1 SCOPE / INTERPRETATION. This Contract is issued by Buyer for the purchase of Goods from Supplier. “Goods” means all required labor, articles, materials, supplies, services, and other deliverables contemplated by this contract, unless otherwise specified or unless written changes are made or deviate from the specifications of DFARS 252.246-7000 or DFARS 252.246-7002. All such changes shall become part of the contract upon written acknowledgment when Supplier returns any written acknowledgment of this Contract or begins performing, whichever is earlier. Buyer rejects any additional or inconsistent terms and conditions offered by Supplier at any time. Any reference to Supplier’s quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in that document. In the event there is an irreconcilable conflict within the Contract documents, the following order of precedence applies: (i) these general Contract terms and conditions; then (ii) the requirements of the purchase order and contract documents agreed to in writing by the parties. No change to or modification of this Contract will be binding unless in a written signed by Buyer’s authorized representative. If this Purchase Order is issued under a United States Government contract, Buyer will inform Supplier and provide supplemental purchase order provisions. Supplier shall include in all subcontracts and purchase orders that it issues, any clauses that by its terms are required to be included in lower-tier subcontracts and purchase orders fixed for United States Government Commerce Items.

2 PRICE. Except as otherwise provided in this Contract, the price includes all applicable national, provincial, federal, and state and local taxes. When applicable, Buyer will issue a valid sales/use tax exemption or resale certificate to Supplier.

3 PACKING AND SHIPMENT. No charge will be allowed for packaging, crating, cartage or storage unless otherwise designated in this Contract. Supplier shall mark, pack, package, crate, transport, ship and store all Goods in accordance with prudential industry practice, and to ensure compliance with any special instructions of Buyer.

4 PAYMENT. Unless otherwise agreed in writing by the parties, invoices shall be paid ninety (90) days end-of-month from the date of the invoice. Statements, terms, payment requirements or conditions specified in Supplier’s invoices, which differ from these terms, are void and unenforceable. Supplier will provide Buyer with an itemized statement of each invoice, including: (i) item number, description, quantity, unit price, and total price; (ii) shipping address, and (iii) terms of payment and due date.

5 INSPECTION. Supplier shall permit Buyer to inspect all Goods at any reasonable time or times, at Buyer’s expense, and at Buyer’s location. Upon delivery to Buyer, all Goods shall be re-inspected by Buyer, at Buyer’s option and expense. Buyer may reject the Goods at any time if Buyer determines that the Goods, in whole or in part, do not conform to the Good’s specification. Rejected Goods may be returned at Buyer’s option at Supplier’s expense. Supplier may be required to perform inspection(s) on a statistical sampling basis. If the number of defects in the selected sample exceeds the allowable defects, the entire lot of Goods shall be rejected. The rejected Lots of Goods may be 100% inspected, at Buyer’s option and Supplier’s expense. Rejected Goods may be returned at Buyer’s option for repair, refund, credit or replacement at Supplier’s expense. Buyer’s inspection or lack of inspection shall not affect any express or implied warranties, nor shall Buyer waive any rights to reject goods that contain latent defects discovered in the testing of Buyer’s products containing such Goods.

6 DELIVERY AND RISK OF LOSS. Unless otherwise agreed in the Contract, all Goods shall be delivered to Buyer “DDP Buyer’s Door Incoterms® 2010”. Time is of the essence. Supplier shall be responsible for all damages of any kind incurred or suffered by Buyer which were caused by a delay of Supplier in meeting delivery schedules. Supplier shall also be responsible for all premium logistics cost resulting from Supplier’s inability to meet delivery schedules, including costs incurred in getting Goods to Buyer. Supplier agrees to notify Buyer immediately in the event it appears that Supplier may not meet the delivery schedule and shall set forth the reasons for the delay (actual or potential), the steps being taken to remedy the delay, and the schedule that Supplier believes it will be able to meet. Supplier shall not release Supplier of any responsibilities in this Contract. Unauthorized advance shipments and shipments other than the quantity ordered are returnable at Supplier’s expense. Delivery shall not be deemed complete unless the Goods have been actually received by Buyer at its facility. The risk of loss and damage in transit shall remain with Supplier and shall not pass to Buyer until Buyer receives the Goods and in a condition in compliance with the terms of this Contract. The cost of all returned shipments shall be borne by Supplier. Unless otherwise agreed in writing, Supplier shall not make any material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyer’s delivery schedule, except at Supplier’s own risk.

