



Terms of Purchase Order

1. The Terms of Purchase Order (the “Terms”) constitute a part of this purchase order (“Order”) and govern transactions shown on the Order. Vendor shall within two (2) business days upon its receipt respond to the issuer of Order (“Buyer”) of its acceptance or refusal. Vendor’s silence within the said period will be deemed a consent to the Order. The Order shall not be modified, amended or terminated without a written confirmation by the parties’ authorized representatives except that Buyer may revise, withdraw or cancel in whole or in part before Vendor’s acceptance or by sending a seven (7) days’ prior notice to Vendor.
2. All invoices shall be submitted to Buyer for review within a hundred and eighty (180) days after the completion of shipment. The payment of invoices submitted later than the said period will be considered waived by Vendor. Buyer shall be entitled to hold any payment in dispute and offset from Vendor’s invoice any indebtedness of Vendor or Vendor’s affiliates to Buyer or Buyer’s affiliates whether due, payable, related to the Order or not. Vendor agrees that the price stated on the Order shall not be less favorable than the price it offers to other customer for the same or similar products in similar quantity.
3. Time is the essence of the Order. Regardless what delivery term the parties may agree, Vendor shall be the exporter and importer of all shipping documents and obligated to all related custom duties, taxes and government fees. In the event Vendor fails to deliver punctually, Buyer may charge Vendor a penalty at the rate of 0.3% of Order price per day until the completion of delivery, and shall be entitled to at its sole discretion request Vendor to use a premium and more expeditious method of transportation at Vendor’s costs, cancel Orders in whole or in part with immediate effects without any liability, or procure the same product or equivalent replacements from a third party at Vendor’s sole costs. For avoidance of doubt, Buyer shall still be entitled to any compensations or remedies hereof or provided by laws.
4. Buyer may but is not obligated to conduct an incoming inspection toward products after its receipt. Once any product is found defects or non-conforming, Vendor shall at its own costs and at Buyer’s option to replace with a new and non-defective one or fully refund to Buyer. Buyer is entitled to return the entire order of products received if the products fail to pass Buyer’s sampling criteria and acceptable quality level. The said incoming inspection does not relieve Vendor from any warranty obligation hereof.
5. Vendor represents and warrants that products (a) are all brand new and free from defects in design, material and workmanship; (b) strictly comply with the specifications; (c) unless the Order otherwise states, will not malfunction or contain any errors for a period of three (3) years starting from the later of Buyer’s physical receipt and passing Buyer’s incoming inspection; (d) are of merchantable quality and fit for their intended purpose or general usage; (e) are free and clear of all liens and encumbrances and Vendor has good and marketable title; (f) are in compliance with all applicable federal, state and local laws, regulations and safety requirements; and (g) are safe, not containing any hazardous materials, and will not impair or cause damage to persons or property. In case the product is not in conformance to above warranties, Vendor shall at Buyer’s sole discretion and without limiting Buyer’s remedies in laws or equity: (a) replace or rework the non-conforming product at Vendor’s sole cost; (b) accept Buyer’s request to return the product for full refund, within three (3) days upon Buyer’s determination. Notwithstanding the foregoing, Buyer may choose to take actions as may be required to rectify all non-conformities in which event all related costs and expenses shall be for Vendor’s account. Vendor’s warranties shall survive inspection, acceptance and payment and shall be in addition to any warranties of Vendor whether express, statutory or implied.
6. Buyer retains the ownership of the designs, know-how and any other intellectual property of products to the extent customized by Vendor for Buyer. Vendor agrees that Buyer is granted a license, on a non-exclusive, fully paid-up, sub-licensable, perpetual and worldwide basis, under any and all intellectual properties Vendor owns or controls, to make, have made, use, sell, offer for sale, import and export the products or the goods similar to products. Vendor warrants that the products do not infringe any intellectual property rights of any third party. Vendor agrees to defend, indemnify and hold harmless Buyer, Buyer’s affiliates, and their officers, directors, employees, agents, distributors, and customers from and against all claims, suits, actions, damages, costs, expenses and liabilities (including but not limited to attorneys’ fees) arising from any actual or alleged claim of infringement of any patents, trademarks, copyrights, trade secrets or designs or other industrial and/or intellectual property right in connection with (a) Vendor’s products or services, or (b) the methods or processes used for the manufacturing of products. Notwithstanding the foregoing, Vendor shall at its sole risk and expense (a) modify the products to avoid infringement, while at the same time maintaining compliance of the products with the specifications and Buyer’s requirements, and/ or (b) obtain for Buyer at Vendor’s sole expense a license to continue using and exploiting the products free from any restriction.
7. Vendor agrees to maintain in strict confidence all information received from Buyer either directly or indirectly or any Buyer’s information it observed during the course of the performance of the Order. Vendor shall not disclose such confidential information to any third party without Buyer’s prior written consent. No license under any intellectual property right is either granted or implied by conveying of Buyer’s information. All Buyer’s information is provided “as is” without warranty. Vendor acknowledges that breach of this confidentiality obligation may cause irreparable damage and agrees that Buyer is entitled to injunctive relief under the Order, as well as such further remedies as may be granted by a court of competent jurisdiction.
8. Vendor shall defend, indemnify and hold harmless Buyer, Buyer’s affiliates and their respective officers, directors, employees, agent, distributor, and customers from and against all losses, costs, expenses, damages, liabilities and penalties (inclusive of attorney’s fees) of whatsoever cause or nature on account of: (a) any breach by Vendor of its warranties, covenants or obligations hereof; (b) any acts or omissions of Vendor or its employees or suppliers in providing products or services; (c) any actual or alleged infringement or contributory infringement of a patent, trademark, copyright, or other proprietary interest by reason of the manufacture, delivery, license, use or sale of products supplied or service performed under the Order.
9. Vendor shall ensure it and its affiliates and their directors, officers, employees, successors, suppliers, distributors, agents in performing Vendor’s obligations hereunder shall comply with (a) all applicable laws, including without limitation, those pertaining to import and export of technical data, customs, antitrust, anti-bribery, money laundering, environment protection, employment, labor and equal opportunity, working environmental, health and safety, conflict minerals and all licensing, permitting and certification requirements; and (b) Buyer’s Supplier Code of Conduct as amended from time-to-time available at <https://www.deltaww.com/en-US/Investors/Governance>. Vendor shall indemnify Buyer for any breach of this Section. Moreover, Buyer may terminate or cancel the Order for any violation of this Section not rectified within fourteen (14) days.
10. Buyer is not liable for any indirect, incidental, consequential or special damages Vendor suffered as a result of a breach of the Order, whether such damages are alleged as a result of tortious conduct or breach of contract or otherwise, even if Buyer has been advised of the possibility of such damages. Such excluded damages shall include, but not limited to, loss of goodwill, loss of profits, interruption of business or other economic loss. Further, in no event shall Buyer be responsible for the damages amount exceeding the total price of the Order.
11. Buyer is entitled to cancel or terminate the Order immediately upon written notice of termination to Vendor at any time without



