE LIABLE FOR, ANY CANCELLATION CHARGES, LATE FEES, PENALTIES, OR LIQUIDATED DAMAGES.

Compliance With Laws.

1. Sellers shall comply with all federal, state, local and governmental agency laws, ordinances, rules and regulations in the manufacture and sale of the goods and in the performance of services covered in this Order. In addition, Seller shall comply with the Export Control Laws and regulations of the United States and any amendments thereof. While Seller is on Duyer's premises, Seller shall comply with Buyer's site policies, procedures, and programs relevant to Seller's provision of

shall comply with Buyer's ale policies, procedures, and programs relevant to Seller's provision of goods and/or services.

13.2 Safety, Security & Environmental Protection.

Supplier will comply with all Foundry environmental, health, safety, and security (including without limitation electronic information security) policies, procedures, and programs applicable to the services performed and which have been communicated to Supplier. Suppliers will also comply with material content restrictions (including the costs for compliance) specified in GLOBALFOUNDRIES FE-GOOS. Specification for Banned, Restricted and Declarable Materials Management. Suppliers performing work on Foundry property are responsible for obtaining a copy of the current version of Foundry's environmental. health is safely procedures (or hardbook, as applicable). Supplier special results are admitted to the process of the current version of Foundry's environmental. health as deply procedures (or hardbook, as applicable). Supplier shall ensure that this employees, agents, and subcontractors understand and comply with all applicable Foundry policies, procedures, and programs. Supplier shall ensure that this employees, and programs. Supplier shall ensure that this employees, and programs. Supplier shall ensure that the united States meets the requirements of the U.S. Toxic Substances Control Act.

13.3 Responsible Business Alliance (RBA) Code of Conduct. Its Supplier will familiarize themselves with the RBA Responsible Business Alliance (RBA) Code of Conduct in the RBA Code). The RBA Code provides guidelines for performance and compliance with critical corporate social responsibility policies. Supplier will comply with all elements of the Responsible Business Alliance (RBA) Code of Conduct in Supplier will comply with all elements of the Responsible Business Alliance (RBA) Code of Conduct in Supplier will comply with the RBA Code). The RBA Code provides guidelines for performance and compliance with critical corporate social responsibility policies.

Government Contracts

Government Contracts.

If the Products, Services or Software are to be used by Buyer in the performance of a government contract or subcontract, those clauses of the applicable government procurement regulations (including Executive Orders promulgated there under) that are required by federal law to be included in government contracts or subcontracts will be deemed to apply to this Order and will be incorporated by reference. The clauses so incorporated applying to Seller, as though Seller were a prime contractor, will be interpreted in such manner as will enable Buyer to meet its obligations arising out of the government contract or subcontract.

- 15. General Provisions.
 15.1 Selier shall not assign any of its right or obligation under this Order (including the right to receive monies due hereunder), nor subcontract any of the work to be performed by Selier hereunder, without the prior written consent of Buyer, and any purported assignment without such consent shall be void. Subject to the foregoing, this Order with bind and inure to the benefit of the parties and their respective successors and permitted assigns. Buyer may assign this Order at any time upon notice to Seliler

- respective successors and permitted assigns. Buyer may assign this Order at any time upon notice to Sellier.

 5.2 In the Committed of Buyer to enforce at any time any of the provisions of this Order, to exercise any time upon the selling of the provision of the provision betweth shall not now also because the selling or option provided herein, or to require at any time performance by Seller of any of the provisions herewith shall not now also because the provisions herewith shall not now a provision.

 15.3 Seller warrants that it has not offered or given and will not offer or give to any employee, agent or enfluencing such person with respect to the terms, conditions or performance of this Order or any influencing such person with respect to the terms, conditions or performance of this Order or any to contracts with Buyer.

 15. Seller and for such assume or create any obligation or liability of any kind on behalf of the other.

 15.5 Any provision of this Order that is invalid or unenforceable under applicable laws with respect to a particular party or circumstance will be severed from this Order with respect to a up the party or circumstance. The term including "means "including without limitation". The headings used in this Order have no legal effect.

