

**1. Offer quotation, confirmation and forecast**

These terms and conditions shall apply to all quotations, offers, purchase orders, acceptances, acknowledgements or confirmations between Lite-On Mobile and/or its Affiliates and Customers. Unless otherwise explicitly agreed in writing by Lite-On Mobile, any and all pre-printed terms and conditions or documents provided by Customer shall not be binding on Lite-On Mobile. Except otherwise stated in the offer, Lite-On Mobile' offers are open for acceptance within thirty (30) days and may be withdrawn or revoked by Lite-On Mobile at any time prior to the receipt of the Customer's acceptance by Lite-On Mobile. Any reschedule or cancellation of the purchase order shall be subject to Lite-On Mobile' written consent. Lite-On Mobile may from time to time agree upon a procedure with Customer whereby Lite-On Mobile manufactures Products on the basis of forecasts provided by Customer. Customer shall in such cases be obligated to purchase the Products manufactured and materials and components ordered by Lite-On Mobile according to such forecast.

**2. Product, pricing, and quantities**

The Products shall be purchased in the quantities and at the prices specified in Lite-On Mobile' offer or confirmations. The Prices do not include any taxes, duties or similar levies, which will be further added by Lite-On Mobile under applicable laws. In the event of shortages Lite-On Mobile may adjust the amounts of Products among its customers after consultation with such Customers.

**3. Payment**

Net payment is due at the date specified in the invoice. All payments shall be made to the address designated by Lite-On Mobile. No discount or reduction from the payment is allowed. Overdue interest rate will be 1% per month or the applicable statutory rate, whichever is higher, from the due date until payment in full. Lite-On Mobile has the right to suspend, delay, refuse, or cancel any credit, delivery or any other performance by Lite-On Mobile at any time if the Customer's financial condition does not justify production or delivery on the above payment terms.

**4. Delivery and acceptance**

The Products shall be delivered EXWORKS (Incoterms 2000) unless otherwise agreed in writing by Lite-On Mobile. Delivery dates communicated or acknowledged by Lite-On Mobile are approximate only, and Lite-On Mobile shall not be liable for Customer because of any delivery made within a reasonable time before or after the stated delivery date. If Customer fails to take delivery, then Lite-On Mobile may store the Products at Customer's cost and expense. In the event of any damages to the Product package or deviation of the quantities from the packaging list, Customer shall inform Lite-On Mobile in writing, together with the forwarder's certificate and the photos of such damages or deviation within one (1) day upon the Products' arrival at the destination. Customer shall complete acceptance procedure and inform Lite-On Mobile of any quality issue within seven (7) days upon receipt of the delivery. The Products will be deemed to be accepted by Customer if such Customer fails to initiate the above-mentioned process.

**5. Limited warranty and disclaimer**

Except for otherwise agreed in writing or prescribed under mandatory and applicable laws, Lite-On Mobile warrants that, for a period of six (6) months from the date of shipment from Lite-On Mobile' delivery point, the Products delivered hereunder shall substantially meet the Specifications. If during the above-mentioned period, Lite-On Mobile is notified promptly in writing, with detailed description, upon discovery of any failure to meet the Specifications attributable to Lite-On Mobile, after Lite-On Mobile' confirmation of such failure, Lite-On Mobile agrees to replace the Products under Lite-On Mobile' replacement procedures. The replacement of the Product shall constitute Customer's sole remedy for breach of the above warranty. Any return of the products by Customer without following such procedure may be rejected by Lite-On Mobile. The express warranty granted above shall extend directly to Customer and not to Customer's customers, agents or representatives. Except for warranty of title, the express warranty granted above is in lieu of all other warranties, whether express or implied, including without limitation any implied warranties of fitness for a particular purpose, merchantability, or non-infringement of intellectual property rights. All other warranties are hereby specifically disclaimed by Lite-On Mobile.

**6. Confidentiality**

Customer acknowledges that all technical, commercial and financial data disclosed to Customer by Lite-On Mobile is confidential information of Lite-On Mobile and/or its affiliates. Customer shall not disclose any such confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed by the parties and in conformance with the Product transaction contemplated herein.

**7. Product and production change**

Lite-On Mobile shall have the right to make Product and/or production changes after consultation with Customers. In such event Lite-On Mobile represents that said changes shall not negatively affect form, fit or function of the Products and their performance and characteristics.

**8. Discontinuation of product**

Lite-On Mobile reserves the right to discontinue manufacturing and sale of Products at any time. If however at any time during the term of an Agreement under which Lite-On Mobile sells and Customer purchases on a regular basis Products, such regularly sold and purchased Products are to be permanently discontinued ("Discontinued Product"), Lite-On Mobile shall use its reasonable commercial efforts to give Customer prior written notice of such discontinuance and shall use reasonable commercial efforts to accept orders for such Discontinued Product all in accordance with Lite-On Mobile' product discontinuation process and general information related thereto.

**9. Intellectual property rights**

All intellectual property rights covering Products including without limitation any and all software and/or documentation or data included in, with or comprising Products, and all ownership rights in and to such intellectual property rights, software, documentation and data, shall remain solely and exclusively with Lite-On Mobile or its third party suppliers, whether or not it was developed specifically for the Customer. No rights or licenses are granted, or implied by estoppel or otherwise, under any intellectual property rights of Lite-On Mobile and/or its Affiliates or any intellectual property residing in the Products, including without limitation, software and/or documentation or any data furnished by Lite-On Mobile, except for the license under any of Lite-On Mobile' and/or its Affiliates' intellectual property rights to use and resell Products sold by Lite-On Mobile to Customer subject to the provisions set forth herein. The term "Affiliate" shall mean any entity or other person which, directly or indirectly, controls, is controlled by or is under common control with Lite-On Mobile. Customer shall indemnify Lite-On Mobile and its Affiliates against and hold Lite-On Mobile and its Affiliates harmless from any damage or costs arising from or in connection with any violation or breach of the provisions of this Article 9 and Customer shall reimburse all costs and expenses incurred by Lite-On Mobile and/or its Affiliates in defending any claim, demand, suit or proceeding arising from or in connection with such violation or breach.

**10. Limitation of liability**

IN NO EVENT SHALL LITE-ON MOBILE BE LIABLE IN CONTRACT, TORT OR OTHERWISE, WHATEVER THE CAUSE THEREOF, FOR LOSS OF BUSINESS OR GOODWILL, LOSS OF REVENUE OR LOSS OF PROFITS, LOSS OF PRODUCTION, CLAIMS BY THE OTHER PARTY'S CUSTOMERS, COST OF LINE STOPS OR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGE INCURRED BY THE CUSTOMER. THE AGGREGATE LIABILITY OF LITE-ON MOBILE SHALL ALWAYS BE LIMITED TO THE PRICE OF THE LIABILITY CAUSING PRODUCTS.

**11. Assignments**

Neither Party shall have the right to assign its rights or obligations under this agreement without prior written consent of the other Party.

**12. Applicable law and disputes**

These terms and any deliveries made under these terms shall be governed by and construed in accordance with the laws of Finland without reference to its conflict laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. All disputes arising from any deliveries made under these terms shall finally and exclusively settled by arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce. The place of arbitration shall be Helsinki, Finland. The arbitration proceedings shall take place in the English language. Any collection by Lite-On Mobile of overdue payments related to deliveries made under these terms may, at Lite-On Mobile' sole election, be resolved by a court of competent jurisdiction.