

General Terms and Conditions for Suppliers

These Terms and Conditions (the “**Terms**”) are incorporated into this Agreement (as defined below) issued by Kulicke and Soffa Industries, Inc. and/or any of its Affiliates (as defined below) (“**Buyer**”) for the purchase of the Goods and/or Services (each as defined below).

1. Definitions

In these Terms:

- 1.1. **Affiliate** with respect to an entity means an entity that, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with such company, where “control” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of the entity;
- 1.2. **Agreement** means a binding contract (whether in paper or electronic form) between the Buyer and the Supplier as described in Section 2.1 below;
- 1.3. **Authorized Representative** means directors and officers of the Buyer, who shall be authorized to act on the Buyer’s behalf with respect to those matters contained herein;
- 1.4. **Country of Origin** means either (a) preferential country of origin; (b) non-preferential country of origin; or (c) preferential trade agreements, as the case may be;
- 1.5. **Goods** shall mean both tangible and intangible items, including any installment of the goods or any part or portion of them, software and related documentation, described in the PO to be supplied by the Supplier. References to the Goods shall, where appropriate, be deemed to include the Services;
- 1.6. **non-preferential country of origin** means the country of manufacture, production, or growth of any article of foreign origin. Could also refer to the last country where further work was performed, or material was added to an article to effect a

substantial transformation (based on a change in name/character/use);

- 1.7. **Party** means either the Buyer or the Supplier and **Parties** means both the Buyer and the Supplier;
- 1.8. **PO** means the purchase order issued by the Buyer to the Supplier;
- 1.9. **preferential country of origin** means Goods that satisfy the rules of origin under a free trade agreement and may receive preferential duty treatment;
- 1.10. **preferential trade agreements** or **free trade agreements** means a pact between two or more nations to reduce barriers to imports and exports among them. Under a free trade policy, goods and services can be bought and sold across international borders with little or no government tariffs, quotas, subsidies, or prohibitions to inhibit their exchange;
- 1.11. **Services** shall mean the services to be performed by the Supplier for K&S under this Agreement; and
- 1.12. **Supplier** means each person or entity (including, where relevant, its Affiliates) that enters into this Agreement.

2. Acceptance

- 2.1. These Terms, together with the PO, set forth the terms of the Buyer’s offer to purchase the Goods and/or Services from the Supplier, and becomes a binding agreement (**Agreement**) when accepted by the Supplier on the earlier of the Supplier’s: (a) signature of this Agreement; (b) written or electronic acknowledgement of the PO; (c) shipment or delivery of the Goods; (d) commencement of work or services; or (e) acceptance of payment from the Buyer.
- 2.2. Additional or different terms to this Agreement proposed by the Supplier shall not be applicable, unless accepted in writing by an Authorized Representative and made a part of the PO. No acceptance by the Buyer of or payment for the Goods and/or Services hereunder shall be deemed a waiver of the foregoing or an acceptance of any additional or different terms contained in

any acknowledgement, invoice or other form sent or delivered by the Supplier to the Buyer. No usage of trade or course of dealing shall serve to alter or supplement the terms and conditions herein stated.

- 2.3. The Buyer reserves the right at any time to make changes to drawings and specifications as to any material and/or work covered by the PO. Any difference in price or time for performance resulting from such changes shall be subject to the Buyer's written consent.

3. Price

- 3.1. All prices quoted in this Agreement shall be: (a) fixed and shall not be subject to increase without the Buyer's prior written consent; and (b) complete and no additional charges will be added without the Buyer's prior written consent, including but not limited to license fees, shipping, packaging, insurance or storage costs.
- 3.2. The Supplier warrants that such prices are not more than the lowest prices charged by the Supplier to other similarly situated customers for similar quantities of Goods of similar kind and quality.
- 3.3. Unless otherwise stated in the PO, the price includes all taxes, duties, levies and other charges imposed by any governmental authorities on the sale, shipment or delivery of the Goods and/or the performance of the Services under this Agreement except that where the Goods and/or Services are subject to goods and services, value added, sales or similar taxes, the amount legally due shall be specified as a separate item on a tax invoice issued in compliance with the relevant tax regulations.

