

**Central Semiconductor Corp.**  
**Standard Terms & Conditions of Purchase**  
**applicable to products and services**

- 1. General.** Any purchase order issued by Central Semiconductor Corp. as well as its subsidiaries and affiliates (collectively "Central") for the purchase of goods and services specified in each order is placed in accordance with the terms and conditions set forth herein, any specifications and files attached to the purchase order, and in the current revision of Central's SCP Quality Specification document CCQ899, where applicable. Acceptance of a purchase order is expressly limited to the terms and conditions contained in the purchase order and those outlined in this document, which shall govern and constitute an integral part of the purchase order submitted to any person or entity ("Supplier"). Central hereby rejects and objects to any additional or different terms proposed by Supplier, including those contained in Supplier's order acknowledgement or any other terms and conditions document, unless specifically agreed to by Central in writing.
- 2. Acceptance.** Supplier's written acceptance, acknowledgement, or commencement of performance of a purchase order shall constitute acceptance. If Supplier does not reject an order in writing within ten (10) days of receipt, the order will be deemed accepted by Supplier. Central may withdraw an order any time before acceptance. Central also reserves the right to cancel any purchase order at any time, for any reason or no reason, at its sole discretion, except for non-cancelable, non-returnable (NCNR) orders.
- 3. Delivery Date.** By accepting a purchase order, Supplier agrees to perform the service or deliver the product in stated quantity and on such date as specified in the purchase order, or as otherwise agreed in writing by the parties. Timely delivery of the goods or services is of the essence; any changes in performance or ship date must be communicated to Central in writing. If Supplier fails to perform the services or deliver the goods in full on the confirmed delivery date, using shipping method specified by Central, Supplier may be liable for losses, damages and reasonable costs attributable to such failure to perform in accordance with the terms of the order.
- 4. Prices and payment terms.** Supplier shall issue an invoice to Central in accordance with the terms specified in the purchase order, upon shipment of goods or satisfactory completion of service, unless otherwise agreed to in writing by the parties. The price of the goods or services is the agreed upon price stated on the purchase order. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without Central's prior written approval. In the event of a payment dispute, Central shall notify the Supplier of the details of each item being disputed, and the parties shall seek to resolve all such disputes expeditiously and in good faith.
- 5. Quality monitoring and inspection.** All products supplied and services performed are subject to inspection and acceptance upon receipt at Central. Central's failure to accept or reject products or services or to detect defects during incoming inspection does not relieve Supplier of its responsibilities to provide products and services in accordance with stated purchase order requirements. Central's payment for a product or service shall not constitute acceptance of quality or quantity, and shall be subject to adjustment in the event Supplier fails to meet the requirements of the purchase order. Supplier will bear all costs of delivery and inspection of defective items rejected by Central, and such defective items may be returned to Supplier at Supplier's expense. Similarly, any rework required to meet the requirements of the purchase order, will be at Supplier's expense.
- 6. Confidential information.** "Confidential Information" shall mean any and all technical and non-technical information provided by either Central or Supplier to the other, including but not limited to any design, proprietary or otherwise; drawing; formula; model; test data relating to the disclosing party's research or projects; product information; special requirements of particular customers; current and anticipated volume requirements; products and product components and materials; specifications and drawings of any new or existing products; component and material requirements and specifications; costs; testing or quality information; manufacturing processes; tooling and process concepts; assembly and packaging; quality and composition of components and materials; business and marketing plans and forecasts; financial information or projections; information relating to the fabrication, design, development, assembly or use of a component or product; technical component or product information and know-how; trade secret; idea; invention; process; technique; algorithm; computer program (source and object code); engineering hardware or software; supplier; subcontractor; customer; employee; investor; work-in-process; sales; or business details; whether in oral, written, graphic, electronic, or other form. No rights or licenses to trademarks, inventions, copyrights, intellectual property, patents, or otherwise are implied or granted and all rights, title, and interest in the Confidential Information shall remain with the disclosing party. Confidential Information does not include information that: (i) is or becomes available to the public through no fault of the receiving party; (ii) was known by the receiving party on a non-confidential basis prior to its disclosure; (iii) is disclosed to the receiving party by a third party on a non-confidential basis, provided that the third party has a right to disclose the information; or (iv) is independently developed without making use of the Confidential Information. The respective obligations of confidentiality, non-disclosure, and non-use regarding the Confidential Information of the disclosing party shall continue

for five (5) years after the date of receipt. All Confidential Information is to be treated as such, and not shared with any third party without the disclosing party's written consent, and only shared with employees of the receiving party who have a genuine need to know. The receiving party shall exercise appropriate care in protecting the disclosing party's Confidential Information, but in no case, less than a reasonable degree of care. Upon request by the disclosing party, the receiving party shall return or destroy any Confidential Information of the disclosing party in its possession.