7 CHANGES. Buyer may at any time, by written direction, make changes in the drawings, specifications, material, processes, quantities, delivery schedules, method of shipment or packaging. Should any such change increase or reduce the cost of, or the time required for performance of, the Purchase Order, an equitable adjustment will be made in the contract price or delivery schedule. Any Supplier requests or claims for an increase in the contract price or an extension in delivery schedule must be submitted in writing to Supplier. Time for performance will be extended from the date of written change. Failure to agree upon an equitable adjustment shall not relieve Supplier from proceeding without delay in performance under this Contract, as changed.

8 SUPPLIER ASSURANCE MANUAL. Buyer’s Supplier Assurance Manual (SAM) is posted at http://www.bench.com/content_pdf/SAMReq.pdf. Supplier shall strive to meet all SAM requirements and expectations at all times. Supplier is expected to perform continuous improvement, to establish and implement documented and effective quality systems, and maintain quality systems for the manufacture of Goods. Buyer reserves the right to inspect all Goods and shall have the right to audit Suppliers. All employees and suppliers are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.

9 WARRANTY. Supplier expressly warrants that all Goods shall: (i) conform to the specifications, drawings, or other descriptions referred to in this Contract; (ii) be free from defects in workmanship, material and design; (iii) perform as specified; (iv) be new and not contain used or reconditioned parts, unless otherwise specified in the Purchase Order; (v) be merchantable; and (vi) be fit for their intended purpose. Supplier represents and warrants that its manufacturing processes, the Goods, and Buyer’s purchase, sale or use of the Goods will not infringe any patent, copyright, trademark, trade secret, maskwork or other intellectual property right; and (vii) the Goods are sold to Buyer free and clear of any liens, claims or encumbrances. These warranties shall: (i) continue for the longer of either the warranty period applicable to Buyer’s sales to its customers of the Goods or of products which incorporate the Goods, or two (2) years after the Goods are accepted by Buyer, or such greater period as may be specified elsewhere in this Contract; (ii) extend to Buyer, Buyer’s customers, and the users of Buyer’s Goods; (iii) be in addition to and not in derogation of any other warranty, representation, or covenant Supplier may make to Buyer; (iv) be applicable to Buyer’s sales to its customers of the Goods or of products which incorporate the Goods, or two (2) years after the Goods are accepted by Buyer, or such greater period as may be specified elsewhere in this Contract; (v) be merchantable; and (vi) be fit for their intended purpose. Supplier represents and warrants that no Goods shall be acquired from non-franchised distributors or brokers unless approved in advance by Buyer’s authorized distributor chain. Supplier represents and warrants that no Goods shall be acquired from non-franchised distributors or brokers unless approved in advance.

TERMS AND CONDITIONS OF PROCUREMENT

Unless superseded by a separate agreement executed between the parties, these terms and conditions contained herein, any files linked herewith, and any other attachments to this Purchase Order or other designation (collectively the “Contract”) constitute the full and exclusive agreement between Benchmark Electronics, Inc., on behalf of itself and its subsidiaries and affiliates, (“Buyer”) and the supplier identified on the face of this Contract (“Supplier”).

Incorporated as Goods to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM, performance characteristics.

contain Counterfeit Electronic Parts or suspect Counterfeit Electronic Parts. “Counterfeit Electronic Part” means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unauthorized electronic part from the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. The Contractor shall establish and maintain an acceptable counterfeit electronic part detection and avoidance system per DFAR 252.246-7007, using as a guideline industry standards SAE AS5553 or SAE AS6081, or DFARS Case 2012-0555. Supplier shall only purchase products to be delivered or incorporated into the Goods from a Buyer direct (OEM/ODM) or OCM. Supplier shall not purchase products from non-franchised distributors.

The Contractor shall establish and maintain an acceptable counterfeit electronic part detection and avoidance system per DFAR 252.246-7007, using as a guideline industry standards SAE AS5553 or SAE AS6081, or DFARS Case 2012-0555. Supplier shall only purchase products to be delivered or incorporated into the Goods from a Buyer direct (OEM/ODM) or OCM. Supplier shall not purchase products from non-franchised distributors.

