

リーガルフロンティア21

プロジェクトベース

実務・英文契約書講座

第6回 基本契約・個別契約

2013 年 6 月 19 日(水) 午後7:00~9:00

会 場

〒101-0051 東京都千代田区神田神保町 3-10 神田第3 アメレックスビル 7F
株式会社リーガルフロンティア21
セミナールーム

テーマ	トピック	学習目標
⑥基本契約・個別契約 2013年6月19日（水）	サプライヤーアグリーメント、マスターアグリーメント、SOW、仕様、検品、受領、瑕疵担保、補償・免責	サプライヤーアグリーメントを素材に、基本契約・個別契約という枠組みを学びます。具体的には、マスターアグリーメント、個別契約（SOW）の関係の規定、仕様、検品、受領、補償・免責条項等、継続的な売買契約に典型的な規定について検討していきます。英文・日本語のデジタルファイルを操作して英訳を行う手順も学びます。

基本契約・個別契約

テーマとなるのは、

- 基本契約
- 個別契約
- マスターアグリーメント
- SOW
- サプライヤーアグリーメント
- 品質保証
- 受領
- 瑕疵担保

学習目標

- マスターアグリーメント・SOW の構成を学ぶとともに、
- 基本契約・個別契約という仕組みの理解

実際に、段階的に英訳していく様子を紹介する

（このような方法が、すべての場合にうまくいくとは限らない）

⇒配布するデジタル教材

課題は、以下のような日本語の契約書を、いかにして英語化するかということ：

収 入

印 紙

取引基本契約書

クローバー電子工業株式会社 (以下甲という) と (以下乙という) とは、甲乙間の取引に関する基本契約を次のとおり締結する。

第 1 条 (基本原則)

甲および乙は、甲乙間の取引が相互の信頼にその基礎をおくものであることを認識し、信義に則り誠実に契約を履行し、もって甲乙間に公正な取引関係を続けることを目的とする。

第 2 条 (基本契約と個別契約)

1. この基本契約は、甲乙間の取引契約に関する基本的事項を定めたものであり、甲乙協議して締結される個々の取引契約 (以下個別契約という) に対して適用されるものとし、甲および乙はこの基本契約および個別契約を遵守するものとする。
2. 甲および乙が個別契約においてこの基本契約の一部の適用を排除し、またはこの基本契約と異なる事項を定めたときは、基本契約の定めにかかわらず個別契約に定めるところによる。

第 3 条 (個別契約の成立、内容)

1. 個別契約は、甲が乙に甲所定の注文書、ならびに必要な応じ図面、仕様書および付帯資料 (以下仕様書等という) を交付し、乙がこれを承諾することにより成立する。
2. 注文書または仕様書等には、目的物の名称、単価、数量、納期、納入場所等の取引内容を記載するものとするが、甲乙協議のうえ個別契約の内容の一部を、あらかじめ別に定めることができるものとする。
3. 第 1 項の規定にかかわらず、甲は別途乙と協議のうえ、前項の取引内容を記録したフロッピーディスク等の磁気記録媒体を乙に交付し、または当磁気記録媒体に記録された前項の取引内容を通信回線を通じて乙に通知することにより、注文書の交付に代えることができるものとする。

第 4 条 (個別契約の変更)

甲または乙は、個別契約の内容を変更する必要がある場合、速やかにその旨を相手方に通知し、相手方と協議のうえ個別契約を変更できるものとする。

第 5 条 (納入価格)

甲および乙は、目的物の価格を構成する諸条件を総合的に考慮し、協議のうえ納入価格を定めるものとする。

第 6 条 (納入)

1. 乙は、個別契約により定められた期日 (以下納期という) に、目的物を甲の指定する場所に納入しなければならない。
2. 乙は、目的物を納入するときは、甲の指定する納品書および個別契約により提出を指示されている試験成績書、取扱説明書等の目的物に付帯する納入添付資料を甲に提出するものとする。

第 7 条 (納期遅延等)

1. 乙は、納期に目的物の納入を行うことができないと認めたときは、直ちにその理由および納

入予定を甲に申し出て、甲の指示を受けなければならない。

2. 乙の責に帰すべき事由による納期遅延により甲が損害を被ったときは、甲は乙に損害賠償を請求することができる。

第 8 条 (受入検査)

1. 甲は、目的物の納入の都度、甲が定める検査方法で遅滞なく受入検査を行い、合否の判定をする。
2. 判定の結果、不合格になった場合は書面で乙に通知する。

第 9 条 (中間検査)

甲は、前条のほか必要と認めた場合は乙と協議のうえ、乙が目的物を納入する前に乙の事業所または作業場所等に甲または甲の指定する者を派遣して、中間的に検査することができる。

第 10 条 (不合格品等の処置)

1. 受入検査の結果、数量不足または不合格となったものについては、乙は直ちに不足品または代替品を納入し、または甲の指示する処置をとるものとする。
2. 前項の納入手続きは、第 6 条ないし第 8 条に定める納入手続きを準用する。

第 11 条 (特別採用)

受入検査で不合格となったもののうち、甲が特に認めたものについては、不良の程度、範囲に応じて納入価格を減額してこれを引き取ることができるものとし、その金額は甲乙協議して決定する。

第 12 条 (不合格品、過納品の引き取り)

1. 受入検査の結果、不合格品または過納品が生じたときは、乙は甲の指定する期間内に乙の費用により、これを引き取らなければならない。
2. 乙が前項の期間内に不合格品または過納品を引き取らないときは、甲はこれを乙の費用で返送し、または乙の承諾を得て廃却することができる。
3. 甲は、不合格品または過納品を自己のためにすると同一の注意をもって保管するものとする。不合格品または過納品の全部または一部が滅失、毀損または変質したときは、その損害は乙の負担とする。ただし、第 1 項に定める期間内に甲の責に帰すべき事由により生じた損害についてはこの限りではない。

第 13 条 (所有権の移転)

目的物の所有権は、第 8 条の受入検査に合格したとき、または第 11 条により甲が特別採用したときに乙から甲に移転する。

第 14 条 (危険負担)

目的物の所有権が甲に移転するまでに、目的物の全部または一部が滅失、毀損または変質したときは、本契約に別に定める場合のほか次による。

- (1) 甲の責に帰すべき事由によるときは甲の負担。
- (2) 乙の責に帰すべき事由によるときは乙の負担。
- (3) 甲乙双方の責に帰すべからざる事由によるときは甲乙協議して定める。

第 15 条 (代金請求)

1. 乙は、甲が発行する買掛金計上高明細表により、請求金額の確認を行う。
2. 乙が前項の明細表を受領した後 10 日以内に、甲に対し書面による疑義の申し入れをしない場合は、双方の債権債務関係は当該明細表のとおり確定するものとする。

第 16 条 (買入債務計上)

1. 甲は第 13 条の所有権が移転した目的物の代金を買入債務として計上する。
2. 前項の買入債務の計上は、毎月末日を締切日とする。

第 17 条 (支払)

1. 支払条件については、別途甲乙協議のうえ定める。
2. 甲が有償支給材の代金等、乙から支払を受けるべき金銭債権を有するときは、甲は乙に対する前項の代金債務と相殺することができる。

第18条 (材料および部品の支給)

1. 乙は原則として、目的物の製造に必要な材料を自主調達するものとする。ただし、特に必要がある場合甲は乙と協議のうえ、乙が使用する原材料、製品、半製品、部品等 (以下支給材という) を有償または無償で乙に支給することができるものとする。
2. 前項の支給材の引渡場所は原則として甲の事業所とする。ただし、甲は乙と協議のうえ、支給材を第三者より乙に直送させることができる。
3. 乙は、支給材受領後遅滞なくこれを検査し、支給材に瑕疵または数量不足を発見したときは、直ちにその旨を甲に通知するとともに甲の指示を受けるものとする。
4. 乙は、前項の検査時に発見できない瑕疵を製造中に発見したときは、直ちに当該支給材に係わる作業を中止し、甲に通知したうえで甲の指示を受けるものとする。
5. 有償支給材の所有権は、当該支給材の代金を乙が甲に支払ったときに甲から乙に移転し、

無償支給材およびこれを用いた目的物の仕掛品、半製品および完成品の所有権は、甲に帰属する。

第19条 (治工具類の貸与、譲渡)

1. 甲は必要と認めるときは、乙と協議のうえ目的物の製造に必要な機械器具、治工具、金型等 (以下治工具類という) を乙に貸与または譲渡することができる。
2. 前項の貸与、譲渡の条件については甲乙協議して定めるものとする。
3. 治工具類の取扱については、前条第2項ないし第4項を準用する。

第20条 (支給材等の取扱)

1. 乙は、支給材、仕様書等および治工具類 (以下支給材等という) を善良なる管理者の注意をもって保管、管理するとともに、他との混同を避けるため管理上区別しておかなければならない。
2. 乙は、甲の承認を得ることなく、支給材等を目的物の製造以外の目的に使用し、または第三者に提示、貸与、売却、および担保に供すること等をしてはならない。
3. 乙は、支給材等にかかる甲の権利が侵害されるおそれのある場合、直ちにその旨を甲に通知するとともに、その排除のために必要な措置をとるものとする。
4. 乙は、支給材等が滅失、毀損または変質したときは、直ちに甲に通知し、乙の責に帰すべき事由により生じたものである場合は、甲の指示に従い原状に復し、またはこれにより甲が被った損害を甲に賠償するものとする。
5. 乙は、甲より交付された支給材等を交付目的終了後、または甲が指示したときは、直ちに甲に返却する。

第21条 (品質管理)

乙は、甲に指示された仕様、作業方法等を遵守し、甲の要求する品質の維持に努め、その品質管理体制を確立するものとし、甲は必要に応じこれに協力するものとする。

第22条 (瑕疵担保)

1. 甲は、目的物の所有権移転後1年以内に目的物に隠れたる瑕疵を発見した場合は、乙に、乙の負担において修理させ、もしくは代品と交換させ、または代金の減額を請求することができる。
2. 甲は、前項の請求とともに、またはこれに代えて損害賠償を請求することができる。
3. 第1項に定める期間経過後といえども、乙の責に帰すべき隠れたる重大な瑕疵により甲が被った損害については、甲乙協議のうえその負担を定める。
4. 乙が個人事業者、または資本の額もしくは出資の総額が3億円以下の法人事業者である場合、甲は原則として所有権移転後6カ月を超えての代品との交換は行わないものとする。

第23条 (製造物責任)

1. 乙の責に帰すべき事由に基づく目的物の製造上、設計上または表示上の欠陥に起因して、目的物を用いた製品または目的物の需要家等の第三者が生命、身体または財産に係る損害を被った場合、乙は当該損害を賠償するものとする。なお、乙は賠償すべき損害の範囲および賠償額について、甲に協議を申し入れることができるものとし、甲は誠意をもってこれに対応するものとする。
2. 目的物を用いた製品または目的物に関連して、当該製品または目的物の需要家等の第三者が生命、身体または財産に係る損害を被った場合、当該損害が乙の責に帰すべき事由に基づく目的物の製造上、設計上または表示上の欠陥に起因して発生した疑いがあると甲が認めたときは、乙は原因の調査、損害賠償額の負担等につき、甲と誠意をもって協議するものとする。
3. 甲は、必要ある場合乙に目的物にかかわる記録の保存および提出を求めることができるものとし、乙はこれに応じるものとする。

第24条 (工業所有権等)

1. 甲乙共同でなし、または乙が甲から提供された情報に基づき製造した目的物およびその製造方法に関し、工業所有権の出願または回路配置利用権の設定登録の申請を行うときは、事前に書面による甲の承諾を得るものとし、当該権利 (以下工業所有権等という) の帰属および利用等については甲乙協議して定める。
2. 目的物に関し、国内外の第三者が所有する工業所有権等につき権利侵害のおそれがあるとき、または第三者との間に権利侵害等の紛争が生じたときは、速やかにその旨を互いに書面により通知するものとし、乙はその責任と負担においてこの紛争の一切を処理、解決し、甲は必要に応じてこれを援助する。ただし、甲の責に帰すべき事由による場合はこの限りではない。

第25条 (秘密保持)

甲および乙は、この基本契約および個別契約の遂行上知り得た相手方の業務上、技術上の秘密を、相手方の書面による同意がない限り第三者に開示し、または漏洩してはならない。また、自己の内部においてもこの秘密保持に関して万全の措置を講じるものとする。ただし、次の各号のいずれかに該当するものはこの限りではない。

- (1) 相手方から開示を受けた際、既に自ら所有していたもの。
- (2) 相手方から開示を受けた際、既に公知または公用であったもの。
- (3) 相手方から開示を受けた後に、甲乙それぞれの責によらないで公知または公用となったもの。
- (4) 正当な権利を有する第三者から秘密保持の義務を伴わず入手したもの。

第26条 (製造、販売の制限)

乙は、事前に甲の書面による承諾を得なければ、甲の仕様書等に基づく目的物を自己または第三者のために製造、販売等をしてはならない。

第27条 (再外注)

1. 乙は、事前に甲の承認を得ることにより、甲の仕様書等に基づく目的物の製造の全部または一部を乙の外注先に委託、もしくは請負させることができる。
2. 乙は前項の場合、この基本契約および個別契約に基づく乙の甲に対する履行義務と同様の義務を乙の外注先に負担させるものとする。ただし、この場合でも、乙は乙の甲に対する履行義務を免れないものとする。