7. **Warranties.** Supplier expressly warrants that upon receipt by Central and for a period of two (2) years thereafter, all goods purchased and/or services performed hereunder will conform to any samples and specifications, drawings or other descriptions and requirements specified by Central, that they will be fit and sufficient for the intended purpose, be of good material and workmanship and free from all defects, and do not infringe any patent, trademark, trade secret, copyright or other intellectual property rights of any third party. These warranties are cumulative and are in addition to any other warranty provided by law or equity and shall survive any delivery, inspection, acceptance of or payment for the goods and services by Central.
8. **Indemnity.** Supplier shall indemnify and hold harmless Central and its successors or assigns and its respective officers, directors, employees and customers, against any and all claims, damages, losses, costs and expenses, including reasonable attorney and professional fees, and the cost of enforcing any rights hereunder arising in whole or in part in connection with the goods purchased or services received from Supplier, or Supplier's negligence, willful misconduct, or breach of warranty or these Terms & Conditions of Purchase.
9. **Remedies.** If Supplier breaches its warranties as specified herein, or supplies defective products or incomplete/inadequate services, Supplier shall, at Central's option, repair or replace any defective products under warranty returned by Central, redo any service deemed incomplete or inadequate by Central during the applicable warranty period, or Supplier may refund to Central any payment received for the products or services. Supplier shall reimburse Central for any expenses associated with such return or rework, including, but not limited to, transportation charges.
10. **Right of Entry.** Supplier shall allow Central's employees or representatives, its customers, and any regulatory authorities to visit its manufacturing facilities and those of its subcontractors in which the goods are being produced or services performed; provided that (1) reasonable advance notice is given for each visit; and (2) such visit does not unreasonably disrupt Supplier's business or that of its subcontractor, or violate any safety or cleanroom procedures, or applicable laws.
11. **Compliance with Law , Code of Business Conduct and Ethics, Social and Environmental Responsibility.** Supplier is expected to operate in full compliance with the applicable laws, rules and regulations of the countries in which it operates, as well as adhere to the internationally recognized standards such as the Responsible Business Alliance (RBA) Code of Conduct and the United Nations Guiding Principles on Business and Human Rights which cover areas such as labor standards, human rights, health and safety, environmental, ethics and management systems. Supplier must also require its subcontractors to acknowledge and implement this code. Supplier warrants that it is in compliance with all applicable laws, regulations and ordinances, including but not limited to, conflict mineral requirements outlined by Dodd-Frank Wall Street Reform and Consumer Protection Act, and all laws prohibiting engagement in corrupt practices, such as the U.S. Foreign Corrupt Practice Act and the U.K. Bribery Act (2010). Supplier has, and shall maintain in effect, all licenses, permits, authorizations and consents needed to carry out its obligations under the purchase order.
12. **Equal Employment Opportunity/Affirmative Action and Other Applicable Laws.** Supplier may be subject to the regulations implementing Executive Order 11246, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and Section 503 of the Rehabilitation Act of 1973, as amended, including: 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 41 CFR Part 60-2, 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements, all of which are specifically incorporated by reference in Central's purchase order. Where applicable, Supplier shall abide by these requirements which require that covered entities not discriminate and take affirmative action on the basis of sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, and protected veteran status.

Supplier agrees to adhere to the applicable laws and regulations in the locality in which it operates, including all local, state/province, and national laws/regulations in the country of origin. These laws and regulations include, but are not limited to:

- a. **Child Labor:** Child labor laws must be followed. Supplier shall employ workers of minimum legal working age in accordance with local, state/province, and national laws/regulations in the country of origin.
  - b. **Human Trafficking:** Supplier shall not engage in any form of human trafficking of persons to include any recruiting or obtaining of workers through the use of force, fraud, coercion, involuntary servitude, or slavery.
  - c. **Forced/Indentured Labor:** Supplier shall not practice the use of forced or indentured labor.
  - d. **Work Hours/Days:** Supplier shall not exceed the daily and weekly working hours as permitted by local, state/province, and national laws/regulations in the country of origin.
  - e. **Wages and Benefits:** Supplier shall compensate workers in accordance with local, state/province, and national laws/regulations in the country of origin, including but not limited to: minimum legal wage, overtime wages, and benefits, as required by applicable law.
13. **Declaration regarding North Korean Labor.** The Countering America's Adversaries Through Sanctions Act (CAATSA) signed into law in 2017 restricts entry into the United States of goods made wholly or in part by North Korean labor, wherever located, and imposes property-blocking sanctions on non-U.S. persons who knowingly employ North Korean labor, subject to limited exceptions. Supplier is expected to take all reasonable measures to comply with CAATSA by determining that no North Korean nationals or citizens have been

involved in the mining, production or manufacturing, wholly or in part, of any goods supplied to Central, and address any known instance of North Korean labor in its supply chain and promptly relate to Central.

- 14. Counterfeit Parts and Supply Chain Security.** Supplier certifies that only new and authentic materials are used in goods delivered to Central and that such products do not contain any counterfeit materials or parts. Supplier shall have a counterfeit item prevention and risk mitigation process in place, both internally and with its suppliers, and shall provide evidence of such process upon Central's request. Supplier also declares that goods are produced, stored, prepared and loaded in secure business premises, including loading and shipping areas, and that goods are protected against unauthorized interference during production, storage, preparation, loading and transport, and that approved, reliable staff is employed for production, storage, preparation, loading and transport of the goods.
- 15. Flow-down of requirements, U.S. Government contracts.** Purchase orders placed in support of U.S. Government prime contracts or subcontracts will incorporate, in addition to these Terms & Conditions of Purchase, the FAR/DFAR provisions as stipulated by the terms of the prime contract, regulation or by operation of law. These additional provisions are incorporated herein by reference and made part of this purchase order, and require that Supplier flows down all provisions to all interested parties internally and to any sub-tier suppliers involved in performance of the purchase order. If a purchase order is marked as supporting a DPAS rated order, such purchase order must be given priority and take precedence over all unrated orders as necessary to meet Central's required delivery date(s).
- 16. Governing Law and dispute resolution.** The validity, performance, and construction of these Terms & Conditions of Purchase and any sale made hereunder shall be governed by the laws of the State of New York, USA. Any controversy or claim arising out of, directly or indirectly, or relating to these Terms & Conditions of Purchase, or the breach thereof, shall be settled by arbitration, held in Hauppauge, New York, USA, in accordance with the rules of the American Arbitration Association, and any judgment on award rendered may be entered in any court having jurisdiction thereof.