4. Invoice and Payment

- 4.1. All deliveries must be completed without additional charges to the Buyer unless otherwise specified in the PO.
- 4.2. The Supplier's invoice must: (a) state the PO number; (b) include any documents reasonably requested by the Buyer evidencing the Inspection (as defined below); (c) where applicable, include the Country of Origin of the Goods; and (d) be in

accordance with the details in the PO regarding the description of the Goods, price, quantities and any other information. Additionally, and to the extent applicable, the Supplier may be required to identify the Country of Origin of the Goods on its pro forma invoice accompanying the shipment, and in any other format as the Buyer may direct, including but not limited to the Supplier's proposals and Supplier's certifications in electronic, and/or scan-readable format.

- 4.3. For an Agreement relating to the Services, whereby work is commissioned on hourly rates, the Supplier shall maintain complete and accurate records of the timesheet and shall furnish such timesheet at the request of the Buyer.
- 4.4. Any invoice not following the above applicable requirements may be rejected, or otherwise waived, at the sole discretion of the Buyer.
- 4.5. Payment is conditional upon the Goods and/or Services in the sole opinion of the Buyer being found to be in accordance with the PO. For clarity, payment made by the Buyer shall not affect its rights relating to defects in the Goods and/or Services.
- 4.6. The Buyer's payment term is sixty (60) calendar days from receipt of the Supplier's invoice or such other period as may be agreed between the Parties and as indicated on the PO. The Buyer's payment will be made during month end of the due date subject to withholding tax requirements, in a format acceptable to the Buyer, unless the Buyer otherwise specifies in the PO. The Supplier shall be responsible for arranging foreign exchange clearance, if any, and for meeting costs in the country to which funds are being remitted and all charges, fees, costs and other amounts associated therewith shall be borne by the Supplier.
- 4.7. The Supplier acknowledges and agrees that any amount to be paid by the Buyer to the Supplier may be paid on the Buyer's behalf by another legal entity belonging to the Buyer's group of companies and/or a third party designated by the Buyer. The Supplier shall treat such payment as if it were made by the Buyer itself and, accordingly, the

- Buyer's obligation to pay to the Supplier shall automatically be satisfied and discharged in the amount paid by such other entity.
- 4.8. The Buyer shall be entitled at all times to set off any amount owing from the Supplier to the Buyer or any of its Affiliates against any amount due or owing the Supplier.
- 4.9. In the event that the Buyer in good faith disputes an invoice submitted by the Supplier, the Buyer may withhold payment of any amount subject to the dispute; provided, however, that: (a) the Buyer will continue to pay all undisputed amounts in accordance with this Agreement; and (b) the Buyer will notify the Supplier in writing, of any disputed amounts and the reason for any dispute by the due date for payment of the invoice containing any disputed amounts. In the event of a dispute regarding the amount of any invoice, or portion thereof, the Parties will use all reasonable efforts to resolve such dispute within thirty (30) calendar days after the Buyer delivers written notification of such dispute to the Supplier. Each Party will provide full supporting documentation concerning any disputed amount or invoice within thirty (30) calendar days after the Buyer delivers written notification of the dispute. Unpaid fees that are under good faith dispute will not be considered a basis for default hereunder. To the extent that a dispute regarding the amount of any invoice cannot be resolved pursuant to this Section 4.9, the dispute resolution procedures set forth in Section 18 shall apply.
- ## 5. Delivery Schedule
- 5.1. The Supplier shall deliver the Goods and/or perform the Services within the specified delivery date(s) or timelines as set out in or attached to the PO or otherwise agreed between the Supplier and the Buyer in writing (the "**Agreed Delivery Date**") in accordance with handing-over procedures set forth in Section 5.3 below or otherwise instructed by the Buyer in writing. In respect of the delivery of the Goods, the Supplier shall prepare all shipping documents (where applicable) in accordance with the applicable domestic and international trade/customs regulations.
- 5.2. Delivery shall be deemed completed at the moment receipt has been acknowledged by the Buyer in writing, but this shall not constitute acceptance of the Goods.
- 5.3. The Supplier shall, concurrently with the delivery of the Goods, provide the Buyer with copies of all applicable licenses. Each delivery of Goods to the Buyer shall include a packing list which contains at least: (a) the applicable order number; (b) the Buyer's part number; (c) the quantity shipped; (d) the date of shipment; (e) any applicable material safety data sheets. The Supplier shall pack, mark and ship the Goods in accordance with sound commercial practices and the Buyer's specifications in such manner as to prevent damage during transport and to facilitate efficient unloading, handling and storage, and all Goods shall be clearly marked as destined for the Buyer. Hazardous goods must bear prominent warning on all packaging and documents, including special handling instructions as may be necessary to advise carriers, the Buyer, and their respective representatives on the relevant safety measures. The Supplier shall be responsible for any loss or damage incurred by the Buyer due to its failure to properly preserve, package, handle, or pack the Goods and, accordingly, the Buyer shall not be required to assert any claims for such loss or damage against the common carrier involved.
- 5.4. Where applicable, all shipping paperwork and invoices must contain the Country of Origin, proper description of the item(s) being shipped, and purchase price. Shipments from outside of the United States must include the Harmonized Tariff Schedule (HTS) number along with the appropriate paperwork.
- 5.5. In case the Buyer proposes a change of the Agreed Delivery Date or directs a temporary suspension of scheduled shipments, the Supplier shall make maximum efforts to accept such proposal, it being acknowledged that neither of which shall entitle the Supplier to a modification of the price for the Goods and/or Services covered by the PO.