第28条 (権利義務の譲渡)

甲および乙は、相手方の書面による承諾を得なければ、この基本契約および個別契約により生ずる権利、義務の全部または一部を第三者に譲渡し、もしくは継承させ、または担保に供してはならない。

第29条 (法律、規格等の遵守)

1. 甲および乙は、この基本契約および個別契約の履行に際し、関連する法律、規格等を遵守するものとする。
2. 甲および乙は、この基本契約および個別契約の履行に際し、「外国為替および外国貿易法」およびこれらに係わる政・省令を遵守するために甲乙間で確認書を取り交わすものとし、乙はこの確認書に記載された事項を厳守するものとする。

第30条 (解約)

甲および乙は、3カ月の予告期間をもって、いつでもこの基本契約を解約することができる。

第31条 (解除)

1. 甲または乙に次の各号のいずれかに該当する事由が生じたときは、相手方は何らの通知、催告することなくこの基本契約および個別契約の全部または一部を解除することができる。
 - (1) 手形もしくは小切手を不渡りとし、または一般の支払を停止したとき。
 - (2) 監督官庁から営業の取消、停止等の処分を受けたとき。
 - (3) 第三者より仮差押、仮処分、強制執行、もしくは競売の申立てまたは公租公課の滞納処分を受けたとき。
 - (4) 破産、民事再生手続き、会社更生手続きの申立てを受け、または自らこれらを申立てたとき。
 - (5) 解散、合併、営業の全部または重要な一部の譲渡等の決議をしたとき。
 - (6) 相手方に重大な損害または危害をおよぼしたとき。
 - (7) この基本契約または個別契約に違反し、相当の期間を定めて催告しても違反事実が是正されないとき。
 - (8) 災害その他やむを得ない事由により、契約の履行が困難と認められるとき。
2. 前項の解除は、相手方がその被った損害について賠償請求することを妨げない。ただし、前項第8号の場合はこの限りではない。

第32条 (期限利益の喪失)

前条第1項各号の一に該当する事由が生じたときは、当該当事者は相手方に対する一切の債務について当然期限の利益を喪失するものとする。

第33条 (個別契約の効力)

この基本契約が解約、解除または期間満了により効力を失ったときにおいても、この基本契約に基づいて締結された個別契約については、この基本契約の定めるところによる。

第34条 (個別契約解除時の措置)

1. 乙は、個別契約が解除されたときに甲の要求がある場合は、次の事項を実施するものとする。
 - (1) 個別契約による引き渡し前の目的物（以下仕掛目的物という）を遅延なく甲に引き渡す。
 - (2) 乙所有の図面、仕様書、ソフトウェア、マニュアル、資料、原材料、治工具類および乙に所有権の移転した支給材等が仕掛目的物の完成に必要な場合は、これを甲に譲渡または貸与する。
2. 前項各号の譲渡価格または貸与料および支払方法は、甲乙協議のうえ決定する。

第35条 (協議事項)

この基本契約および個別契約に定めのない事項または疑義のある事項については、甲乙協議のうえ決定する。

第36条 (管轄裁判所)

この基本契約および個別契約に関する紛争の管轄裁判所は千葉地方裁判所とする。

第37条 (有効期間)

1. この基本契約の有効期間は、 年 月 日から 年 3月31日までとする。ただし、期間満了の1カ月前までに甲乙のいずれからも内容の変更または解除の書面による申し出がないときは、この基本契約は更に1カ年間更新されるものとし、以降もこの例によるものとする。
2. この基本契約が期間満了もしくは解除等により終了した後においても、第22条、第23条、第24条、第25条、第26条および第28条の規定はなお有効とし、甲および乙は当該条項に基づく債務を履行するものとする。

第38条 (旧契約)

1. この基本契約の締結に伴い、この基本契約締結前に甲乙間で締結された「取引基本契約書」およびそれに付帯する念書 (以下旧契約という) の取り決めは解除されたものとする。
2. 旧契約に基づき甲乙間に発生した個別契約に係わる債権債務についてはこの基本契約を適用する。
3. 旧契約に基づき甲乙間で締結された覚書等の取り決めのうち、旧契約を引用しているものについては、この基本契約の引用に読み替えるものとする。

この基本契約の成立を証するため本書2通を作成し、甲乙記名捺印のうえ各1通を保有する。

年 月 日

甲

乙

(資料)
Master Agreement の概要

MASTER PURCHASE AGREEMENT (MPA)

between

ULX Corporation

and

Sony Ericsson Mobile Communications AB

20___.10.10

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MASTER PURCHASE AGREEMENT

This agreement is entered into between

ULX Corporation, a Japanese limited liability company having its principal place of business at _____, _____, _____, Japan

("Seller"), and

Sony Ericsson Mobile Communications AB, a Swedish limited liability company, with company registration number 556615-6658 and its principal place of business at Nya Vattentornet, S-221 88 Lund, Sweden ("Sony Ericsson"), (each a "Party" and collectively the "Parties").

A) BACKGROUND

- a. Sony Ericsson is engaged in the business of developing, producing, distributing, marketing and selling mobile phones products, accessories and services;
- b. Seller sells, distributes and markets Goods specified in this Agreement and subsequent price agreements;
- c. Sony Ericsson wishes to purchase Goods to be used in Sony Ericsson Products; and Seller is willing to sell such Goods to Sony Ericsson. Therefore, the Parties agree as follows.

B) DEFINITIONS

For the purpose of this Agreement the following terms shall have the meaning hereby assigned to them unless the context would require otherwise. Other defined terms shall have the meaning assigned to them in this Agreement.

"Agreement" means this Master Purchase Agreement, including any attachments, exhibits or addendums.

"Authorized Company" means a third party listed in the relevant PA, with the right to place purchase orders for Goods in accordance with Article 3 (Scope, Authorization and Group Responsibility) of this Agreement.

"Goods" means any components, equipment, parts or other merchandise purchased under this Agreement, any PA or Order.

"Lead Time" means the period of time immediately preceding the delivery date as specifically agreed in the relevant PA or as otherwise specifically agreed in writing between the parties to the PA.

"Order" means a binding delivery commitment concluded in accordance with Article 4 (Ordering Procedures).

"PA" means a Price Agreement concluded in accordance with Article 3 (Scope, Authorization and Group Responsibility).

"Purchaser" means the relevant Sony Ericsson Company or Authorized Company concluding an Order.

"Seller Company" means Seller and/or any company whose votes and/or capital are to more than fifty per cent (50%) controlled directly or indirectly by Seller.

"Sony Ericsson Company" means Sony Ericsson Mobile Communications AB and/or any company whose votes and/or capital are to fifty per cent (50%) or more controlled directly or indirectly by Sony Ericsson Mobile Communications AB.

"Sony Ericsson Documentation" means any drawings, technical documents, software programs or other documents in whatever medium or format submitted to Seller Company by Sony Ericsson Company or any documents related to any Sony Ericsson Tools.

"Sony Ericsson Products" shall mean any mobile cellular handset, accessory, module or service developed, produced, sold or marketed by or for Sony Ericsson Mobile Communications AB.

"Sony Ericsson Tools" means any tool, model, fixture, measuring instrument, software, equipment or equivalents, made available by Sony Ericsson Company, or purchased or produced by Seller Company at Sony Ericsson's expense.

"Specification" means the specification of Goods (including technical performance) agreed between the Parties, including the requirements specified in this Agreement (such as but not limited to compliance with Supplier Handbook, Sony Ericsson Social Responsibility Code and Sony Ericsson Green Partner Environmental Quality Approval Program).

"Standard Goods" means Goods that are not Unique Goods.

"Supplier Handbook" means Sony Ericsson extranet site, or such similar system maintained by Sony Ericsson Company, where Sony Ericsson general requirements, instructions, policies and procedures applicable for Sony Ericsson Company's suppliers are published and made accessible.

“Systematic Defects” means a Defect that appears in more than one per cent (1%) of the same or similar Goods delivered to Purchaser(s) in any time period and/or in a specific production batch.

“Unique Goods” means Goods which are specifically made, produced or manufactured for Sony Ericsson Company and typically cannot be used for other Seller Company’s customers or otherwise be disposed of.

C) SCOPE, AUTHORIZATION AND GROUP RESPONSIBILITY

- a. This Agreement comprises the general terms and conditions under which any Sony Ericsson Company may purchase Goods from any Seller Company.
- b. Sony Ericsson Company may conclude a PA with Seller Company. The PA comprises the commercial terms and conditions agreed between Sony Ericsson Company and Seller Company regarding the purchase of Goods. Unless otherwise explicitly set forth in the relevant PA, any quantities listed therein shall be estimates only and shall not constitute a commitment to purchase certain quantities.
- c. Any Sony Ericsson Company shall be entitled to place purchase orders under a PA. Any Seller Company that is obligated to accept such purchase orders shall be listed in the applicable PA. For the purpose thereof, the Seller Company entering into the PA shall be deemed to be authorized to bind any other Seller Company to deliver under a PA.
- d. Subject to Article 3.5, Sony Ericsson Company may entitle an Authorized Company to purchase Goods from Seller Company on the terms and conditions of this Agreement and the applicable PA, provided that Goods purchased by an Authorized Company are intended to be used for Sony Ericsson Products. A purchase order issued by an Authorized Company shall constitute a separate purchase agreement concluded between an Authorized Company and Seller Company.
- e. The following articles of this Agreement shall not become incorporated terms of the Order between Seller Company and Authorized Company; Article 15 (Documentation and Tools) and Article 29 (Assignment) and any other provisions which are expressly or by context not intended to include an Authorized Company.
- f. For the purpose of Article 3.4, Sony Ericsson Company may disclose the terms and conditions of this Agreement and the applicable PA to Authorized Company subject to Article 23 (Confidentiality).

- g. Seller shall as for its own debt be liable for Seller Company's due fulfillments of its obligations under this Agreement, any PA or any Order. Sony Ericsson shall as for its own debt be liable for Sony Ericsson Company's due fulfillments of its obligations under this Agreement, any PA or any Order.

D) ORDERING PROCEDURES

- a. An Order is considered concluded when a Seller Company listed in the relevant PA has received a purchase order from Sony Ericsson Company or Authorized Company, provided that the purchase order is in accordance with the terms and conditions of this Agreement and the applicable PA. If the purchase order is not in accordance with the terms and conditions of this Agreement and the applicable PA, the Order shall be considered concluded when Seller Company has accepted the purchase order containing deviating terms.

- b. Purchase orders shall be issued in writing.

- c. An Order is governed by the terms and conditions of this Agreement and the relevant PA. In case of inconsistency between these documents they shall prevail in the order listed below;

- a) the Order,
- b) this Agreement, and
- c) the relevant PA.

Any standard purchase or delivery terms and conditions referenced by Purchaser or Seller Company in relation to the execution, or receipt, of an Order shall not form part of the terms and conditions of such Order.

- d. Purchaser may at any time cancel or reschedule any Order.

If the Goods are Standard Goods or if the cancellation or rescheduling is made prior to commencement of Lead Time, Seller Company shall not be entitled to any compensation due to such cancellation or rescheduling.

If the Goods are Unique Goods and the cancellation or rescheduling is made within Lead Time, Seller may be entitled to a separate compensation for the cancellation or rescheduling in accordance with a compensation model, provided however that the Parties have separately agreed hereupon in the relevant PA.

- e. At Sony Ericsson's request, Seller Company shall provide to Sony Ericsson any reasonable information relating to the order status (including any orders made by any Authorized Company).

E) PRICES AND TERMS OF PAYMENT

- a. Prices are set out in the relevant PA and unless otherwise agreed in the PA, the prices shall be fixed. Prices shall include the cost of packing and package in accordance with Sony Ericsson instructions or other protection required to prevent damage to or deterioration of Goods. Prices shall further include, and the relevant Seller Company shall be responsible to pay, any taxes, dues and levies imposed on Goods prior to delivery to Purchaser.
- b. Invoices shall refer to the purchase order number and Sony Ericsson's part numbers for the relevant Goods.
- c. Unless otherwise set out in the relevant PA, invoices shall be paid within sixty (60) days from the date of invoice or from the delivery date, whichever comes later.

F) SPECIFICATION AND CHANGES

- a. Purchaser's decision to issue a purchase order in accordance with Article 4 (Ordering procedures) shall be based on the assumption that Goods comply with the applicable Specification. No Goods may be delivered to Purchaser if all requirements in the applicable Specification are not met.
- b. Seller Company is not allowed to make any change to Goods or Specification unless approved in writing by Sony Ericsson in advance. If Seller Company wishes to implement any such change, Article 6.3 shall apply.
- c. Seller Company shall promptly give Sony Ericsson written notice of the proposed change and any impact of such change.
- d. Sony Ericsson shall as soon as reasonable reply to Seller Company's notice. Sony Ericsson has the right to reject the proposed change if such change, in Sony Ericsson's discretion, has any adverse effect on the Goods' form, fit, function, reliability or quality performance. Also, if such changes have any effect on the the Price or deliveries, an equitable adjustment to the Price will be negotiated and agreed between the Parties prior to implementation of the change.
- e. If a change in design, manufacturing process, testing procedures or encapsulation process, approved in accordance with above, is to be implemented, Seller Company shall immediately perform a re-qualification test. Seller Company shall continuously inform Sony Ericsson about the progress of the implementation and the result of said test. If requested by Sony Ericsson, the manufacturing process

must be re-qualified and re-verified by Seller Company to assure compliance with the requirements set out in this Agreement.