- any liability if Vendor (a) is in material breach of any warranty, term, condition or covenant of the Order; (b) becomes insolvent; (c) makes an assignment for the benefit of creditors; (d) transfers the whole or a substantial part of its business to a third party by agreement, order of court or otherwise; (e) substantially changes its ownership or management; or (f) files or filed a petition in bankruptcy or for reorganization. Notwithstanding the foregoing, Buyer may cancel or terminate the Order in whole or in part at any time without cause by providing Vendor a thirty (30) day's prior written notice. Under such circumstance, Buyer's sole liability shall be the unpaid products delivered by Vendor before notification date. The parties agree that those provisions that by their nature are intended to survive the termination shall survive notwithstanding the cause of termination.
12. Vendor shall not assign or delegate its obligations under the Order either in whole or in part, by operation of law or otherwise, without Buyer's prior written consent. Any attempted assignment without Buyer's prior written consent shall be void and null. If any one or more of the provisions contained herein is invalid, illegal, or unenforceable in any respect, the subject provision(s) shall be enforced to the maximum extent permissible. The validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. No failure or delay by Buyer in exercising any right, power or privilege under the Order shall constitute a waiver thereof nor shall any single or partial exercise by Buyer of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege. Neither party shall be liable for any failure or delay in its performance under the Order due to causes including without limitation acts of God, acts of civil or military authority, fires, epidemics, floods, earthquakes, riots, wars, sabotages and governmental actions, which are beyond its reasonable control. If Vendor's performance is delayed or prevented for more than consecutive thirty (30) days, Buyer shall have the option to suspend or cancel the Order without any liability. Remedies for breach of the Order hereunder are cumulative and shall include any available at law or in equity.
13. The Order shall be governed by and construed in accordance with the laws of Buyer's country. The UN Convention on Contracts for the International Sale of Goods shall not apply. Any dispute in connection with the Order, unless otherwise compulsorily prescribed by the applicable laws, shall be brought only in a court having personal jurisdiction over Buyer.