5.6. Time shall be of essence. If the Agreed Delivery Date is delayed or likely to be delayed, the Supplier shall immediately notify the Buyer of the reasons thereof and possible delivery dates and shall fully comply with the Buyer's instructions. The Buyer shall be entitled to refuse acceptance of the Goods and/or Services which are not delivered on the Agreed Delivery Date or cancel the PO without prejudice to its other rights and remedies at law or equity, and the Buyer shall not be liable to the Supplier for any damages arising from such refusal or cancellation.

6. Inspection and Acceptance

6.1. Upon delivery to the Buyer, the Buyer shall make an inspection after installation of the Goods and/or delivery of the Services, to decide the acceptance or rejection of the Goods and/or Services (the "**Inspection**"). The Inspection shall be made in accordance with the method determined by the Buyer, unless otherwise stated in the PO.

6.2. As part of Inspection, the Buyer may, at any time, inspect the Goods or the manufacturing process for the Goods. If any inspection or test by the Buyer is made on the premises of the Supplier, the Supplier shall provide reasonable facilities and assistance for the safety and convenience of the Buyer's inspection personnel.

6.3. If the Buyer does not accept any of the Goods and/or Services, the Buyer shall promptly notify the Supplier of such rejection, and Section 8 below shall apply. Within two (2) weeks from such notification, the Supplier shall collect the Goods from the Buyer at its own expense or shall promptly re-perform the Services in accordance with the Buyer's instructions. If the Supplier does not collect the Goods within said two (2) week period, the Buyer may have the Goods delivered to the Supplier at the Supplier's cost, or with the Supplier's prior consent destroy the Goods, without prejudice to any other right or remedy the Buyer may have under this Agreement, at law or equity.

6.4. Inspection or acceptance of or payment for the Goods by the Buyer shall not release the Supplier from any of its obligations,

representations or warranties under this Agreement.

7. Warranties on Goods and Services

7.1. **Warranties on Goods.** The Supplier warrants to the Buyer that:

- (a) the Goods supplied are free of any liens, security interests and other encumbrances;
- (b) the Goods supplied shall conform to the appropriate specifications, drawings, or samples and shall otherwise be free from defects in materials or workmanship for a period of (12) twelve months after the acceptance by the Buyer under this Agreement, unless otherwise specified;
- (c) the Supplier shall not, without prior written consent of the Buyer, make any changes affecting the Goods, including but not limited to process or design changes, changes affecting mechanical form or fit, function, or changes which may otherwise affect the reliability or quality of the Goods;
- (d) all required licenses in relation to the Goods are and shall remain valid and in place, that the scope of such licenses shall properly cover the intended use of the Goods and all such licenses shall include the right to transfer and the right to grant sublicenses;
- (e) the Goods, their export, importation, use or resale will not infringe the intellectual property rights of any third party and that the Supplier holds the necessary titles or licenses in order to license to the Buyer any intellectual property right of every component of the Goods provided to K&S; and
- (f) the Goods will be fit for the purposes held out by the Supplier or made known to the Supplier when the PO is placed and shall be of satisfactory quality.