G) TERMS OF DELIVERY AND DELAYS

- a. Unless otherwise set out in the relevant PA, Goods shall be delivered on the date(s) set out in the Order.
- b. Seller and each Seller Company understands and acknowledges that due delivery is of outmost importance to Purchaser and that any delay in delivery will cause severe damages to Sony Ericsson, Authorized Companies or Sony Ericsson's customers.
- c. The terms of delivery shall be interpreted in accordance with INCOTERMS 2000. Unless otherwise agreed in the PA, the terms of delivery shall be FCA, (.....Named Place). Named Place shall be the place specified in the PA or the Order.
- d. Seller Company shall immediately notify Purchaser in writing if Seller Company anticipates that the delivery date pursuant to Article 7.1 cannot be met, and simultaneously specify a new delivery date using best efforts to expedite a new delivery as soon as possible. Such a notice and new delivery shall not limit Seller Company's liability according to this Agreement, the relevant PA or the Order.
- e. If the delivery of Goods is delayed Purchaser may, notwithstanding Seller Company's compliance with Article 7.4 and obligation under Article 7.6, from Seller Company recover all costs (including contractual damages), which Sony Ericsson incurs, from time to time, and which cost is attributable to Seller Company's delay.
- f. Notwithstanding Seller Company's compliance with Article 7.4, and in addition to amounts recoverable under Article 7.5, Seller Company shall, in the event of any delayed delivery, pay liquidated damages for Goods delayed, provided, however, that the delay is neither attributable to Purchaser nor to a force majeure event duly given notice of.

The liquidated damages to be paid by Seller Company shall be five per cent (5%) of the price referable to Goods so delayed for each commenced week of delay. Such liquidated damages shall not, however, exceed a total of thirty per cent (30%) of the Order price referable to Goods so delayed. Seller Company shall pay the liquidated damages whether or not Purchaser has incurred any costs caused by the delay.
- g. In order to adjust its purchases and supply flow to the delay situation, Purchaser shall, without any compensation to Seller Company, have the right to change,

reschedule or cancel any delivery under the relevant PA, any Order or any purchase orders.

- h. In the event of repeated delays, which are not insignificant, such delays shall be considered a material breach of the applicable Order and the relevant PA.
- i. The remedies for any late delivery set out herein shall not exclude any remedies available to Purchaser under applicable law.

H) INSPECTION OF GOODS

- a. Upon receipt of Goods, Purchaser will if practicably possible initiate a physical incoming inspection. Seller Company acknowledges that defects in Goods might not be detected in such inspection and any right in relation to defect Goods under Article 9 (Warranties and certain remedies) shall remain in full force notwithstanding any such inspection.

I) WARRANTIES AND CERTAIN REMEDIES

- a. Seller, and the relevant Seller Company, warrants that Goods will perform in accordance with the Specification and will be free from defects in design, materials and workmanship, provided
 - a) that the Goods have not been subject to misuse or neglect by Purchaser or Sony Ericsson customer, or
 - b) that the Goods have not been altered or repaired by other than Seller Company or without Seller Company's approval.

Further, Seller and the relevant Seller Company, warrants that the Goods will meet and comply with any further requirements set out in this Agreement and the relevant PA.

The Warranty period shall be 24 months starting from the delivery of the respective Goods.

- b. If Purchaser deems any delivered Goods to be defective under Article 9.1, Purchaser may reject or return Goods concerned or part thereof, and/or cancel the Order concerned or part thereof. In such case the Goods shall be considered not delivered, and Purchaser shall have no liability to pay for such Goods.

- c. Without limiting the aforesaid, Seller Company shall, if requested by Purchaser, and Goods have been delivered, issue a credit note to Purchaser and reimburse Purchaser for all payments made for Goods rejected or returned to Seller. Purchaser may in its discretion request that Seller Company shall repair or replace Goods instead of issuing a credit note.
- d. If Purchaser requests Seller Company to replace defective Goods, Seller Company shall as soon as possible expedite new deliveries of non-defective ordered Goods.
- e. Seller Company shall at Sony Ericsson's request provide resources at the relevant manufacturing site to conduct screening activities and sort out any defect Goods. Such activities shall be provided if, in Sony Ericsson's discretion, there is reason to believe that a significant amount of the Goods will be defect and rejected.
- f. For Goods repaired or replaced, the warranties in Article 9.1 shall apply for 24 months starting from the delivery of the non-defective Goods.
- g. Goods returned under this Article 9 will be delivered to Seller Company at Seller Company's expense and risk.
- h. The remedies for defective Goods set out herein shall not exclude any remedies available to Sony Ericsson Company under applicable law, but shall be in addition to such remedies.

J) SYSTEMATIC DEFECTS

In addition to the warranty under Article 9 (Warranties and certain remedies), the following shall apply in a case of a Systematic Defect.

Seller and the relevant Seller Company warrant that the Goods will be free from Systematic Defects. The period under which Sony Ericsson may request a remedy for any Systematic Defect shall be five (5) years starting from the delivery of the respective Goods. In case of a Systematic Defect, Seller and Seller Company shall, without prejudice to rights pursuant to Article 9 above;

- a) at no charge to Sony Ericsson and at Sony Ericsson's option, either replace or repair the defective Goods, delivered up to the time that the Systematic Defect has been fully remedied by Seller Company, and
- b) reimburse Sony Ericsson for any extra costs and expenses incurred by Sony Ericsson, towards any third party including Authorized Companies and Sony Ericsson's customers, for removal and replacement of such defective Goods, including but not limited to costs for repair or recall of Sony Ericsson Products,

transports, logistic arrangements, announcements and similar direct and indirect costs associated with a recall.

K) SUFFICIENT RIGHTS

Seller, and each Seller Company, warrants that it has and will maintain sufficient rights in order for Sony Ericsson, Authorized Company and Sony Ericsson customers to in any country of the world, directly or indirectly distribute, sell or otherwise dispose of Goods on a stand alone basis or incorporated with any Sony Ericsson Product or on a stand alone basis (such as sell excess Goods, relocated Goods, Goods for maintenance and support on Sony Ericsson Products and other customer support activities).

L) COMPLIANCE WITH LEGISLATION

Seller and the relevant Seller Company shall be responsible for that the Goods (including production, delivery, transportation and sale thereof and when incorporated into Sony Ericsson Products) from time to time meet and conform to all requirements imposed by law (whether statutory, regulatory or otherwise) of any governmental entity having jurisdiction over the production, delivery, transport and sale or implementation of Goods. Seller shall upon request furnish a certificate for delivered Goods stating that Goods meet and conform to all requirements of this Article 12.

M) QUALITY SYSTEMS AND OTHER REQUIREMENTS

- a. Seller shall be responsible for that each Seller Company at all times complies with the applicable requirements in the ISO 9000:2000 quality system standards and ISO 14001 environmental system standards, as replaced or renewed, or such equivalent standards specified by Seller and agreed with Sony Ericsson.
- b. Seller Company's compliance with the ISO 9000:2000 quality systems standards shall include, but not be limited to, the following:
 - a) Seller Company shall establish, promote and facilitate a program for continuous quality improvements;

- b) Seller Company will take part in training sessions of quality engineering in cooperation with Sony Ericsson or as otherwise agreed between Sony Ericsson and Seller;
 - c) Seller and Sony Ericsson will establish a cooperative relationship with the purpose of actively support each other with quality improvements;
 - d) Seller Company shall, upon Sony Ericsson's request, make available in a suitable format for extra or extended analyses any relevant non-compiled data from products and processes; and
 - e) Seller Company shall have a system for control and monitor of measuring devices based upon statistical or otherwise recognized procedures.
- c. Seller shall be responsible for that each Seller Company, in production and delivery of Goods, complies with the prevailing version of;
 - a) Sony Ericsson general requirements on components available at Supplier Handbook;
 - b) Sony Ericsson Social Responsibility Code available at Supplier Handbook;
 - c) Sony Ericsson directive regarding banned and restricted substances available at Supplier Handbook; and
 - d) Green Partner Environmental Quality Approval Program available at Supplier Handbook.
- d. Seller shall issue, or make Seller Company issue, any document or certificate reasonably requested by Sony Ericsson, in a format specified by Sony Ericsson, in order to verify compliance with Article 13.3.

N) AUDIT AND INSPECTION

- a. Sony Ericsson may from time to time conduct audit on any Seller Company, or inspection at any Seller Company's premises, to control and verify the Seller Company's fulfilment of its obligations under this Agreement and the relevant PA, and conduct quality inspection to control and verify compliance with Article 13 (Quality systems and other requirements).
- b. Audits or inspections shall if possible take place during normal business hours and with reasonable prior notice. The Seller Company which is subject to an audit or an inspection shall make available relevant personnel, records and facilities as requested by Sony Ericsson. Authorised Companies and Sony Ericsson

customers shall be entitled to join Sony Ericsson during an audit or inspection as set forth herein. Seller shall provide for a similar audit and inspection right for Sony Ericsson in relation to Seller's subcontractors.

- c. If an audit or inspection shows or gives reason to believe that the obligations set forth in this Agreement and the relevant PA are not being fulfilled, Sony Ericsson shall notify the Seller Company without delay. Seller Company shall then, without limiting Sony Ericsson's rights under this Agreement or applicable law, immediately create, and issue to Sony Ericsson an appropriate rectification including necessary measures to meet the requirements and achieve the necessary quality level.
- d. Notwithstanding the aforesaid, Sony Ericsson shall not be restricted from seeking further remedies under this Agreement or applicable law.

O) DOCUMENTATION AND TOOLS

- a. Any Sony Ericsson Documentation and any Sony Ericsson Tools shall be the exclusive property of Sony Ericsson and may be used by Seller Company only for the manufacture of Goods for Purchaser. Seller Company shall take appropriate measures to ensure that the rights associated with Sony Ericsson Documentation and Sony Ericsson Tools are duly protected while in Seller Company's possession (for example from unauthorized copying).
- b. Seller Company shall keep Sony Ericsson Tools stored separately from other tools. Sony Ericsson Tools shall be registered and marked with Sony Ericsson's name, and the product number or a mutually agreed identification number. A copy of said register shall be submitted to Sony Ericsson upon request. Further, Sony Ericsson Tools shall be fully maintained and insured by Seller Company, and may not be used, changed, scrapped, sold or disposed otherwise than as directed by Sony Ericsson in writing. For clarification reasons only and for the purpose of this Article 15.2, maintained shall include but not be limited to, maintenance fees and calibration of equipment.
- c. Upon the termination of this Agreement and upon Sony Ericsson's request, Seller Company shall return Sony Ericsson Tools and any Sony Ericsson Documentation to Sony Ericsson.

P) EXPORT AND IMPORT

- a. In addition to Article 12 (Compliance with legislation), Seller and Seller Company is responsible for obtaining and maintaining any export and/or import license(s) required for delivery of Goods to Purchaser under this Agreement, the relevant PA and Order.
- b. If Seller and Seller Company is unable to obtain or maintain such export and/or import license(s), Purchaser may terminate the respective PA and any related Order or part thereof, which may be affected by the aforesaid license.
- c. Seller shall inform Purchaser of and issue all documentation which may be required by law, regulation or reasonably requested by Purchaser regarding the export, import or re-export of Goods.

Q) INSURANCE

Seller shall have customary coverage for product liability and third party insurance from a reputable insurance company. At Sony Ericsson request, Seller shall provide a copy of relevant insurance certificate.

R) SECURE SOURCING

- a. Seller acknowledges that Sony Ericsson has relied on that Orders with Seller Companies will be duly fulfilled. Therefore, Seller shall at Sony Ericsson's request provide a plan to secure the supply of Goods during the term of this Agreement. Furthermore, Seller shall at Sony Ericsson's request promptly give written notice of and discuss with Sony Ericsson any material plans for relocating any Seller Company's manufacturing sites or discontinuance of, or reduction in, manufacturing of goods from time to time offered by any Seller Company (together "Relocation"). If such situation would occur Seller shall through another Seller Company offer Purchaser(s) the same or similar Goods on continuous same terms. If the Relocation in Sony Ericsson's discretion has no added value to Purchaser or negatively affects Sony Ericsson or its business, Purchaser reserves the right to conclude consolidated Orders in accordance with Article 18.2 below. Seller shall also compensate Sony Ericsson for any additional costs incurred by the Relocation.
- b. Purchaser shall be entitled to conclude consolidated Orders within six (6) months of the written notice of Relocation. The delivery of Goods under such consolidated Orders shall take place within twelve (12) months from the date of such Order.

S) SPARE PARTS

Unless otherwise instructed in writing by Sony Ericsson, Seller or Seller Company shall supply Purchaser with Goods for the maintenance and support on Sony Ericsson Products ("Spare Parts"), at Sony Ericsson's most recent piece price and for a period of 24 months from latest delivery to volume production. Seller or Seller Company shall deliver the Spare Parts as soon as possible but not later than within Lead Time. Except to the extent otherwise set forth in this Article 19, the terms and conditions of this Agreement and the applicable PA will apply to the purchase of Spare Parts.