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TERMS AND CONDITIONS OF PROCUREMENT

in writing by Buyer. Supplier shall immediately notify Buyer with the pertinent facts if Supplier becomes aware or suspects that it has furnished Counterfeit Work. When requested by Buyer, Supplier shall provide OCM/OEM documentation that authenticates traceability of the Goods to the applicable OCM/OEM.

10 INDEMNITY. Supplier shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Buyer (including its shareholders, directors, officers, employees, contractors, agents, suppliers, subcontractors, representatives, providers, licensees, sublicensees, and other assigns) against any claims, suits, actions, loss, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel) of every kind which Buyer may thereafter incur, become responsible for or pay out as a result of: (i) the Goods or any design, information technology or processes supplied and/or approved by Supplier; (ii) any infringement or misappropriation of the Goods regarding any patent, copyright, trademark, trade secret, maskwork, utility model, design, trade name, trade dress, know-how, or other intellectual property rights; (iii) Supplier's negligence, willful misconduct, gross negligence, breach of this Contract or any other agreements between Buyer and Supplier; (iv) Supplier's violation of law or regulation; or (v) Supplier's breach of any term or provision of this Contract, or any negligent or willful acts, errors or omissions by Supplier (including its employees, officers, subcontractors, agents or representatives) in the performance of this Contract.

10.1 Remedies. Supplier shall not make any settlement that affects Buyer's rights or interests without Buyer's prior written approval, which will not be unreasonably withheld. If the use by Buyer or its affiliates, subsidiaries, assigns or customers of any Goods furnished under the Purchase Order is enjoined ("Infringing Good"), Seller shall, at its own expense, procure for Buyer the right to continue using the Infringing Good. If Supplier is unable to do so, Supplier shall, at its own expense, either replace the Infringing Good with a non-Infringing Good or modify the Infringing Good so that it becomes non-infringing. If Supplier is unable to replace or modify the Infringing Good, Supplier shall procure for Supplier the right to continue using the Infringing Good. Exercise of these remedies shall not be exclusive of or without prejudice to any other remedies provided to Law or in equity which are available to Buyer.

10.2 Insurance. Supplier will maintain all insurance and/or bonds necessary to satisfy its obligations under this Purchase Order. Such insurance shall apply and respond in all jurisdictions, and without limiting the foregoing, shall include general liability insurance, automobile insurance, errors and omissions insurance, recall insurance and worker's compensation insurance as required by Law and necessary to satisfy its obligations under this Purchase Order.

11 LIMITATION OF LIABILITY. TO THE FULLEST EXTENT ALLOWABLE BY LAW, IN NO EVENT SHALL BUYER BE LIABLE UNDER ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS CONTRACT (INCLUDING ANY THEORY OF CONTRACT, TORT OR STRICT LIABILITY) FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST REVENUE OR PROFITS, ATTORNEY'S FEES, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), EVEN IF SUCH BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12 CANCELLATION

12.1 For Default. Buyer may cancel this Contract for default, without any liability to Supplier, if Supplier becomes insolvent or involved in bankruptcy, or fails to: (i) make any delivery as committed; (ii) comply with or make satisfactory progress towards any Contract requirements; or (iii) fail to provide adequate assurance of performance when requested. In such event of default, Buyer may procure replacement Goods on such terms as Buyer may deem appropriate, and Supplier shall be liable for all costs resulting from any such replacement, in addition to any other costs, expenses, or damages incurred by Buyer.

12.2 For Convenience. Buyer shall have the right to cancel this Contract, in whole or in part, without cause, upon notice in writing to Supplier. Supplier shall have no liability for cancellation of the Contract, but Buyer shall be responsible for all costs resulting from such cancellation. Supplier shall be entitled to recover any cost submitted before the date of cancellation.