7.2. Warranties on Services. The Supplier warrants to the Buyer that:

- (a) the Services shall be performed with due skill and care, using the proper materials and employing sufficiently qualified staff;
- (b) the Services shall be performed in an expeditious, proper and workmanlike manner, in accordance with best industry practices and commercial and professional standards;
- (c) the Services, their performance and/or acceptance thereof will not infringe the intellectual property rights of any third party; and
- (d) the Supplier shall be fully liable for any and all third parties with which it has contracted in connection with the Services.

7.3. The above warranties shall not be deemed to exclude the Supplier's standard warranties or other rights or warranties which the Buyer may have or obtain, shall survive any delivery, inspection, acceptance, payment or resale of the Goods, and shall extend to the Buyer and its customers.

7.4. Acceptance of, or payment for, all or any part of the Goods and/or Services furnished under this Agreement shall not be deemed to be a waiver of the Buyer's right to cancel or return or reject all or any part thereof because of failure to conform to this Agreement or by reason of defects, latent or patent, or other breach of warranties, or to make any claim for damages, including manufacturing costs and loss of profits or other special damages occasioned to the Buyer. For avoidance of doubt, the warranties in this Section 7 are cumulative and in addition to any other warranty or remedy provided by law or equity.

8. Non-Conformity of Goods and/or Services

8.1. If any Good or Service is defective or otherwise not in conformity with the requirements of this Agreement, the Buyer

shall notify the Supplier and may, without prejudice to any other right or remedy available to it under this Agreement, at law or equity, at its sole discretion:

- (a) claim a full refund of the price paid under this Agreement;
- (b) seek a discounted price for the non-conforming Goods or non-performing Service according to the degree of inferiority, extent of damage and amount of the actual loss suffered by the Buyer;
- (c) require the Supplier promptly to remedy the non-conformance or to replace the nonconforming Goods with Goods meeting the specifications, or re-performance of any non-conforming Services, free of charge to the Buyer, within the period designated by the Buyer; and/or
- (d) withhold payments or claw back the amount allocable to the non-conforming Goods and/or Services.

8.2. The Supplier shall bear all cost of repair, replacement and transportation of the nonconforming Goods, and shall reimburse the Buyer in respect of all costs and expenses (including, without limitation, inspection, handling and storage costs) reasonably incurred by the Buyer in connection therewith.

8.3. Risk in relation to the nonconforming Goods shall pass to the Supplier upon the date of notification thereof.

9. Transfer of Risk and Title

9.1. All risks of loss or damage to the Goods shall pass in accordance with the agreed trade terms in the PO. All trade terms used herein shall be interpreted in accordance with INCOTERMS® 2010. Title in the Goods shall pass to the Buyer when the Goods are accepted after the completion of the Inspection.

9.2. All machinery, tools, drawings, specifications, raw materials and any other property or materials furnished to the

Supplier by the Buyer either directly or indirectly, or paid by the Buyer, for use in the performance of this Agreement, shall be and remain the sole exclusive property of the Buyer. The Supplier shall bear the risk of, loss of and damage to such property of the Buyer. Upon the request of the Buyer, such property shall be immediately released by the Supplier to the Buyer or delivered to the Buyer by the Supplier. All such property not so accounted for or returned shall be paid for by the Supplier.

- 9.3. The Buyer's property shall at all times be properly housed and maintained by the Supplier and shall not be used by the Supplier for any purpose other than the performance of this Agreement, and all information with respect thereto shall be the Buyer's confidential and proprietary information.

10. Intellectual Property

- 10.1. All rights in and titles to all Goods and Services (including future deliverables) and other data, reports, works, inventions, drawings, specifications, know-how, software, improvements, designs, devices, apparatus, practices, processes, methods, drafts, prototypes, products and other work product or intermediate versions thereof produced or acquired by the Supplier, its personnel or its agents for, or in connection with, the Buyer under this Agreement shall become the Buyer's property, including but not limited to as related to the Goods and/or Services. The Supplier shall not use any intellectual property rights of the Buyer (including but not limited to those set forth in this Section 10.1) to provide goods or services to any third party without the express written consent of the Buyer, where such written consent must be signed by the Authorized Representative.

- 10.2. The Buyer shall retain all rights in any samples, data, works, materials, technical knowledge, intellectual and other property provided by the Buyer to the Supplier.