T) PRODUCT LIABILITY

Seller shall defend, indemnify and hold harmless, Sony Ericsson, any Sony Ericsson Company, any Authorized Company, any Sony Ericsson distributor and other customer, their directors and employees, and any end-user of a Sony Ericsson Product, from and against any loss, liability or claim (including reasonable attorneys' fees) in respect of personal injury to or the death of any person or any loss of or damage to any property of any kind (other than Goods) arising under any product liability law, applicable in any jurisdiction, which arises out of or in connection with the possession, ownership, use and/or operation of the Goods by Sony Ericsson, any Sony Ericsson Company, any Authorized Company, any Sony Ericsson distributor and other customer or any end-user of a Sony Ericsson Product, provided that such product liability defect is attributable to the Seller Company or its subcontractor. Accordingly, and provided that Seller has been notified without undue delay in writing of such claim, suit or proceeding and given authority, information and assistance (at Seller's expense) to settle the claim or control the defense of any suit or proceeding, Seller shall reimburse Purchaser for such damages reimbursements awarded to the third party.

U) INFRINGEMENT

- a. Seller shall defend, indemnify and hold harmless, Sony Ericsson, any Sony Ericsson Company, any Authorized Company, any Sony Ericsson distributor and other customer, their directors and employees, and any end-user of a Sony Ericsson Product, from and against any and all damage suffered and costs and expenses

(including reasonable attorneys' fees) incurred as a result of any alleged claim, claim, suit or proceeding brought against any of them based on the allegation that the use, incorporation into Sony Ericsson Products, sale, distribution or other disposal of any Goods furnished by any Seller Company under this Agreement, any PA or any Order, constitutes an infringement of any intellectual property right, other protected rights or applications thereof or an unauthorized use of trade secret; provided that Seller has been notified without undue delay in writing of such claim, suit or proceeding and given authority, information and assistance (at Seller's expense) to settle the claim or control the defense of any suit or proceeding.

- b. In the event that Goods or any part thereof are in such suit or proceeding held to constitute an infringement or their further use, sale, distribution or other disposal is enjoined, Seller shall, in addition to above, promptly, at its own expense and at its option, either
 - a) procure for Sony Ericsson, Purchaser, Sony Ericsson distributor and other customer, and end-user of a Sony Ericsson Product (as relevant), the right to continue the use, incorporation, sale, distribution or other disposal of such Goods;
 - b) replace the same with non-infringing Goods of equivalent function and performance; or
 - c) modify such Goods so that they become non-infringing without detracting from function or performance.

V) NON-ASSERTION

Seller Company shall not assert any intellectual property rights or applications thereof (including but not limited to patents, utility models, mask work protections, industrial designs, copyrights and trade marks) against Purchaser, any Authorized Company, any Sony Ericsson distributor and other customer, or any end-user of a Sony Ericsson Product, for the use, sale, distribution or other disposal of any Goods, or for the assembly, use, sale, distribution or other disposal of a combination of such Goods with other products.

W) CONFIDENTIALITY

- a. The Seller and Sony Ericsson shall maintain strict confidentiality and not, without the other Party's prior consent, disclose to any third party any documentation and any

information designated by the furnishing Party as confidential, whether of a commercial or a technical nature, furnished pursuant to this Agreement, i.e. the receiving Party shall use the information only for the purpose of this Agreement. Such documentation and information may, however, be disclosed by Sony Ericsson to a customer under similar conditions of confidentiality. The same shall apply for any Seller Company and Sony Ericsson Company.

- b. The Seller shall ensure that neither he nor any of his subcontractors advertise, publish or otherwise disclose the appointment of the Seller, or his subcontractors or the terms of this Agreement, any PA or any Order concluded hereunder without Sony Ericsson's prior written approval. All copies of material relating thereto which are intended for publication in any form by the Seller or any subcontractor must first be submitted to Sony Ericsson for approval.
- c. Neither Party shall be liable for disclosing any confidential information if:
 - x) it was public knowledge at the time of disclosure or thereafter becomes generally known other than through an act of negligence by the receiving Party,
 - y) it was already known to the other Party as a result of his own activities, or
 - z) it is rightfully obtained by a Party from other unrestricted sources.
- a. This Article 23 shall survive the termination of this Agreement for a period of five (5) years.

AA) TERM AND TERMINATION

- a. This Agreement shall become effective upon signature by both Parties and shall remain in effect until one (1) year following written notice of termination by either Party.
- b. Either Party may at any time terminate this Agreement, any PA or any Order with immediate effect and without compensation to the other Party, if the other Party should pass a resolution, or any court shall make an order, that such party shall be wound up or if a trustee in bankruptcy, liquidator, receiver, or manager on behalf of a creditor shall be appointed or if circumstances shall arise which would entitle the court or a creditor to issue a winding-up order.

The same rights shall apply to the relevant PA or relevant Order for Sony Ericsson Company or Seller Company, if the Seller Company or the Sony Ericsson Company should pass a resolution, or any court shall make an order, that such party shall be wound up or if a trustee in bankruptcy, liquidator, receiver, or manager on behalf of a creditor shall be appointed or if circumstances shall arise which would entitle the court or a creditor to issue a winding-up order.

- c. In the event of any material change in the ownership or control of Seller or Seller Company which results in a materially adverse effect to Sony Ericsson, Sony Ericsson may terminate this Agreement or the relevant PA with immediate effect.
- d. Either Party may terminate this Agreement, any PA or any Order, and any Purchaser and Seller Company may terminate any Order, with immediate effect if the other Party (or the Seller Company or the Sony Ericsson Company as relevant) has committed a material breach of this Agreement, any PA or any Order concluded hereunder, and not rectified the same within thirty (30) days after receiving written notice of termination specifying the breach.
- e. Any breach to any Order or any PA shall be deemed to also constitute a breach to this Agreement.

BB) EFFECTS OF TERMINATION

- a. Termination of this Agreement shall include the termination of PA(s) entered into under this Agreement.
- b. Upon termination pursuant to Article 24.1, any outstanding Orders at the time of termination shall continue in effect and be fulfilled prior the last day of the Agreement.
- c. Upon termination pursuant to Articles 24.1, 24.2, 24.3 or 24.4, Seller shall forthwith make available and permit Sony Ericsson to from Seller Companies free of charge collect and receive Sony Ericsson Tools, Sony Ericsson Documentation and all copies of the technical data, manufacturing instructions and any other information relevant exclusively to the production of the Goods for Purchaser.
- d. Upon termination pursuant to Article 24.4, the defaulting party shall, without prejudice to any other rights and remedies available to the party not in breach under this Agreement or at law, be liable for all losses, expenses, costs, claims and damages incurred by the non-defaulting party as a result of the defaulting party's breach.
- e. Provisions contained in this Agreement, that are expressed or by their sense and context are intended to survive the expiration or termination of this Agreement shall so survive the expiration or termination, including but not limited to Articles 9 (Warranties), 10 (Systematic Defect), 11 (Sufficient Rights), 12 (Compliance with Legislation), 14 (Audit and Inspection), 15 (Documentation and Tools), 17 (Insurance), 19 (Spare Parts), 20 (Product Liability), 21 (Infringements), 22 (Non-assertion), 23 (Confidentiality), and 31 (Governing Law and Arbitration).

CC) FORCE MAJEURE

- a. The performance of a Seller Company or a Purchaser, under this Agreement, any PA or any Order, shall be extended by a reasonable period of time if such performance of the respective party is impeded by an unforeseeable event beyond such party's control, which shall include but not be limited to acts of God, industrial actions, riots, wars (declared and undeclared), embargo or requisition (acts of government), hereinafter referred to as "Force Majeure".
- b. In case of Force Majeure, each Party shall promptly notify and furnish the other Party in writing with all relevant information thereto.
- c. Should an event of Force Majeure continue for more than three (3) months, Sony Ericsson shall have the right to terminate this Agreement, any PA or any Order and Purchaser may terminate any affected Order. In such a case Sony Ericsson shall pay to Seller Company the price of Goods delivered up to the date of termination.

DD) ENTIRE AGREEMENT AND AMENDMENTS

- a. This Agreement supersedes all previous agreements between the Parties relating to the subject matter hereof and may only be amended through a written document, duly signed by the Parties.
- b. Any amendments to this Agreement shall be made in writing and signed by thereto duly authorized representatives of the Parties.

EE) NO AGENCY

The relationship between Sony Ericsson and Seller under this Agreement is that of vendor and vendee. Any employees, agents or representatives of a Party shall be employees, agents or representatives solely of that Party and neither Party nor any such persons shall be or act as employees, agents or representatives of the other Party. Neither Party's agents and/or employees have no right to enter into any contract in the name of the other Party, or to bind the other Party in any respect whatsoever.

FF) ASSIGNMENT

Neither Party or Purchaser may assign rights or duties under this Agreement, any PA or any Order, or part thereof, without the prior written consent of the other Party. Furthermore, Seller and Seller Company may not subcontract significant parts of the development, production and deliveries of the Goods, without the prior written consent of Sony Ericsson. Such consents shall not be unreasonably withheld.

GG) SEVERABILITY

Should any term of this Agreement be deemed illegal or unenforceable by a competent court of law, then that term shall be deemed served from this Agreement, which shall continue in force notwithstanding such severance and the Parties shall meet to agree a substitute term.

HH) NOTICES

- a. Any notice required or permitted to be given by either party under this Agreement shall make reference to this Agreement, any PA or Order, be in writing and shall be sent by registered airmail letter, or by fax or electronic mail confirmed by registered airmail letter, or by personal delivery to the following addresses:

To ULX Corporation
_____, _____, _____

Attn: _____
Fax No: + _____

To _____:

Attn: _____
Fax No: + _____

With copy to:

- b. Such notice shall be deemed to be given
- if sent by registered airmail letter - five (5) days after the day of dispatch, or
 - if sent by fax or electronic mail - on the day of dispatch of the registered
 - airmail letter of confirmation, or
 - if sent by personal delivery - on the day of delivery.

II) GOVERNING LAW AND DISPUTE RESOLUTION

- a. This Agreement, any PA and any Order and disputes and matters arising thereunder shall be governed by and construed in accordance with the substantive laws of Sweden (excluding conflict of law rules). The UN convention on international sale of goods (CISG) shall not apply.
- b. All disputes, differences or questions with respect to any matter arising out of or relating to this Agreement, any PA or Order there under shall be finally settled under the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (ICC Institute), in Stockholm, Sweden by three (3) arbitrators appointed in accordance with the said Rules. The proceedings shall be conducted in the English language.
- c. The Parties shall keep all information, documentation, materials in whatever form disclosed in the course of such arbitral proceeding confidential and such information may solely be used for the purpose of those proceedings.

This Agreement has been duly signed by the Parties hereto, in duplicate, at the places and on the days written below.

Place: Tokyo, Japan

Place: Lund, Sweden

Date: _____

Date: _____

ULX Corporation

SONY ERICSSON MOBILE COMMUNICATIONS AB

By: _____

By: _____

Name:

Name:

Title:

Title:

General Manager Strategic
Sourcing

Master Agreement 概要 (2)

This Base Agreement ("**Base Agreement**") is dated as of Sept. 1st 2006, between **Lenovo (Singapore) Pte. Ltd.** and <ClickHere to type Supplier> ("**Supplier**"), establishes a procurement relationship under which Supplier will provide Buyer with certain Products and Services described in Statements of Work ("SOWs") and/or Work Authorizations ("WAs") that incorporate this Base Agreement by reference. This Base Agreement will remain in effect until terminated.

Definitions

"**Affiliates**" means entities that control, are controlled by, or are under common control with, a party to this Base Agreement.

"**Agreement**" means this Base Agreement and any relevant SOWs or WAs.

"**Engineering Change**" or "**EC**" means any change to a Product intended to correct or improve the Product's function, performance, reliability, cost, safety, appearance, dimensions, tolerances or serviceability.

"**Epidemic Defects**" means Products or Services that experience one or more of the following: (a) the same or similar defect at a rate of one percent (1%) or more (unless a different rate is specified in a SOW) in any thirty (30) day period; (b) the same or similar defect at a rate of one percent (1%) or more of the total Product purchased under this Agreement; (c) one or more safety concerns created by the Products or Services; or (d) failure of the Product or Service to meet its specifications or to otherwise satisfy a material term of this Agreement such that Buyer's marketing and sale of products incorporating such Products or Services may reasonably be expected to expose Buyer to claims by customers (e.g., deceptive trade practice claims).

"**Forecasts**" means a written communication from Buyer to Supplier indicating Buyer's then current estimate as to the volume of Products or Services Buyer expects to order in the coming months or weeks. All forecasts are non-binding and are provided to help Supplier to maintain its capability to deliver the level of Products and Services that Buyer may order in the future.

"**Harmful Code**" means any computer code, programming instruction, or set of instructions (including without limitation, self-replicating and self propagating programming instructions commonly called viruses and worms) with the ability to damage, interfere, or otherwise adversely affect computer programs, data files, or hardware, without the consent or intent of the computer user.