13 CONFIDENTIAL INFORMATION. "Confidential Information" shall mean information (in any form or media) provided by a Party ("Discloser") to another Party ("Recipient") that is marked "confidential" or "proprietary" or with a similar marking, or if disclosed orally or otherwise in non-documented form, is identified as confidential as of the time of initial disclosure, and is designated as confidential in a writing provided to Recipient within thirty (30) days of disclosure. Confidential information does not include information that: (i) was known to Recipient prior to receipt from Discloser; (ii) is or becomes part of the public domain through no breach of this Contract; (iii) is received from a third party without breach of any obligation of confidentiality; or (iv) is independently developed by Recipient without reference to Confidential Information. All information concerning Buyer's purchases, prices paid and/or price agreements are deemed Confidential Information, whether or not marked or summarized after oral disclosure. Recipient shall protect the Confidential Information by using the same degree of care as Recipient uses to protect its own Confidential Information. Supplier shall not disclose Confidential Information to any third party without Buyer's prior written authorization. These duties shall survive the expiration or termination of this Contract for three (3) years.

14 COMPLIANCE WITH LAWS. Supplier and all persons controlled by Supplier shall at all times comply at their own expense with all applicable Laws. "Law" shall refer to laws, ordinances, regulations and codes, including the identification and procurement of required permits, certificates, licenses, insurance, approvals and inscriptions that are necessary to obtain any necessary licenses or permits required to perform its obligations under this Contract. Reasonable cooperation shall include providing reasonably necessary documentation, including import, end user and re-lease certificates.

14.1 Anti-Corruption / Anti-Bribery. In addition, the parties shall: (i) comply with all applicable country Laws relating to anti-corruption or anti-bribery, including but not limited to legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" or other anti-corruption/anti-bribery convention, the Foreign Corrupt Practices Act as amended (FCPA) (15 U.S.C. §§78dd-1, et seq.), whether either party is within the jurisdiction of the United States; and (ii) neither directly nor indirectly, pay, offer, give, or promise to give, anything of value received from a party to a non-U.S. public official or any person in violation of the FCPA and/or any applicable country Laws relating to anti-corruption or anti-bribery.

14.2 Import / Export Compliance. In performing the obligations under this Contract, each party shall at all times comply with all export/import (including re-export) laws, sanctions, regulations, orders, and authorizations, (including without limitation the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) that are applicable to the export of import, goods, software, technology, or technical data or services (collectively, "Export/Import Laws"). The party conducting the export or import shall obtain all export or import authorizations which are required under the Export/Import Laws for such party to execute its obligations under this Contract. Each party shall reasonably cooperate and exercise reasonable and economic effort to support the other party in obtaining any necessary licenses or authorities required to perform its obligations under this Contract. Reasonable cooperation shall include providing reasonably necessary documentation, including import, end user and re-lease certificates.

14.3 Equal Opportunity/Affirmative Action. Exec. Orders 11246 and 13201 and 29 C.F.R. Part 470 and 41 C.F.R. Parts 60-1, 60-1.4, 60-1.8, 60-250.5, 60-300.5, 60-300.10 and 60-745.1 are incorporated, if applicable.

14.4 Product Content Regulation (PCR). Supplier represents, warrants, certifies and covenants that it will comply with applicable PCR and none of the Goods supplied under this Contract contain minerals or chemicals in violation of PCR in any jurisdiction to which the Goods are to be shipped. Supplier shall: (i) and as requested by Buyer, include with shipments of Goods the material composition data related to all homogenous material contained within such Goods; and (ii) assist Buyer, as necessary in Buyer's reasonable opinion, in Buyer's attempts to comply with its obligations, if any, under applicable Laws. “Product Content Regulation” or “PCR” refers to the following laws and/or regulations on content, packaging, or labeling of Products, Components or substances, and/or similar issues: “RoHS” (EU Directives 2011/65/EU on Restriction of Hazardous Substances Directive and 2015/863 amending Annex II to Directive 2011/65/EU); “WEEE” (EU Directive 2002/96/EC on Waste Electrical and Electronic Equipment); “REACH” (EC Regulation No 1907/2006 on Registration, Evaluation and Authorization of Chemicals); and EU Member State’s implementing the foregoing of the People's Republic of China (PRC) Management Method for the Restriction of the Use of Hazardous Substances in Electrical and Electronic Products and/or any other national or other requirements for the prevention of human exposure to PCBs, PBBs, or any other regulated substance.