- 10.3. The Supplier shall not have any right, title or interest in or to any of the Buyer's or any of its Affiliates' samples, data, works, materials, trademarks and intellectual and other

property nor shall the supply of the Goods and/or Services alone or in any combination or the supply of packaging containing the Buyer's or any of its Affiliates' trademarks or trade names give the Supplier any right or title to these or similar trademarks or trade names. The Supplier shall not use any trademark, trade name or other indication in relation to the Goods and/or Services alone or in any combination without the Buyer's prior written approval and any use of any trademark, trade name or other indication as authorized by the Buyer shall be strictly in accordance with the instructions of and for the purposes specified by the Buyer or any of its Affiliates.

- 10.4. The Supplier shall indemnify and hold harmless the Buyer and its Affiliates, its agents, officers, directors, employees, successors and assigns and anyone selling or using any of the Buyer's products in respect of any and all claims, damages, costs and expenses (including but not limited to loss of profit and reasonable attorneys' fees) in connection with any third party claim that any of the Goods and/or Services alone or in any combination or their use infringes any patent, trademark, copyright (including portrait rights and moral rights), trade name, trade secret, license or other proprietary right of any other party or any intellectual property right, or, if so directed by the Buyer or any of its Affiliates, shall defend any such claim at the Supplier's own expense.
- 10.5. The Buyer shall, as soon as practicable, give the Supplier written notice of any such claim. The Supplier shall provide all assistance in connection with any such claim as the Buyer or any of its Affiliates may reasonably require.
- 10.6. Without prejudice to any other right or remedy the Buyer may have under this Agreement, at law or equity, if any Goods and/or Services alone or in any combination, supplied under this Agreement are held to constitute an infringement and if their use is enjoined, the Supplier shall, as directed by the Buyer, at its own expense, either:
 - (a) procure for the Buyer or any of its Affiliates or customers the right to

- continue using the Goods and/or Services alone or in any combination; or
- (b) replace or modify the Goods and/or Services alone or in any combination with a functional, non-infringing equivalent.
- 10.7. If the Supplier is unable either to procure for the Buyer or any of its Affiliates the right to continue to use the Goods and/or Services alone or in any combination or to replace or modify the Goods and/or Services alone or in any combination in accordance with the above, the Buyer may terminate this Agreement and upon such termination, the Supplier shall reimburse to the Buyer or any of its Affiliates the price paid, without prejudice to the Supplier's obligation to indemnify the Buyer as set forth herein.

11. Indemnification

The Supplier shall indemnify and hold harmless the Buyer and its Affiliates, its agents, officers, directors, employees, successors and assigns and anyone selling or using any of the Buyer's products, from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature (including but not limited to special, indirect, incidental or consequential damages), whether arising before or after completion of the delivery of the Goods and/or performance of the Services covered by this Agreement, in any manner caused or claimed to be caused by the acts, omissions, faults, breach of express or implied warranty, breach of any of the provisions of this Agreement, or negligence of the Supplier, or of anyone acting under its direction or control or on its behalf, in connection with Goods and/or Services furnished by the Supplier to the Buyer under this Agreement.

12. Termination

- 12.1. In the event:
- (a) the Supplier is in material breach of this Agreement;
- (b) the Supplier is insolvent;

- (c) the Supplier files a voluntary petition of bankruptcy; or
- (d) a third party files an involuntary petition to have the Supplier declared bankrupt,
- the Buyer shall have the right to terminate this Agreement and other contracts with the Supplier.
- 12.2. The Buyer may terminate this Agreement in whole or in part at any time for any reason whatsoever by giving not less than thirty (30) calendar days prior written notice of termination to the Supplier and the Buyer shall only be liable to pay for that part of the Goods and/or Services provided in compliance with the terms of this Agreement prior to the date on which such termination takes effect. Payment of such compensation is the sole and exclusive remedy of the Supplier for termination of this Agreement by the Buyer hereunder and, accordingly, the Supplier shall not be entitled to, and hereby waives, claims for lost profits, consequential losses and all other damages and expenses.
- 12.3. Upon receipt of the notice to terminate in accordance with Section 12.2 above, the Supplier, upon the direction from the Buyer, shall terminate work under this Agreement, including work by any subcontractors outstanding hereunder, and take any necessary action to protect property in the Supplier's possession in which the Buyer has or may acquire an interest.
13. Compliance with Laws, Regulations and Supplier Code of Business Conduct
- 13.1. The Supplier shall at all times comply with all applicable laws, regulations, rules, ordinances, decisions and orders of any applicable governmental authorities ("Laws"), including, but not limited to, Laws prohibiting corrupt payments, anti-money laundering, anti-terrorism financing, unfair competition or economic espionage and Laws pertaining to anti-slavery, human trafficking, fair labor, equal opportunity, data protection and environmental compliance.
- 13.2. If the Supplier is a person or legal entity doing business in the United States, and the Goods and/or Services are sold to the Buyer

under federal contract or subcontract, all applicable procurement regulations required by federal statute or regulation to be inserted in contracts or subcontracts are hereby incorporated by reference.