"**Participation Agreement**" or "**PA**" means an agreement signed by one or more Affiliates which incorporates the terms and conditions in this Base Agreement, any relevant SOW(s), and attachments listed in the PA, so that the relevant Affiliate may participate in a supply relationship similar to the one contemplated by this Agreement.

"Personal Data" means any information that is processed for Buyer that may identify an individual.

"Personnel" means agents, employees or subcontractors of Buyer or Supplier.

"Prices" means the payment amount, currency and any associated fees specified in a SOW and/or WA for Products and Services. Prices do not include Taxes.

"Products" means the hardware, software, or other parts that Buyer specifies in a SOW and/or WA and which Supplier delivers under this Agreement.

"Services" means work that Buyer specifies in a SOW and/or WA, and which Supplier performs under this Agreement.

"Statement of Work" or "SOW" means a document labeled as such that is signed by both parties and which references this Base Agreement. The SOW describes the Products and/or Services to be provided under this Agreement, the specifications, acceptance criteria, Prices, delivery locations, delivery lead-times, and other terms and conditions applicable to those Products and/or Services. A SOW does not authorize Supplier to perform any Service or deliver any Products. Such authorization is made only by a valid Purchase Order.

"Taxes" means any and all applicable taxes, charges, fees, levies or other assessments imposed or collected by any governmental entity worldwide or any political subdivision thereof and however designated or levied on sales of Products or Services, or sales, use, transfer, goods and services or value added tax or any other duties or fees related to any payment made by Buyer to Supplier for Product and/or Services provided by Supplier to Buyer under or pursuant to this Agreement; exclusive, however, of any taxes imposed upon the net income or capital of Supplier, any taxes in lieu of such net income taxes and any other taxes which are to be borne by Supplier under law.

"Work Authorization" or "WA" means Buyer's authorization in either electronic or tangible form for Supplier to conduct transactions under this Agreement in accordance with the applicable SOW (i.e., a purchase order, or other Buyer designated document). A SOW is a WA only if designated as such in writing by Buyer.

Ordering and Delivery

Buyer may provide Supplier with rolling forecasts that show the number of units Buyer expects to order in the coming weeks and months. Buyer may modify forecasts up or down at any time in its discretion, subject to limitations set forth in the relevant SOW, if any. The most recent forecast will supersede all prior forecasts. Supplier will use forecasts to maintain its capability to deliver anticipated Product or Service volumes within flexibility ranges that may be set forth in a SOW. All forecasts are non-binding and do not obligate Buyer to purchase any quantity.

A valid Buyer WA is the only authorization for the Supplier to manufacture and ship Product or perform Services. WAs are valid only if issued by the Procurement Business Manager identified in this Base Agreement or a relevant SOW or another individual designated as such in writing by Buyer to perform this duty. The initial Procurement Business Manager for this Agreement is:

Name: Gator Guan

Address: **7/F, 2# Tower, Great Wall Technology Building**

Science & Industry Park, Nanshan District, Shenzhen, P.R. China (518057)

Telephone: +86 755 26553388. ext. 2499

E-mail: gatorg@cn.lenovo.com

Buyer may modify or cancel all or part of a WA at any time prior to passage of title of the Product or Service to Buyer.

Buyer is not obligated to issue any WAs or order any Products or Services, and has no liability for any costs incurred in anticipation of receiving a WA or for any work that is not specifically authorized in a valid WA. Supplier has no right to reject valid WAs. Supplier will inform Buyer promptly if the WA is not valid. Buyer may request changes to a SOW and/or WA and Supplier will submit to Buyer the impact of such changes. If Buyer agrees, those changes will be specified in writing by both parties.

Supplier will deliver Products on time and to the location specified in the relevant SOW and/or WA. Supplier may not deliver Product before the time specified in the PUA. Buyer may refuse to accept an early delivery. Where the Buyer accepts an early delivery, the Supplier is liable for the storage costs up to the original date of delivery and other costs incidental to the early delivery. If a WA specifies a shorter lead-time than the SOW, Supplier will use its best efforts to meet the delivery date specified in the WA.

Supplier will inform Buyer promptly if it cannot meet a specified shipment date and will provide a revised shipment date. At its option, Buyer may either: (1) agree to the revised date; (2) cancel Products or Services not yet delivered at no cost to Buyer; or (3) require Supplier to ship Products using priority freight at Supplier's expense. In addition to the foregoing, Buyer may exercise all other remedies to which it is entitled at law, in equity, and in this Agreement.

Pricing

Supplier will provide Products and Services to Buyer at the Prices agreed upon in the relevant SOW or WA. Buyer will only be responsible for paying the Prices and any applicable Taxes for Products and Services that are accepted under the terms of this Agreement.

Taxes

Supplier shall calculate on its invoices the Taxes owed by Buyer, identifying the taxes due to each applicable tax jurisdiction, and distinguishing taxable from non-taxable Products and Services. Supplier will remit to the applicable

taxing authority all Taxes invoiced to and collected from Buyer by Supplier. If Buyer provides a direct pay certificate, certification of an exemption from Tax or reduced rate of Tax, then Supplier will not pay or invoice such Taxes unless the applicable taxing authority assesses such Taxes, in which case Supplier will invoice Buyer and Buyer will pay such Taxes. Supplier will cooperate to minimize Taxes, including reasonable cooperation with any audit. Supplier bears sole responsibility for all taxes or other levies on property, equipment, software, revenue or income it uses or generates in connection with this Agreement. Buyer will pay Incremental Taxes (Taxes for which Buyer is legally responsible, but which Supplier failed to correctly invoice Buyer at the time they were due). Supplier will submit a timely "Tax Only Invoice" explaining any Incremental Taxes no later than one (1) year from the date Buyer's obligation to pay such Incremental Taxes arose. Supplier shall be solely responsible for any fines, penalties, and/or interest on Incremental Taxes, and Supplier will reimburse Buyer for any fines, penalties, interest and/or other claims that Buyer must pay due to Supplier's failure to properly remit such Incremental Taxes. Buyer will withhold Taxes on payments made to Supplier as required by applicable laws. Lenovo will remit to Supplier the net proceeds thereof.

Payments and Acceptance

Payment terms will be specified in the relevant SOW and/or WA. If no payment terms are specified, then payment shall be made net sixty (60) days from the date Buyer receives a valid invoice for Products or Services it orders under this Agreement or the receipt of such Products or Services, whichever is later.

Payment by Buyer does not constitute acceptance. Buyer retains the right to inspect, test, accept or reject Products and Services until Buyer successfully integrates the specific Product or Service into its own products, or for the period of time set forth in the relevant SOW or WA, whichever occurs first. Buyer may reject entire lots of Products which do not meet quality levels as specified in the relevant SOW or WA. In addition to any other remedies Buyer may have at law, equity or under this Agreement, Buyer shall be entitled to a refund of the purchase price paid for any Products or Services that are properly rejected, and may also recover its costs for inspecting, handling and returning such Products or Services, and any damages it incurs (including cover) as a result of such properly rejected Products or Services.

Electronic Commerce

The parties will electronically transmit and receive legally binding purchase and sale obligations ("Documents") pursuant to the terms of a separate Electronic Data Interchange Letter Agreement ("EDILA") to be entered into by Buyer and Supplier.

Warranties

Supplier makes the following ongoing representations and warranties:

1. Supplier has all rights necessary to enter into this Agreement, and it will comply, at its own expense, with any law or obligation that may affect its ability to fulfill its responsibilities under this Agreement;

2. no claim, lien, or action exists or is threatened against Supplier that may affect Buyer's rights under this Agreement or the use or sale of the Products by Buyer or its customers;
3. Products and Services do not infringe any intellectual property right of any third party;
4. Supplier has provided a written schedule of any third party code that is included in or is provided in connection with the Products or Services and that Supplier, the Products, and Services comply with all licensing agreements applicable to such third party code. Products do not contain any open source code;
5. Products are free from defects in design;
6. Products are free from defects in materials and workmanship for the time period specified in the relevant SOW or WA. For the avoidance of doubt, such time period does not limit Supplier's obligations under Section 8.1 ("Remedies for Corrective Actions") or Section 10 ("Indemnification") of this Base Agreement;
7. Products are safe for their intended and foreseeable uses and will conform to the warranties, specifications and requirements in this Agreement;
8. Services will be performed in a workmanlike manner by individuals with sufficient skill, experience, and training to fulfill the terms of the Agreement;
9. Supplier has written agreements with its employees, contractors, and others as necessary for it to comply with all obligations under this Agreement;
10. Products are not made with and do not otherwise include ozone depleting substances (such as halons, chlorofluorocarbons, hydrochlorofluorocarbons, methyl chloroform and carbon tetrachloride). Products are new and do not contain any used or reconditioned parts;
11. Products do not contain Harmful Code, and will not engage in electronic self help;
12. Products are capable of correctly processing monetary data in the euro denomination and presenting monetary data in the euro currency formatting conventions including the euro sign;
13. Products shall not in any way cause undetected data loss, or similar data integrity issues;
14. Supplier understands and will comply fully with all applicable laws;

15. Supplier will comply with all applicable export and import laws and will make all required filings and disclosures relating to the transfer of technology, software, and commodities. Supplier will not export, directly or indirectly, any technology, software or commodities of U.S. origin or having U.S. content to countries (or nationals of those countries, wherever located), listed in U.S. Export Administration Regulations, as modified from time to time, unless authorized by appropriate government license or regulations;

16. Supplier will comply with all applicable data privacy laws and otherwise protect Personal Data and will not use, disclose, or transfer across borders Personal Data except as necessary to perform under this Agreement;

17. Supplier shall obtain and maintain all relevant licenses and Product certifications for Buyer and Buyer's Affiliates to sell and for Buyer and its customers to use the Products worldwide, and Supplier shall pay all fees required;

18. Supplier shall maintain comprehensive general liability insurance sufficient to cover all claims that might arise from Supplier's activities under this Agreement;

19. Supplier is an expert fully competent in all aspects of providing Products and Services under this Agreement. Supplier will not deny any obligation to Buyer on grounds that Buyer recommended, reviewed, or assisted with regard to any aspect of this Agreement and Supplier acknowledges Buyer's reliance upon Supplier's expertise;

20. If Supplier describes the Product or Service in its own marketing materials, then Supplier warrants such descriptions are true, and Buyer and its customers may rely on such claims in creating their own marketing materials for the Products and Services;

21. Supplier maintains and fully implements documented quality and environmental management systems that meet ISO 9000:2000 and ISO 14001 standards, respectively, and both systems are accredited from an approved registrar. Supplier's design, development, manufacture and support processes all comply with these ISO standards, and Supplier will maintain compliance as these standards evolve. Supplier will demonstrate compliance with these standards to Buyer and third parties, and will provide copies of relevant paperwork, upon request;

22. Supplier shall verify that any encryption technologies are: (a) covered by a valid export license from the U.S. Department of Commerce Export Administration; (b) handled only at locations and pursuant to control procedures approved by Buyer; and (c) ship directly from the approved location only to approved and lawful destinations;

23. Supplier complies with all laws relating to security including the FAA emergency directive on security procedures dated August 9, 1996. Supplier represents that it shall not include any explosive, hazardous, incendiary and/or destructive materials in any products transported under this Agreement; and

24. Supplier will offer post warranty Services as specified in the relevant SOW and/or WA or identify a third party which will provide such Services. Supplier will maintain a supply of repair parts and repair manuals to enable third party service providers or Buyer to support customer requests for repairs for at least seven (7) years from the date of purchase or longer where required by law.

8.0 Remedies

8.1 Remedies for Corrective Actions

If Buyer recalls Product or takes other corrective action due to Supplier's breach of any warranty or representation under this Agreement, including Epidemic Defects, potential safety risks, intellectual property infringement claims or similar reasons ("Corrective Action"), then Supplier shall, at Buyer's request, and at Supplier's expense: (i) sort, screen, and/or replace Products held by Buyer, Buyer's Affiliates, Buyer customers, distributors, and service providers; (ii) implement corrective actions that are approved by Buyer; (iii) accept the return of affected Products for a full refund; (iv) reimburse Buyer and Buyer's Affiliates for one-hundred percent (100%) of Buyer costs incurred in connection with the recall, including, but not limited to, the cost of notifying customers, servicing these customers, transporting and storing Products that undergo Corrective Action and their replacements, product rework, problem diagnosis, costs incurred by third parties retained by Buyer or Buyer's Affiliates to perform some or all of these responsibilities, and other costs reasonably incurred by Buyer or Buyer's Affiliates to maintain customer satisfaction; and (v) for each Product that fails as a result of an Epidemic Defect, Supplier will pay an additional liquidated damage equal to twenty percent (20%) of the system or final product price into which the Product or Service is incorporated. This amount is intended as liquidated damages approximating loss of goodwill for Buyer and Buyer's Affiliates and the expenses they will incur to recover customer confidence. Supplier shall make all payments within thirty (30) days of receiving an invoice from Buyer for such costs.

Acceptance of these costs and liquidated damages shall not waive any other rights or remedies Buyer and Buyer's Affiliates may have under this Agreement, at law, or in equity.