14.5 Conflict Minerals. If Supplier is providing Goods to Buyer under this Contract, Supplier shall use commercially reasonable efforts to: (i) identify whether such Goods contain the minerals tin, tantalum, gold or tungsten; (ii) determine whether any such minerals originated in “covered countries”, as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”); and (iii) perform appropriate due diligence on its supply chain in support of Buyer's obligations under the Act. In addition, Supplier agrees to provide a Conflict Minerals Reporting Template, using the form found at http://www.responsiblemineralsinitiative.org/conflict-minerals-reporting-template/. If requested, Supplier will promptly provide information or representations that Buyer reasonably believes are required to meet Buyer's conflict minerals compliance obligations under the Act.

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14.6 U.S. Government Contract Provisions. All regulations set forth in Federal Acquisition Regulations ("FAR") Part 12 and Part 15 and Defense Federal Acquisition Regulation Supplement ("DFARS"), are herein incorporated by reference, when Goods are being procured from Supplier in support of a U.S. Government contract or end-customer, as applicable and as indicated by the award/control number on the Order. By accepting this Contract, Supplier agrees to: (1) comply with all applicable FAR and DFARS provisions, and (2) flow down applicable FAR and DFARS provisions to any subcontractor or sub-tier supplier being utilized by Supplier. The full text of the FAR regulations are at https://www.acquisition.gov/browsefar and DFARS regulations are at https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html. The effective dates on these clauses are the dates in effect in the U.S. Government Prime Contract as of the date of the Order issued to Supplier. The term “Contractor” shall mean Supplier, “Subcontractor” shall mean Supplier’s sub-tier suppliers or subcontractors, unless otherwise specified.

14.7 Duty Drawback. If this Contract is subject to duty drawback, then at Buyer’s request Supplier shall provide all information necessary to support U.S. Customs requirements for duty drawback.

15 FORCE MAJEURE. Neither party shall be held responsible for delay or failure of performance to the extent such delay or failure is caused by flood, strike, civil, governmental or military authority, act of God, or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or nonperforming party or its subcontractors; provided, however, that the non-performing party: (i) gives the other party prompt notice of the reason for delay or failure of performance; and (ii) takes reasonable steps to mitigate the duration and effect of the delay or failure of performance. In the event of delay or failure of performance for a period of at least fifteen (15) days, the other party may cancel this Contract without liability. Supplier's liability for loss of or damage to Buyer's material or any equipment assigned to Buyer shall not be relieved or modified by this clause.

16 ASSIGNMENT. None of the work to be performed under this Contract shall be assigned nor shall Supplier subcontract for completed or substantially completed Goods without Buyer’s prior written consent. Any Buyer-approved subcontract work shall be subject to the terms and conditions of this Contract, and Supplier in all events shall be responsible for the subcontracted work as if performed by Supplier.

17 WAIVER. Failure of Buyer to insist upon performance of any terms of this Contract or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right.

18 BUYER'S PROPERTY. Except as otherwise specified by Buyer in writing, all tools, dies, gauges, fixtures, and other items required for the performance of this Contract shall be supplied and maintained by Supplier. Any such items paid for by Buyer or furnished to Buyer (without cost to Supplier) shall be: (i) the property of Buyer, subject to removal by Buyer at any time and without cost; (ii) used only in fulfilling Purchase Orders placed by Buyer; (iii) kept separate from all of Supplier's other materials or tools; (iv) clearly identified as the property of Buyer; and (v) maintained and/or calibrated by Supplier to ensure continued operability. Supplier assumes all liability for loss of or damage to Buyer’s property, save normal wear and tear. Supplier shall: (i) maintain full insurance coverage against loss of or damage to Buyer’s property; (ii) supply Buyer with a detailed statement of such property upon Buyer’s request; and (iii) not remove, dispose of, or pledge as security any Buyer's property without Buyer’s prior written consent.