13.3. The Supplier shall monitor its own supply chain to ensure it does not, in performing its obligations under this Agreement, procure or use any resources, materials, goods or services from supplier or contractors which use forced labour.

13.4. For clarity, the Supplier shall not permit any third party to access the Buyer's personal data nor appoint any third party processor of the Buyer's data, unless otherwise permitted by the Buyer in writing. In the performance of this Agreement, the Supplier shall comply with all the applicable legislations regarding personal data protection, including but not limited to the European Data Protection Directive (Directive 95/46/EC) as well as the reasonable instructions provided by the Buyer with regard to the processing and protection of the personal data by the Supplier.

13.5. The Supplier represents that: (a) it is not listed on any national or international economic sanctions list, denied party list and/or entity list, including, but not limited to, the lists of designated persons (including military end users) published by the United Nations, the United States, Singapore or any country of the European Union (collectively, "**Sanctions Lists**"); and (b) it is not owned as to fifty percent (50%) or more, controlled or managed by any persons or entities, individually or collectively, designated on a Sanctions List (whether directly or indirectly).

13.6. The Supplier shall comply with all applicable export and import laws and regulations, including those of the United States, Singapore or any country of the European Union when exporting or importing products and technical data.

13.7. The Supplier warrants that it has knowledge of and undertakes to comply with the applicable export and import laws, regulations, orders and policies, including those of the United States, Singapore, or

any country of the European Union (including, but not limited to, all necessary clearance requirements, export and import licenses and exemptions, and making all proper filings). The Supplier further agrees to indemnify the Buyer for any failure to comply with applicable export and import laws.

13.8. The Supplier agrees that it will not export, re-export, resell or transfer any export controlled commodity, technical data or software: (a) in violation of such limitations imposed by the United States or any other appropriate national government authority; or (b) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals. The Supplier acknowledges and agrees that diversion contrary to the applicable export and import laws is strictly prohibited.

13.9. If any of the Goods purchased is export-controlled under any Multilateral Export Control Regimes, Strategic Goods Control Act, the International Traffic in Arms Regulations (22 CFR §§ 120-130), the United States Munitions List (22 CFR § 121.1), Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series or controlled on a military strategic goods list, the Supplier agrees to provide the Buyer's Trade Compliance Team (trdcompl@kns.com) and the contact listed on the PO with a written notification that identifies the export-controlled Goods and such Goods' export classification.

13.10. The Supplier agrees that it shall comply in all respects of the Buyer's supplier code of business conduct (the "**Code**"), a copy of such Code (or a letter agreement addressed to the Supplier which sets out a modification to such Code) shall be made available by the Buyer to the Supplier upon entering into this Agreement and all provisions set forth in the Code shall be deemed incorporated into this Agreement by reference.

13.11. Where applicable, the Supplier agrees that it has processes to exercise reasonable diligence in providing accurate information relating to Country of Origin, to support preferential origin, free trade and treatment.

13.12. The Supplier agrees and acknowledges that the Buyer has relied on the Supplier's representations, warranties and undertakings under this Section 13, including the Code, in deciding to enter into this Agreement. Accordingly, the Buyer shall have the right to terminate this Agreement immediately in reliance of Section 12.1(a) above if the Buyer determines, in its reasonable judgment, that the Supplier is in breach of any of the relevant representations, warranties or undertakings as contemplated under this Section 13.

14. Insurance

14.1. Without limitation of the Supplier's obligations and responsibilities, the Supplier shall maintain and shall ensure its sub-contractors maintain for the duration of this Agreement, all insurances including but not limited to worker's compensation, employer's liability, comprehensive general liability (including product liability and contractual liability) and such other insurances required by law in connection with this Agreement. Each such insurance shall: (a) name the Buyer and all of its Affiliates as additional insured with respect to claims arising out of the operations of the Supplier under this Agreement; and (b) include a waiver of subrogation rights against the Buyer. The provisions of this Section 14 shall in no way limit the liability of the Supplier under this Agreement.