8.2 Remedies for Breach of Warranty

If Products or Services do not comply with the warranties in this Agreement, in addition to other remedies available at law, equity, and/or in this Agreement, Supplier will repair or replace Products (at the latest revision level) or re-perform Services, or credit or refund the Price of Products or Services, such remedy at Buyer's discretion. For such Products, Supplier will issue to Buyer a Return Material Authorization ("RMA") within two (2) days of Buyer's notice. If Supplier fails to repair or replace Products or re-perform Services in a timely manner, Buyer may do so and Supplier will reimburse Buyer for actual and reasonable expenses. Buyer may return Products which do not conform to the warranties in this Agreement from any Buyer location to the nearest authorized Supplier location at Supplier's cost and Supplier will, at Supplier's cost, return any repaired or replaced Product in a timely manner.

9.0 Intellectual Property

9.1 Grant of Rights and Licenses

Supplier grants Buyer and Buyer's Affiliates all intellectual property rights necessary for Buyer and Buyer's Affiliates to market, distribute, sell, use and service the Products and Services or any results thereof. Unless otherwise specified in the relevant SOW, Supplier hereby grants to Buyer and Buyer's Affiliates the royalty free and fully paid up right and license to the foregoing. With respect to any software, this includes the right to copy the software for distribution by any means (including, without limitation, hard drives, CD-ROMs, diskettes, tapes, ROM, and over the internet or via electronic bulletin boards) either alone or together with Buyer or third party programs.

9.2 Works of Authorship and Inventions

All original works of authorship (including, without limitation, designs, schematics, drawings, and mask works) prepared for Buyer under this Agreement shall be deemed to be "works made for hire" and Buyer shall have sole ownership of the copyright and mask work right in such works. To the extent that any such works may not, by operation of law, be "works made for hire," Supplier hereby exclusively assigns to Buyer the ownership of the copyright and mask work rights in such original works of authorship and Buyer shall have the right to obtain and hold in its own name copyrights, registration of copyrights, mask work rights, and whatever similar protection may be available. Supplier agrees to give Buyer or its designee all assistance reasonably required to perfect such rights including, but not limited to: (a) notifying Buyer upon completion of each work of authorship, (b) delivering to Buyer all supporting materials, and (c) completing a certificate of originality form in a format presented by Buyer

If, as a result of performing Services for Buyer or as a result of modifying Products in a manner requested by Buyer, Supplier believes it has developed technology or concepts which comprise a protectable invention, Supplier will promptly disclose this to Buyer in writing. All such inventions will be exclusively owned by Buyer, and Supplier assigns to Buyer, its Affiliates, successors and assigns, all such inventions, together with the right to seek protection by obtaining patent rights or similar protection, and to claim all rights of priority thereunder and the same will become and remain Buyer's property whether or not such protection is sought. Supplier will give reasonable assistance to Buyer in connection with the preparation of any patent applications, assignments or other instruments and documents Buyer considers necessary.

9.3 Non-Assertion

As partial, material consideration for purchases under this Agreement, Supplier covenants not to bring or assist any claim or proceeding of any kind against Buyer, Buyer's Affiliates, and/or Buyer's customers, distributors or service providers for infringement of any intellectual property rights on account of the making, use, sale, offer for sale, importation, or other disposition or promotion of any Product or Service. If Supplier assigns Supplier's intellectual property rights, Supplier shall require as a condition of any such assignment that the assignee agree to be bound by the provisions of Section 9.3 with respect to such intellectual property rights.

10.0 Indemnification

10.1 Indemnification

Supplier will defend, hold harmless and indemnify Buyer, Buyer's Personnel, Buyer's Affiliates, directors, employees, customers, distributors, and service providers from any and all claims and liabilities arising out of this Agreement including, but not limited to, any actual or alleged:

1. breach of any of Supplier's representations, warranties or any other term of this Agreement;
2. asserted or actual infringement of any intellectual property rights;
3. personal injury, death or property damage;
4. unlawful, unfair, or deceptive trade practices attributable to Supplier or its contractors; and
5. other acts or omissions by Supplier or its contractors not otherwise covered by the foregoing.

Supplier shall pay all damages and costs including, but not limited to, attorney fees, damage awards, settlement payments, fines, and the cost of internal resources in Buyer and in Buyer's Affiliates handling such matters. In addition, if an allegation is made that may inhibit the ability of Buyer, Buyer Affiliates, customers, distributors and/or service providers to market, distribute, license and/or use the Products or Services (e.g., a claim of intellectual property infringement), then Supplier will do all things necessary, at its own expense, to obtain the necessary rights for Buyer, Buyer's Affiliates, customers, distributors, and/or service providers to market, distribute, license, and/or use the Products or Services on an uninterrupted basis.

If Supplier cannot obtain such rights, then, at Buyer's option, Supplier shall modify or replace the Products or Services with an uninhibited version, subject to Buyer's approval and subject to such Products or Services meeting all Specifications and otherwise complying with the requirements of this Agreement. Supplier shall reimburse Buyer for all costs and expenses associated with the evaluation of such claims, inspection of Product inventory, and replacement of Products or Services by Buyer, Buyer's Affiliates, and customers. These actions shall not relieve Supplier of its other obligations under this Agreement, and Buyer reserves all other rights and remedies available to it under this Agreement, at law, or in equity. Upon request from Buyer, Supplier shall participate with Buyer and others in the defense of claims that may relate to an actual or potential claim for which Supplier is obligated to indemnify Buyer or Buyer's Affiliates.

10.2 Exceptions to Indemnification

Supplier will have no obligation to indemnify Buyer, Buyer's Affiliates, or directors, employees, customers, distributors and service providers of Buyer or Buyer's Affiliates for claims that Supplier's Products or Services infringe the intellectual property rights of a third party to the extent such claims arise as a result of:

1. Buyer's combination of Products or Services with other products or services not reasonably foreseeable by Supplier and where such infringement or claim would have been avoided in the absence of such combination; or
2. Supplier's implementation of a Buyer design and such infringement or claim would have been avoided in the absence of such design.

11.0 Limitation of Liability

The cumulative liability of Buyer and its Affiliates shall not exceed the purchase price agreed to by Buyer for conforming Products and Services. Buyer will not be liable for the respective actions or omissions of its Affiliates.

12.0 Supplier and Supplier Personnel

Supplier is an independent contractor and this Agreement does not create an agency relationship between Buyer and Supplier or Buyer and Supplier Personnel. Buyer assumes no liability or responsibility for Supplier Personnel and Supplier is responsible for all aspects of its Personnel, including:

1. ensuring Supplier Personnel performing Services on Buyer's premises comply with Buyer's rules for visitors and vendors-on-premises and upon request, provide Buyer, for export evaluation purposes, the country of citizenship and permanent residence and immigration status of those persons. Buyer retains the right to refuse to accept persons made available by Supplier for export control reasons; and
2. not discriminating against any employees, applicants for employment, or any entity engaged in its procurement practices because of race, color, religion, sex, age, national origin, or any other legally protected status.

13.0 Term and Termination

This Base Agreement continues until terminated by either party. Either party may terminate this Base Agreement upon thirty (30) written notice, without any cancellation charge, only for a material breach of this Base Agreement by the other party or if the other party becomes insolvent or files or has filed against it a petition in bankruptcy to the extent permitted by law (collectively referred to as "Cause"). Either party may terminate this Base Agreement without Cause when there are no outstanding SOWs or WAs.

14.0 Termination of a SOW or WA

Buyer may terminate one or more SOWs and/or WAs with or without Cause, upon written notice to Supplier. If Buyer terminates a SOW or WA without Cause, Buyer will compensate Supplier for the actual and reasonable expenses incurred for work in process before the date of termination so long as Supplier uses reasonable efforts to mitigate. Supplier will need to demonstrate these efforts as a condition to reasonable compensation by Buyer. In no event will Buyer be liable for more than the Prices agreed to by the parties for the number of Products or Services expressly authorized by Buyer in the terminated SOW or WA.

Upon termination, Supplier will immediately:

1. cease work;
2. prepare and submit to Buyer an itemization of all completed and partially completed Products and Services;
3. deliver Products completed up to the date of termination at the agreed upon Prices; and
4. upon request from Buyer, deliver any work in process.

15.0 General

15.1 Amendments

This Agreement may only be amended by a writing signed by authorized representatives of both parties.

15.2 Assignment

Neither party will assign their rights or delegate or subcontract their duties under this Agreement to third parties or Affiliates without the prior written consent of the other party, such consent not to be withheld unreasonably, except that either party may assign this Agreement in conjunction with the sale of a substantial part of its business utilizing this Agreement. Any unauthorized assignment of this Agreement is null and void.

15.3 Choice of Law and Forum; Waiver of Jury Trial

This Agreement and any PA entered into under this Agreement will be governed by the laws of the State of Delaware, except: (i) in Australia, this Agreement will be governed by the laws of the State or Territory in which the transaction occurs; (ii) in the United Kingdom, this Agreement will be governed by the laws of England; (iii) in Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan, this Agreement will be governed by the laws of Singapore, unless otherwise required by the local law; (iv) in Estonia, Latvia, and Lithuania, Finnish law applies; (v) in Canada, the laws of the Province of Ontario govern this Agreement; (vi) in the People's Republic of China, the law of mainland China will apply. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The parties expressly waive any right to a jury trial regarding disputes related to this Agreement. Unless otherwise provided by local law, any legal or other action related to a breach of this Agreement must be commenced in a court sited within the country in which the breach occurred, or in a state or federal court sited in the State of Delaware, if any part of the transaction is performed in the United States.

15.4 Communications

All communications between the parties regarding this Agreement will be conducted through the parties' representatives as specified in the relevant SOWs and WAs.

15.5 Counterparts

This Base Agreement and relevant SOWs and amendments to this Base Agreement or relevant SOWs may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same agreement. Any copy of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

15.6 Exchange of Information

The parties will not publicize the terms of this Agreement, or the relationship, without prior written consent of the other party except as may be required by law, provided the party publicizing obtains any confidentiality treatment available.

Supplier will use information regarding this Agreement only in the performance of this Agreement. Supplier will obtain agreement from its employees and entities allowing Buyer to receive and use information Supplier may provide Buyer about those employees and entities if that information is governed by privacy laws or other non-disclosure agreements. Other than the foregoing, all information exchanged in connection with this Agreement is non-confidential unless exchanged pursuant to the terms of a separate confidentiality agreement signed by the parties.

15.7 Freedom of Action

This Agreement is nonexclusive and either party may design, develop, manufacture, acquire or market competitive products or services. Buyer will independently establish prices for resale of Products or Services and is not obligated to purchase any Products or Services, nor announce or market any products or services and does not guarantee the success of its marketing efforts, if any.

15.8 Most Favored Customer

Prices, terms and conditions offered by Supplier to Buyer shall not be any less favorable than the prices, terms or conditions offered by Supplier to any other entity for similar products or services. If Supplier offers similar products or services at lower prices or on better terms than Supplier offers to Buyer, then Supplier shall promptly notify Buyer of the offer and reimburse Buyer for the difference.

15.9 Force Majeure

Neither party will be in default or liable for any delay or failure to comply with this Agreement due to forces beyond their reasonable control (not to include labor actions or actions of subcontractors), provided such party immediately notifies the other and takes all reasonable steps to mitigate against the delay or failure.

15.10 Prior Communications and Order of Precedence

This Base Agreement replaces any prior oral or written agreements or other communication between the parties with respect to the subject matter of this Agreement, excluding any confidential disclosure agreements. In the event of any conflict in these documents, the order of precedence will be:

1. the quantity, payment and delivery terms of the relevant WA;
2. the relevant SOW;
3. this Base Agreement; and
4. the remaining terms of the relevant WA.

15.11 Record Keeping and Audit Rights

Supplier will maintain (and provide to Buyer upon request) relevant business and accounting records to support invoices under this Agreement and proof of required permits and professional licenses, for a period of time as required by local law, but not for less than three (3) years following completion or termination of the relevant SOW and/or WA. All accounting records will be maintained in accordance with generally accepted accounting principles.

15.12 Severability

If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.

15.13 Survival

The provisions set forth in the following Sections and Subsections of this Agreement will survive after termination or expiration of this Agreement and will remain in effect until fulfilled: "Taxes", "Warranties", "Remedies", "Intellectual Property", "Indemnification", "Limitation of Liability", "Record Keeping and Audit Rights", "Choice of Law and Forum; Waiver of Jury Trial", "Exchange of Information", and "Prior Communications and Order of Precedence".

15.14 Waiver

An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.

ACCEPTED AND AGREED TO:

ACCEPTED AND AGREED TO:

Lenovo (Singapore) Pte. Ltd.

<ClickHere to type Supplier>

By: _____
Buyer Signature Date

By: _____
Supplier Signature Date

Printed Name

Printed Name

Title & Organization

Title & Organization

Buyer Address:

Supplier Address:

SOW の概要

This SOW # <ClickHere to type SOW#> adopts and incorporates by reference the terms and conditions of Base Agreement # <ClickHere to type Base Number> between <ClickHere to type Lenovo entity which signed the Base Agreement> and <ClickHere to type name of Supplier which signed the Base Agreement>. This SOW is effective beginning on <ClickHere to type Effective Date> and will remain in effect until <ClickHere to type End/Termination Date>. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW, the Base Agreement and any applicable WAs. This SOW is not a WA.