16. Applicable Law, Consent to Jurisdiction and Walver of Jury Trial.

The Order and all disputes arising out of or related to the Order shall be construed in accordance with and governed by the laws of the State of New York excluding the United Nations Convention on Contracts for the International Sale of Goods. Services and Software provided hereunder shall be deemed to be "goods" within the meaning of the New York Uniform Commercial Code. The Parties agree that all actions or proceedings arising in connection with this Order shall be brought and litigated exclusively in the United States District Court for the Southern District of New York, or if there is no jurisdiction in such court, then in a state court in New York County, EACH PARTY WAIVES ITS RIGHTS TO A JURY TRIAL, IF ANY, OF ANY CLAIME OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS ORDER OR THE SUBJECT MATTER HEREOF.

17. Import/Export Requirements.

- ImportIExport Requirements.
 Slet argoes to comply with all applicable international and national export laws that apply to the
 Product, including the U.S. Export Administration Regulations, as well ase end-user, end-use, and
 destination restrictions issued by the U.S. and other governments.
 ZThe following requirement applies to shipments from the United States. The United States Foreign
 Trade Regulations (15 CFF Part 30) (FTR') require the submission of an export declaration for me shipments. Under the FTR, this declaration is referred to as the "EEI", which is submitted on the U. Government's Automated Entry System (AES). For purposes of the EEI/AES filling obligations, sell agrees to act as the U.S. Principal Party in Interest (USPPI) and shall prepare and file the EEI est required by applicable U.S. laws and regulations. Seller agrees to prepare and file the EEI est in those cases in which the shipment is performed by a freight forwarder or courier service directed by Buyer.

- Disputes; Default; Remedies; Attorney's Fees; Survival.

 1 Notwithstanding anything to the contrary in this Order, in the event (a) Seller fails to comply with any of the terms and conditions herein, (b) Seller fails to provide Buyer, upon request, with reasonable of the terms and conditions herein. (b) Seller fails to provide Buyer, upon request, with reasonable assurances of performance, or (c) Seller makes an assignment for the benefit of its creditors, a receiver is appointed for Seller, or any bankruptcy or insolvency proceedings are instituted by or against Seller, Buyer may (c) consider the same a breach of contract by Seller, (f) terminate this Order in whole or in part, without any liability or obligations to Seller, and (c) obtain products or services similar to the Products or Services spins such terms and in such manner as Buyer reasonably deems appropriate, and Seller will reimburse Buyer upon demand for all additional costs, direct or indirect, incurred by Buyer in procuring same, segmenter, the rights or remedies of the contract of the product of the seller will reimburse Buyer upon demand for all additional costs, direct or indirect, incurred by Buyer in procuring same, segmenter, the rights or remedies of the contract of the contract

19. Industrial Waste Management
Seller understands that waste, including toxic industrial waste and dangerous substance, in the form Seler understands that waste, including toxic industrial waste and cangerous substance, in the form of solid, liquid and/or gas, may be produced in the course of and/or is the waste product of Bluyer's business ('Industrial Waste'). Seller acknowledges that there are statutes and regulations in Singapore which govern the transportation, collection, disposal, removal, storage or importation of industrial Waste ('Statutes and Regulations'). Seller hereby undertakes that it will comply with all Statutes and Regulations and that it will obtain all requiste licenses in connection to the transportation, collection, disposal, removal, storage or importation of industrial Waste where applicable, failing which, Seller shall indemnify Buyer against all damages, losses and expenses arising out of or in connection to such non-compliance.

Supplier shall define, document, and implement a record retention policy and maintain records in a reasonable manner evidencing that Supplier has discharged its obligations. Supplier will allow GLOBALFOUNDRIES to audif Supplier's records to verify such compliance. GLOBALFOUNDRIES shall also have the right to assess or audif Supplier and any subcontractors for compliance with contractual and regulatory obligations. The control of records shall satisfy statutory, regulatory, organizational, and GLOBALFOUNDRIES' requirements. At Intimium, records relating to (but not limited to) purchase orders, production parts approval, tooling records (including maintenance and ownership), product and process design records, shall be retained for one (1) calendary year longer than such length of time that the Product, Service or Software is required for GLOBALFOUNDRIES' production or service requirements. The Supplier will provide the aforementioned recunder the applicable GLOBALFOUNDRIES specifications within 48 hours upon reque