14.2. The Buyer may request, at its sole discretion, for the Supplier to furnish: (a) certified true copies in English of any policy contemplated in Section 14.1 above, including any alterations, endorsements or renewals thereof; or (b) certificate of insurance signed by the insurer or its authorized representative giving evidence of the existence of such insurance.

14.3. Each insurance policy required herein will not be cancelled unless the Buyer has been given at least thirty (30) calendar days' prior written notice.

14.4. If this Agreement covers the performance of labor for the Buyer, the Supplier agrees to indemnify and protect the Buyer against all liabilities, claims, and demands for injuries and damage to any person or property

growing out of the performance of this Agreement.

15. Confidentiality

15.1. The Supplier agrees to maintain as confidential this Agreement and any other documents relating hereto and that it will not disclose, or permit disclosure, of this Agreement or any information contained herein, for any reason whatsoever, to any third party unless explicitly permitted to do so in writing by the Buyer. The Supplier recognizes that the loss to the Buyer which could arise from a breach of the confidentiality obligation contained herein cannot be responsibly and adequately compensated in damages in an action at law. Therefore, the Supplier expressly agrees that the Buyer, in addition to any other rights and remedies which it may possess, shall be entitled to injunctive relief to prevent a breach of confidentiality obligations contained herein.

15.2. For avoidance of doubt, the confidentiality obligations in this Section 15 shall be in addition to (and shall not replace) the terms and conditions of any non-disclosure agreements entered into, or will be entered into, by and between the Supplier and the Buyer.

16. Force Majeure

16.1. Neither Party will be liable to the other Party, including not being liable to any damages incurred by the other Party, for the delay in performing or failure to perform any of its obligation under this Agreement due to insurrection, prohibitive governmental restrictions, war, terrorism, natural disasters, pandemic, epidemic, cyberwarfare, cyberattacks resulting in the failure, malfunction or unavailability of telecommunications, data communication and computer system or any other similar events beyond either Party's reasonable control (each, a "**Force Majeure Event**").

16.2. Either Party affected by a Force Majeure Event shall notify the other Party in writing when such Force Majeure Event causes a delay or failure in performance, outline the remedial measures and shall do everything within its power to resume full performance

of this Agreement as soon as reasonably possible.

- 16.3. If a Force Majeure Event results in a shortfall of Goods (or components critical to the manufacturing of such Goods) to be supplied under this Agreement, the Supplier shall take all reasonable efforts to mitigate against such shortfall of Goods (or components critical to the manufacturing of such Goods), including obtaining from secondary sources at the Supplier's own risk and cost. Any quantity of Goods consequently not delivered will be deducted from any applicable remaining quantity obligation under this Agreement unless the Parties agree otherwise in writing.
- 16.4. No Force Majeure Event shall have the effect of extending the term of this Agreement or of terminating this Agreement. Without prejudice to the foregoing, if any Force Majeure Event continues for a period of more than thirty (30) calendar days, the Buyer may elect to terminate this Agreement by giving notice in writing to the Supplier.
- 16.5. For avoidance of doubt, either Party's financial hardships or instability incurred when performing an obligation under this Agreement or, in respect of the Supplier, the occurrence of any strikes involving the Supplier's employees, breach of contract by the Supplier's third parties, inability by the Supplier to secure the necessary licenses, legal or administrative permits or authorizations in relation to the Goods and/or Services shall not be categorized as a Force Majeure event.

17. Business Continuity

The Supplier acknowledges that single points of failure exist within the supply chain and agrees to take all reasonable efforts, including cooperation with the Buyer on remedial measures, to mitigate the risk of business interruption. Efforts include, but are not limited to, the creation and implementation of a comprehensive disaster recovery plan, periodic testing to ensure the plan remains valid and executable, and supply chain/base analysis and programs to eliminate exposure to single points of failure including tooling, materials and any other

components critical to the manufacturing of such Goods.