Product Unique Attachments and any changes thereto must be in a writing signed by both parties, and the terms of a Product Unique Attachment will apply only to the Products identified in such Product Unique Attachment. The initial Product Unique Attachment is attached hereto as “Product Unique Attachment # 1” and incorporated herein by reference. Subsequent Product Unique Attachments or changes to existing Product Unique Attachments will take effect on the effective date provided therein and will be incorporated herein upon execution by the parties.

Definitions

“**Buy/Sell**” means the process in which Buyer purchases the Product for resale to a CM for use in producing products for Buyer.

“**CM**” means a contract manufacturer or other authorized third party, that is contracted to produce products for Buyer, that may purchase Products from Buyer under Buy/Sell or may be authorized by both Buyer and Supplier to purchase Products directly from Supplier under an LOA or under the terms of this SOW.

“**CM Affiliate**” means entities that control, are controlled by, or are under common control with a CM under this SOW.

“**Customers**” means Buyer’s customers

“**Custom Product**” means Products which are products that are sold only to Buyer or Buyer’s CM for use solely in production of products for Buyer.

“**Days**” or “**Day**” means calendar days unless otherwise specifically noted.

“**ESI Quoting Tool**” means Buyer’s electronic forum for receipt of Supplier information and quotations.

“**Lead Time**” means the minimum length of time prior to a specific delivery date that Supplier must receive a WA from Buyer to ensure delivery by such date.

“**LOA**” means a letter of authorization that allows a CM or CM Affiliate to purchase Products directly from Supplier.

“**Problem**” means any Product defect, including without limitation, any failures, errors or other defects arising as a result of the failure of the Product to function in accordance with its specification or other requirements.

“**Product Unique Attachment**” means a document titled Product Unique Attachment that contains provisions unique to a specific Product.

“**Standard Product**” means Product which is a product that is sold to any party other than Buyer or a CM to the extent authorized by Buyer.

Product Definition***Product Description***

The Products are described in the Product Unique Attachment(s). Products also include all Product code and Product documentation.

Product Specifications & Certifications

Products will comply with all the requirements set forth in Exhibit A to this SOW. Buyer's specifications shall be listed in the Product Unique Attachment(s). If no Buyer specifications are provided for therein, Buyer's specification shall consist of: design file data, schematics, engineering prints, bills of material, functional test requirements and other written designs, drawings, and prints mutually agreed to by Buyer and Supplier and/or Supplier's documented and published specifications, catalogs, marketing materials, and other documents associated with the Buyer part number including references in such materials to future upgrades and/or performance. Any individual term or section of those Supplier specifications and documents that form Buyer's specifications that conflicts with or reduces Supplier's obligations under the Agreement shall be invalid and unenforceable and the remainder of Buyer's specification will be unaffected.

Country of Origin Product Certification

Supplier certifies that the Products have the country(ies) of origin specified in section 2.0 of the relevant Product Unique Attachment(s) to this SOW. If there are any changes to this information, Supplier will notify Buyer by providing a new country of origin certification signed by an authorized Supplier representative before shipping any affected Products. If any part number has more than one country of origin, Supplier certifies that each country of origin is specified in the Product Unique Attachment and Supplier will deliver to Buyer instructions regarding how Buyer can distinguish each country of origin for part numbers with more than one country of origin prior to shipping the affected Products.

Product Software and Documentation

Supplier will deliver, at the earlier of a date requested by Buyer or prior to its first shipment of Product: (i) a fully completed and signed certificate of originality (in a form to be specified by Buyer) for all Product code and documentation, and (ii) all Product code, publications, and documentation in a format and media as specified by Buyer. Additionally, Supplier will promptly deliver to Buyer all updates (including, without limitation, all error corrections, enhancements and new versions) to such Product code, publications, and documentation in the same format and media as specified by Buyer. Supplier grants Buyer a nonexclusive, worldwide, perpetual, irrevocable, fully paid up, license to prepare and have prepared derivative works of Product code and documentation, and to use, have used, execute, reproduce, transmit, display, perform, transfer, distribute and sublicense Product code and documentation and such derivative works, in any medium or distribution technology, and to grant others the rights granted herein. Buyer will not be obligated to preserve any copyright management information included in the Product code or documentation.

Engineering Changes

Buyer may request Engineering Changes. If the parties mutually agree to implement the changes, the ECs submitted by Buyer will be implemented by Supplier in a manner consistent with the Product's original design (e.g., a missing

“caution” label will be replaced by the same type of label and in the same location as originally specified). Supplier will provide documentation illustrating its performance of ECs upon Buyer’s request. If Buyer places requirements or limitations on a particular Product that result in an increase in Price as compared to the prices of similar products offered without such requirements, then Supplier shall notify Buyer of the opportunity to lower Price, and Buyer shall have the option of modifying the requirements so that its Products can be purchased at this lower price.

Purchasing

Product Purchases

Buyer is under no obligation to purchase any Products, except as ordered in WAs and within the liability limits addressed elsewhere in the Agreement. Supplier agrees to accept all WA’s that conform with the terms and conditions of the Agreement.

Purchase by Authorized Third Parties

Supplier agrees that Buyer may purchase Product from Supplier and resell the Product to the CM or CM Affiliate (“Buy/Sell”) for use in Buyer’s products. Buyer may, with Supplier’s consent (such consent not to be unreasonably withheld), authorize the CM or CM Affiliate by way of a LOA to purchase Products directly from Supplier. In such cases, subject to reasonable credit requirements or other reasonable guarantees that Supplier may require from the CM or CM Affiliate, Supplier agrees to: (i) honor such LOAs upon written notice from Buyer, and (ii) sell the Products to such CM or CM Affiliate at the Price then being offered to Buyer for such Products. In no event will Buyer, Buyer Affiliates or Supplier be liable to the other for the respective acts or omissions of the CM or CM Affiliate, including, without limitation, transactions conducted pursuant to a LOA. Supplier shall promptly notify Buyer of any instances where Supplier has reasonable grounds to object to conducting business directly with a specific CM or CM Affiliate. Supplier agrees that Buyer may enforce the terms and conditions of the Agreement directly with Supplier (as if Buyer purchased the Products or product directly from Supplier) for any purchases made by CM or CM Affiliate for use in Buyer’s products. The provisions of any agreement between Supplier and a CM or CM Affiliate shall have no effect on the Agreement. If the terms of the agreement between the Supplier and CM would cause the Buyer to pay more for cancellation of Product orders than would be authorized under this SOW, Supplier shall provide Buyer with a rebate of the difference.

Authorized Disclosure of Business Information on Buy/Sell Products

Supplier agrees that for Buy/Sell purchases and sales, Buyer and Buyer’s Affiliates may disclose reasonable information to the CM or CM Affiliate required to facilitate the transaction of business involving Supplier’s Products managed under Buyer’s Buy/Sell process. Such information may include, but shall not be limited to: Product Lead Times, minimum order quantities, vendor multiples, Product specifications, and contract administrative information. Buyer will use reasonable commercial efforts to limit disclosure of such information to those CM or CM Affiliates that have a need for such information.

Supplier's Supply Responsibilities

Delivery Changes & Quantity Decreases

Supplier will comply with Buyer's requested changes to delivery terms of Products specified in a WA, in accordance with section 3.0 of the Product Unique Attachment(s) to this SOW, without additional charge to Buyer. If Buyer decreases Product quantities specified in a WA outside of allowances described in the Product Unique Attachment(s), Supplier will use commercially reasonable efforts to mitigate Buyer's liability.

Minimum Period of Availability.

Unless otherwise agreed by the parties in writing, all Product(s) set forth in the Product Unique Attachment(s) shall have a minimum period of availability of five (5) years commencing from the date that each Product was first purchased by Buyer or Buyer's CM for use by Buyer. Any Product(s) that are added during the term of this SOW shall have a minimum period of availability of five (5) years from the date of addition to this SOW. In the event this SOW is terminated by Supplier as provided for in Section 8.0 (Term, Termination and Survival) or Supplier terminates this SOW for cause, Buyer may continue to purchase the Product(s) at the terms set forth in this SOW until the minimum period of availability for the applicable Product has expired. Supplier may require reasonable assurances of payment as a condition of such purchases if Supplier terminates for cause. This right to purchase products during the minimum period of availability shall survive the expiration or termination of this SOW. Supplier shall offer any follow on products that are compatible with the Product(s) herein.

Use of Subcontractors

Supplier's use of subcontractors will not relieve Supplier of the responsibility for the subcontractor's performance, and Supplier's responsibilities assumed under this SOW will be equally applicable to such subcontractors, as must be agreed upon between Supplier and such subcontractors. Buyer reserves the right to review both the Supplier's management system for the operations of its subcontractors and to review with Supplier, their subcontractor's management system for operations for the purposes of this SOW. Buyer reserves the right to reject Supplier's use of a subcontractor in performance of this SOW for any reason.

Asset Protection

In the event that assets are loaned to Supplier and there is no separate loan agreement in place between Buyer and Supplier for those assets, Supplier will be responsible for risk of loss and for the return of those assets to Buyer.

Taxes and Duties

Supplier will ensure that the Prices do not include sales, use or similar taxes that do not apply to Buyer as a reseller of Products and/or Services. Regardless of the applicable delivery terms, Supplier will be responsible for all legal, regulatory and administrative requirements, in addition to all associated duties and fees, associated with importation of Products into the country where the Product is received by Buyer.

Invoices & Payments

The terms of payment are net sixty (60) days either after receipt of Supplier's valid invoice or after receipt of the Products or Services, whichever is later. Supplier will not invoice Buyer until after Product delivery. Invoices to Buyer must include, at a minimum, the following: (i) applicable WA line item numbers; (ii) SOW and WA numbers; (iii) terms of payment as provided herein; (iv) billing period dates; (v) applicable Product unit Prices; (vi) total amount invoiced; (vii) the Harmonized Tariff Code of the importing country for every Product; and, (viii) Product descriptions with sufficient detail to enable verification of associated Product categorical classifications.

Electronic Commerce

Buyer may issue scheduling documents ("Blanket Purchase Orders") which may have the appearance of a normal WA, but do not include a delivery date. Such Blanket Purchase Orders are issued only as a logistical processing document to enable the use of electronic purchase order communications and are not binding in any manner and shall not be considered as WAs by the parties, regardless of quantities or prices that may be included in such Blanket Purchase Orders. Unless previously submitted by Supplier, in order to initiate electronic transfer of payments associated with this SOW, Supplier will complete the form entitled "Authorization for Electronic Funds Transfer" (if Supplier's bank is in the United States) or the form entitled "Electronic Funds Transfer" (if Supplier's bank is outside the United States) as provided to Supplier by Buyer and fax the completed form to Buyer's Accounts Payable at the number included on the form.

Disaster Recovery Plan

Before the first shipment of Products, Supplier shall have a disaster recovery plan in place to protect the supply of Products to Buyer. At Buyer's request, Supplier will provide the disaster recovery plan to Buyer. Supplier's disaster recovery plan (and any subsequent changes thereto) must be acceptable to Buyer. Supplier, however, remains solely responsible for the performance of its responsibilities under the Agreement and the adequacy of the disaster recovery plan regardless of whether Buyer has reviewed and approved the plan.

Pricing And Product Changes

Product and Price Changes

Buyer and Supplier agree that the addition of products to this Agreement (e.g. part number #), and any Price changes agreed by the parties shall not require a written amendment to the SOW, provided that the following provisions of this section are followed. Buyer and Supplier agree that these transactions will be conducted via e-mail or via the use of the RFQ quoting process in which Supplier inputs product and prices into Buyer's ESI Quoting Tool. The issuance of an e-mail from Supplier that contains products and prices or new prices for existing Products, or the input by Supplier of data into Buyer's ESI Quoting Tool that includes new products and pricing or new prices for existing Products, which are accepted by Buyer via e-mail, written notice, or by the issuance of a WA that incorporates such additions or changes, shall incorporate such additions as a Product or Price change under the terms of this SOW. Acceptance by Buyer via e-mail will be deemed received upon arrival at the Supplier's Internet address. The receiving party will promptly notify the

originating party if a e-mail is received in an unintelligible form, provided that the originating party can be identified. As part of each Price review, Buyer and Supplier shall review and document a consolidated list of all Products that are in effect under this SOW and the current Prices that have been agreed for those Products.

Benchmark Studies

At any time, Buyer intends to do benchmark studies with other suppliers throughout the term of this SOW to determine whether Buyer is receiving world class competitive prices. Benchmarking may consist of RFI's, consumer indexes, consumer/industry consultants, qualified supplier pricing, technology efficiencies or any other vehicle Buyer determines valid. In the event that Buyer learns of lower prices for like volumes of similar products under similar terms and conditions, Supplier agrees to use all commercially-reasonable efforts to reduce the current agreement Prices to a level which both parties shall determine keeps Buyer world class competitive. Both parties agree to update the current SOW Prices as shown in Product Unique Attachment to reflect any agreed to change between the parties, subject to the provisions of Section 4.1 of this SOW.

Price and Volume Basis

All quantities purchased by Buyer, its Affiliates and by CM's and their Affiliates for use in Buyer's Products, in total shall be used in Price calculations, to the extent that quantities affect pricing. In addition, such quantities shall also be used in calculations of any volumes, to the extent that any volume commitment has been mutually agreed.