19 DISPUTE RESOLUTION. The parties shall first seek to settle through good faith negotiations any dispute, controversy, or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof ("Dispute"). If the parties fail to resolve the Dispute within thirty (30) days from the time a party first requested for negotiations to settle the dispute, then either party may serve a notice on the other party requiring the Dispute to be settled by binding arbitration under the applicable rules of the arbitration bodies listed as follows:

19.1 Forum / Rules. If Buyer is a legal entity formed in: (i) the Americas (or in any other location not specifically addressed herein), then the laws of Arizona apply and all Disputes will be settled before JAMS, The Resolution Experts (JAMS) with the mandatory site for arbitration in Phoenix, Arizona, without regard to or application of Arizona conflicts of laws principles or laws, specifically excluding the United Nations Convention on Contracts for the International Sale of Goods of 1980 (and any amendments or successors thereto) ("UNCISG"); (ii) an Asia Pacific country (excluding China), then the laws of Singapore apply and all Disputes will be settled in accordance with the rules of arbitration of the Singapore International Arbitration Center, excluding the UNCISG; (iii) the People’s Republic of China, then UNCISG applies and all Disputes will be settled in accordance with the UNCITRAL Arbitration Rules as amended herein. The appointing authority shall be the Hong Kong International Arbitration Centre (HKIAC) and the place of arbitration shall be in Hong Kong at the HKIAC. The arbitration shall be administered by the HKIAC in accordance with the HKIAC Procedures for the Administration of International Arbitration in force on the date of the request for arbitration, including such additions to the UNCITRAL Arbitration Rules as contained therein. Unless otherwise agreed by the parties or ordered by the arbitral tribunal, each party to this Contract shall be made a party to any arbitration conducted pursuant to this clause. A request for interim measures or equitable remedies, including injunctive relief, by a party to a court shall not be deemed to be or construed as incompatible with, or a waiver of, this agreement to arbitrate. The arbitral tribunal shall have the authority and power to make such orders for interim relief, including injunctive relief, as it may deem just and equitable. The arbitration shall be kept confidential and the existence of the proceeding and any element of it (including but not limited to any pleadings, submissions or other documents submitted or exchanged, any evidence and any awards) shall not without prior consent by both parties be disclosed beyond the parties to the arbitration and their representatives, the arbitral tribunal, the administering institution (if any) and any person necessary to the conduct of the proceeding, except as may be lawfully required whether in judicial proceedings or otherwise in the normal course of business of the parties; (iv) Europe, then the laws of England apply and all Disputes will be settled in accordance with the Rules for Arbitration of the London Court of International Arbitration, excluding the UNCISG. A panel of three arbitrators shall be utilized for Disputes greater than USD$1,000,000 and a single arbitrator for lesser amounts, and the arbitrator(s) shall be appointed by mutual consent of the parties within fourteen (14) days of the notice of arbitration date. Failing mutual agreement on the arbitrator(s), the appointment shall be made by the arbitration authority designated. Judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The language of arbitration will be English, and the place of arbitration shall be selected by Buyer in its sole discretion. Either party may also, without waiving any remedy under this Contract, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator’s determination of the merits of the controversy.

20 BUSINESS ETHICS AND COMPLIANCE. Buyer is committed to industry best practices in business ethics, worker safety and fairness, environmental responsibility, integrity, and efficiency, and requires the same of all of its business partners. Supplier agrees to abide by the Responsible Business Alliance (RBA) Code of Conduct located at https://www.bench.com/hubs/suppliers/Benchmark-RBA-Code-of-Conduct.pdf and, upon request, shall complete and sign Buyer’s Declaration on Business Ethics and Compliance. In the event that Supplier has cause to believe that Buyer or any employee or agent of Buyer has acted improperly or unethically under this Contract, Supplier is encouraged to report such conduct to Buyer's Ethics and Compliance Helpline at the toll free number for each country listed below or online at www.bench.ethicspoint.com:

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<th>Country</th>
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<tbody>
<tr>
<td>Malaysia</td>
<td>1-800-81-8886</td>
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<td>USA</td>
<td>1-844-689-1742</td>
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</table>

21 INDEPENDENT CONTRACTOR. It is the express intention of the parties that Supplier (including any employees or agents of Supplier) is an independent contractor and not an employee of Buyer for any purpose whatsoever. None of the provisions of this Contract shall be interpreted or construed as creating or establishing a relationship of employment, agency, commission or franchise between Supplier and Buyer or between Buyer and any employee, subcontractor, or agent of Supplier.