18. Governing Law and Dispute Resolution

- 18.1. If the relevant Buyer's entity is: (a) Kulicke and Soffa Industries, Inc., the governing law shall be the laws of the Commonwealth of Pennsylvania, USA, the venue shall be Pennsylvania, USA, the arbitration rules shall be the International Arbitration Rules of the American Arbitration Association, International Centre for Dispute Resolution, and the seat shall be Pennsylvania, USA; and (b) an Affiliate of Kulicke and Soffa Industries, Inc., including but not limited to Kulicke & Soffa Pte. Ltd., Kulicke and Soffa (Japan) Ltd., Kulicke & Soffa Asiacap Inc., Kulicke & Soffa Germany GmbH, Kulicke & Soffa (Suzhou) Limited and Kulicke & Soffa (Malaysia) Sdn. Bhd., the governing law shall be the laws of Singapore, the venue shall be Singapore, the arbitration rules shall be the Arbitration Rules of the Singapore International Arbitration Centre, and the seat shall be Singapore.
- 18.2. This Agreement, and any non-contractual obligations arising out of or in connection with this Agreement, shall be governed by, construed under, and enforced in accordance with the applicable governing law pursuant to Section 18.1 above, without reference to its conflicts of laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980). If the Parties are unable to resolve a dispute (including but not limited to the existence of this Agreement, its validity or termination) or claim amicably, such dispute or claim shall be arbitrated and finally be resolved in accordance with the applicable arbitration mechanism pursuant to Section 18.1 above. All arbitration proceedings shall be in the English language. The arbitration award shall be final, binding and conclusive on the Buyer and the Supplier and be enforceable in any court of competent jurisdiction and the Parties waive irrevocably their right to any form of appeal, review or recourse to any court or other judicial authority. The Parties, their employees, officers, directors, counsel, consultants and expert witnesses shall maintain as confidential the fact of the arbitration proceeding, the arbitral award,

documents exchanged or produced during the arbitration proceeding, and other documents prepared for the arbitration.

19. Miscellaneous

- 19.1. This Agreement includes all related customs duty and import drawback rights, if any, (including rights developed by substitution and rights which may be acquired from the Supplier's suppliers) which the Supplier can transfer to the Buyer. The Supplier agrees to inform the Buyer of the existence of such rights and upon request to supply such documents as may be required to obtain such drawback.
- 19.2. The Supplier shall provide the Goods and/or render the Services hereunder as an independent contractor and not as an agent of the Buyer and nothing contained in this Agreement is intended to create a partnership, joint venture or employment relationship between the Parties.
- 19.3. The delegation or assignment by the Supplier of any or all of its duties or rights under any contract involving this order without the Buyer's written consent shall be void.
- 19.4. The rights and remedies reserved to the Buyer are cumulative and are in addition to any other or future rights and remedies available under this Agreement, at law or in equity.
- 19.5. The failure by either Party to exercise its rights, powers or privileges under this Agreement at a given time shall not be deemed a waiver, estoppel or limitation of the non-defaulting Party's right to exercise such rights, powers and privileges at a later time.
- 19.6. The provisions of this Agreement will, where possible, be interpreted and enforced to sustain their legality and enforceability and enforced to the fullest extent permitted under applicable law. If any provision hereof is adjudicated by a court or an arbitral tribunal to be invalid or unenforceable, such provision will be deemed amended to the extent necessary to render such provision valid and enforceable and as close to the Parties' intent as is permissible. Such adjudication shall not affect or impair the validity of the remaining provisions of this Agreement.
- 19.7. Unless otherwise agreed by the Parties in writing, this Agreement, together with any non-disclosure agreements and/or all other agreements incorporated herein, contains the Parties' entire agreement in relation to the delivery of the Goods and/or the performance of the Services. All prior or contemporaneous representations, warranties, covenants, agreements between the Buyer and the Supplier, or their representatives, with respect to the subject matter are hereby superseded. Neither the Buyer nor the Supplier shall be bound by any variation, waiver of or additional terms and conditions except as agreed by both Parties in writing.
- 19.8. If there is any inconsistency between any of the Terms and the PO, the provisions of the PO shall prevail.
- 19.9. Sections 7, 8, 9, 10, 11, 12 ,13, 15, 18 and 19 shall survive the expiry or termination of this Agreement for whatever reason. Without prejudice to the foregoing, any provisions of this Agreement that by their nature may reasonably be presumed to have been intended to survive any termination or expiration of this Agreement, shall survive any termination or expiration of this Agreement.
- 19.10. This Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.