Quality

Acceptance Criteria

Buyer may inspect and test all Product at Buyer's facility prior to acceptance or rejection, and may refuse to accept Product which does not conform to the specifications, certifications, and other requirements referenced in this SOW. If Buyer rejects Product and requests a replacement Product, Supplier shall replace the rejected Product within seven (7) Days of Buyer's request, and shall pay for the air freight, if required by Buyer, and all other expenses associated with the return of the rejected Product.

Product Modifications

Supplier will not make any changes to Products without Buyer's prior written consent, such consent not to be withheld unreasonably. Nor will Supplier make any changes to processes supporting Products that have been certified by Buyer, without Buyer's prior written consent, such consent not to be withheld unreasonably. In the event of such changes without Buyer's prior written consent, Supplier will, at Buyer's discretion, either: (i) replace all such products with Products approved by Buyer and reimburse Buyer for all actual and reasonable expenses incurred that are associated with such products replacement (including expenses associated with problem diagnosis, testing, and replacement of products in normal inventory, finished goods inventory, distributors inventories, and with Customers); or (ii) credit or refund Buyer the Price of the Products. If Supplier improves the safety, function, cost, or reliability of products that it builds for itself or for its other customers by changing a design, component, part, supplier, or production process that may also be used in or

in connection with a Product that Supplier builds for Buyer, then Supplier will inform Buyer of such improvement and implement changes to Product as approved by Buyer to incorporate such improvement in Products.

Quality Audits and Records

Buyer or Buyer's quality representative may conduct audits of any or all Product and Product component facilities and any or all sites where work is being performed or materials are being delivered to Supplier in performance of Supplier's work for the Buyer. Supplier shall, at Buyer's request, permit access to Buyer or Buyer's quality representative to all manufacturing operations for the Products. Such audits may relate to process control, quality inspection test data, internal audit reports, and other information related to the Product being manufactured in compliance with all the requirements of this SOW. Supplier will establish and maintain procedures for identification, collection, indexing, filing, storage, maintenance, and disposition of all quality records, including but not limited to, Statistical Process Control data, test and inspection records, and all other quality records required by Buyer. Supplier shall maintain a history file for all Products, by part number, that tracks changes to the Product or Product component designs, materials, and/or manufacturing source. Supplier will make any or all of the aforementioned records available to Buyer or Buyer's quality representative.

Document Control

Supplier shall ensure that all documents such as software/firmware, engineering drawings, specifications, contracts, policies, procedures, manufacturing process flow chart, and work instructions (including test procedures) are under revision control and are available to all necessary Buyer and/or Supplier Personnel in the manufacturing environment. Supplier shall have a system for the effective updating/removal of any obsolete documentation from all manufacturing areas.

Product Traceability Requirements

Supplier shall establish and maintain procedures and processes for the identification and lot traceability of critical Product items during all stages of production, delivery, and installation per applicable ISO & EIA standards. Supplier will maintain both forward and backward traceability capabilities and ensure that its response time for traceability requests from Buyer does not exceed twenty-four (24) hours.

Supplier must immediately notify Buyer of any factors affecting Product quality. Supplier will not ship affected Products to Buyer without prior written approval from Buyer. Within twenty-four (24) hours of Supplier's notification to Buyer pursuant to this section, Supplier will provide Buyer a resolution plan including a description of the factor affecting Product quality, documentation of the root cause analysis performed by Supplier in response, a schedule of all actions for the containment and correction of all affected Products, relevant traceability data for the affected Products, and a process ensuring the effectiveness of the actions to be taken hereunder.

Review and Disposition of Nonconforming Product.

Supplier shall have established, documented, and maintained procedures to ensure that Product, which does not conform to the requirements of the Agreement, is prevented from unintended use or shipment to Buyer. If Buyer expressly instructs Supplier to ship nonconforming Product to Buyer, then Supplier will describe the extent of such Product's nonconformance in writing and secure Buyer's written agreement prior to any shipment of any such nonconforming Product.

Periodic Quality Reviews

Supplier shall develop and implement a process for continuous Product improvement. Buyer may conduct reviews and/or hold meetings related to Supplier's performance under the SOW in accordance with the Product Quality Agreement identified in Exhibit A.

Technical Support Responsibilities

In addition to its other obligations under this SOW, Supplier will provide to Buyer the name and phone numbers of Supplier Personnel to contact for all technical support matters related to the Product. Supplier will keep Buyer informed of any known problems with the Product and their associated solutions.

Quality Cost Sharing

Except in the case of Epidemic Defects, Supplier shall compensate Buyer in the event Buyer or Buyer's authorized third party incurs costs associated with Products under this SOW for in warranty defects, and such costs exceed one hundred thousand dollars (\$100,000 USD) per Product(s) on an annual basis. Such compensation shall be fifty percent (50%) of Buyer's or Buyer's authorized third party's reasonable costs, which may include but are not limited to; repair, replacement, rework, field labor, logistics, problem diagnosis, and field and finished goods inventory related costs ("Excess Failure Costs"). Supplier will make payments to Buyer within thirty (30) days of receiving an invoice from Buyer for such Excess Failure Costs. For avoidance of doubt, the section of the Base Agreement entitled "Remedies for Corrective Actions", and not this section, will apply in the instance of an Epidemic Defect.

Drop Shipments To CM's And CM Affiliates

For Buy/Sell Products, Buyer will place orders with Supplier for shipment to Buyer or Buyer may specify direct shipment to the CM or CM Affiliates. For any deliveries that are not timely, Buyer may electronically notify Supplier to adjust deliveries to Buyer and drop ship the Product directly to the CM or CM Affiliate. Supplier shall, if such notice is received at least one day prior to shipment, drop ship the affected order directly to the CM or CM Affiliate as instructed by Buyer. Any drop shipment activity shall be at no cost to Buyer.

Warranty Support

Warranty Period

Buyer's entitlement to the warranty redemption in section 8.2 of the Base Agreement (entitled, "Remedies for Breach of Warranty") as it applies to subsection 6 of section 7 of the Base Agreement (entitled, "Warranties") will be available to Buyer for all Products purchased hereunder for the longer of the relevant warranty period set forth in the Product Unique

Attachment (as calculated from the date Buyer or the CM or CM Affiliate takes title of Product) or the relevant warranty period offered by Buyer to its Customers in the relevant Buyer offering that includes the Product. With regard to repaired Product, such warranty redemption period shall be the longer of the above period for the original Product or one hundred and eighty (180) days after Buyer's receipt of the repaired Product. In no case, will said warranty be for a period less than that provided by Supplier to its most favored customers. Nothing in this section shall be deemed to affect or amend the duration of the remaining warranties or Buyer's entitlement to warranty redemption in the Agreement.

Warranty Redemption Logistics

Supplier will provide Buyer with information and processes by which Buyer is able to verify Product warranty entitlement. Where Supplier is required to ship Product pursuant to its warranty redemption responsibilities under the Agreement, Supplier will ship such Product to Buyer's designated "ship to" location via Buyer's designated carrier. Unless specified otherwise by Buyer, Supplier will provide locations for Buyer to redeem Product warranty in the following four (4) geographic areas: United States, Western Europe, Pacific Rim and Brazil. For Buy/Sell Product, Supplier agrees to provide warranty redemption support directly to the CM or CM Affiliate such that the CM or CM Affiliate may return defective material directly to Supplier for repair or replacement in accordance with the terms of this SOW.

Term, Termination And Survival

The term of this SOW shall be for two (2) years from the SOW Effective Date and thereafter shall extend for successive one year terms until either party provides notice of intention to terminate. Any notice of intention to terminate must be given at least one hundred eighty (180) Days prior to the end of the then current term. The provisions of this Section shall not affect Buyer's termination rights provided in the section of the Base Agreement titled "Termination of a SOW or WA." Any provisions of this SOW that by their nature extend beyond its termination will remain in effect until fulfilled, and apply to the parties respective successors and assignees.

End Of Life ("EOL") Support

During the term of this SOW, Supplier shall: (i) provide Buyer with a minimum of twelve (12) months' prior written notice ("Notice Period") of Supplier's intent to withdraw any Products and/or Services for purchase that Supplier is authorized by Buyer to withdraw (an "EOL Notice"), and (ii) provide Buyer a minimum of one hundred eighty (180) Days from the date of the EOL Notice to place orders for Products and/or Services described in an EOL Notice (an "EOL Order") in quantities as Buyer deems necessary. Unless otherwise agreed, Buyer may schedule deliveries for EOL Orders at any time during the EOL Notice period. If Supplier exercises the right to terminate this SOW, such termination shall be treated as an end of life situation where the notice period shall be the required notice period for the termination and Buyer shall have the right to make purchases of Products in end of life quantities that Buyer deems necessary.

Guaranty For Purchases Through Supplier Affiliates

Company Guaranty

Supplier guarantees the prompt and satisfactory performance of obligations and responsibilities under the Agreement or any PA by its Affiliates in accordance with all the terms and conditions of the Agreement or any PA. If a Supplier Affiliate defaults in performance of its obligations or responsibilities under the Agreement or any PA according to their terms and conditions, Supplier shall pay to Buyer or Buyer's Affiliate(s) all damages, costs and expenses that Buyer or Buyer's Affiliates are entitled to recover from Supplier's Affiliate by reason of such default. This guaranty shall continue in force until all obligations of Supplier's Affiliate under the Agreement or any PA have been completely discharged. Supplier shall not be discharged from liability under this guaranty as long as any claim by Buyer or Buyer Affiliate against Supplier's Affiliate remains outstanding.

Notices Regarding Supplier Affiliates

Notice to Supplier of acceptance of any PA or WA and of default of any PA or WA by Supplier's Affiliate is waived.

Authority of Supplier Affiliates

Supplier's Affiliates have the authority, with Buyer's written approval, to amend, modify and expand the PA or WA (e.g., by way of new SOWs and/or WAs) and such amendments, modifications and expansions shall be deemed part of the Agreement for purposes of this guaranty regardless of whether Supplier has been notified of same. This guaranty shall be binding on Supplier and on its legal representatives.

Buyer's Affiliates

Participation by Buyer's Affiliates

Each of Buyer's Affiliates may participate against the Agreement and exercise any of the rights of Buyer under the Agreement and this SOW by: (i) issuing WA's referencing the Agreement and this SOW, that are accepted by Supplier or Supplier's Affiliates; or (ii) by the execution of a PA that is mutually agreed with Supplier or Supplier's Affiliates that incorporates by reference the terms and conditions of the Agreement and any unique terms or conditions required by Buyer's Affiliate. If Buyer's Affiliate issues a WA referencing the Agreement and this SOW which is accepted by Supplier or Supplier Affiliate, Buyer's Affiliate shall have all rights, benefits, protections, and remedies of Buyer hereunder based on the Agreement and this SOW in effect on the date the WA was issued or last amended. The parties agree that any changes to the Price(s) in this SOW, or the addition or deletion of Products set forth in this SOW is agreed by the parties to be incorporated by reference in those PAs concurrent with the incorporation of such changes into the Agreement or this SOW.

Buyer Non-Liability for Buyer Affiliate Actions

Supplier acknowledges and agrees that all WAs or PAs issued by Buyer's Affiliates are independent agreements between Supplier or Supplier's Affiliates and Buyer's Affiliates. Buyer shall not be liable to Supplier or Supplier's Affiliates for any actions or inaction of any Buyer Affiliate(s) under a WA or PA, nor shall any actions or inaction by Buyer's Affiliate(s) constitute a breach of the Agreement between Buyer and Supplier.

Buyer Affiliate WA and PA Governing Law

The performance of actions under a Buyer’s Affiliate WA referencing the Agreement will be governed by the laws specified in the Agreement. The performance of actions under a PA referencing the Agreement will be governed by the laws specified in the PA. If the PA is silent on applicable law and jurisdiction, the applicable law and jurisdiction shall be as specified in the Agreement.

12.0 Counterparts

This SOW may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same agreement. Any copy of this SOW made by reliable means (for example, photocopy or facsimile) is considered an original.

ACCEPTED AND AGREED TO:	ACCEPTED AND AGREED TO:
Lenovo (Singapore) Pte. Ltd.	<NAME OF SUPPLIER ENTITY TO SIGN THIS SOW>
By:	By:
Buyer SignatureDate	Supplier SignatureDate
Printed Name	Printed Name

Title	Title
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EXHIBIT A (PRODUCT SPECIFICATIONS AND CERTIFICATIONS)

Customer Specification # (if applicable)	Engineering Change Level # (if applicable)	Description
873444	F02220	Shipping and Packaging Requirements for Purchased Electronic Components
873589	F02220	General Requirements (Technical) for Purchased Electronic Components
78G9129	F02220	Quality Requirements For Purchased Electronic Components
		Product Quality Agreement, dated: _____

EXHIBIT B (ATTACHMENTS)

1. Product Unique Attachment(s)
2. Authorization for Electronic Funds Transfer (if Supplier's bank is in the United States) OR Electronic Funds Transfer (if Supplier's bank is outside the United States)
3. Certificate of Originality
4. Supplier Third Party Authorization
5. Supplier Quality Attachment