

ANALOG DEVICES, INC.

TERMS AND CONDITIONS OF PURCHASE

Any purchase by Analog Devices, Inc. and/or its subsidiaries (hereinafter "Buyer") is expressly made conditional on Seller's acceptance of these Terms and Conditions of Purchase ("Terms and Conditions").

ACCEPTANCE AND ENTIRE AGREEMENT. Seller shall be deemed to have assented to all Terms and Conditions contained herein upon Seller's acknowledgment of Buyer's purchase order ("Order") for Goods ("Goods") or commencement of performance pursuant hereto. Conditions stated in Seller's acknowledgement or acceptance of an Order or in any quotation or invoice shall not be binding unless expressly agreed to in writing by an authorized representative of Buyer. Buyer's failure to object to provisions contained in any communication from Seller shall not be deemed a waiver of any of the provisions contained herein. From time to time, Buyer may accept certain of Seller's terms and conditions of sale by signing Seller's proposed sale agreement. If such acceptance is preceded or accompanied by Buyer's interpretation of Seller's terms and conditions, such interpretation shall control the construction or interpretation of the meaning of Seller's terms and conditions. Seller agrees that if this Order is accepted by shipment of the products or otherwise, the contract with respect to the products covered by this Order shall consist solely of these Terms and Conditions and shall exclude all usages of trade, course of dealing or performance or other terms and conditions. Buyer rejects any conflicting or additional terms and conditions in any quotation, confirmation acknowledgement of this Order, invoice or other form of offer, acceptance or communication sent by Seller. This agreement constitutes the complete and exclusive understanding of the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous sales proposals, negotiations, agreements and other representations or communications, whether oral or written.

PAYMENT. Unless otherwise stated on the face of the Order, Payment will be made net 60 calendar days from Buyer's receipt of Seller's correct and valid invoice for Goods delivered and accepted or services rendered and accepted. Payment may be withheld, or setoffs made against Seller if Seller is not performing work pursuant to an Order. If Buyer returns an invoice to Seller for any reason not attributable to the fault of Buyer, any applicable discount period will commence on the date of receipt of a corrected invoice by Buyer. Failure of Seller to invoice Buyer for any portion of the Goods or services within 90 days from delivery or rendering of such Goods or services, will at Buyer's discretion void Buyer's obligation to make payment for that portion of the Goods or services. Payment of any item will not be deemed an acceptance of the Goods or a waiver of any right to test or inspect the Goods. If requested by Buyer, Seller will furnish affidavits and instruments certifying that payment has been made for all labor, materials and services furnished in the performance or filing of the Order, as well as all releases and indemnities required at the time for payment and written guarantees with respect to the labor, materials and services supplied by Seller. These documents will be in such form and substance as may be required by or from Buyer.

PRICES. Unless otherwise specified on the face of an Order, prices include all applicable federal, state, and local taxes. Seller shall credit Buyer for any tax refund or credit adjustments received by Seller on taxes paid to Seller by Buyer with respect to Goods provided under any Order. Prices will remain firm and will not be subject to renegotiation and shall not be higher than last quoted or charged to Buyer unless otherwise agreed in writing.

DELIVERY. Time is of the essence for the Order. Failure by Seller to meet delivery dates specified in the Order will constitute a material breach of the Order and Purchaser may, at its option take one or more of the following actions: (a) extend the time for delivery; (b) cancel the Order in whole or in part; (c) require Seller to ship all or part of the Goods by prepaid air freight at Seller's expense until Seller's deliveries are in accordance with the requirements of the Order. Seller agrees to pay Buyer any penalty and/or damages imposed upon or incurred by Buyer resulting from Seller's failure to deliver the Goods on the specified delivery dates. If unspecified in the Order, Seller shall deliver the Goods FCA (Incoterms 2020) Seller's facility. Title passes to Buyer upon delivery of the Goods by Seller. Products shipped in excess of Buyer's order may be returned, at Buyer's sole option and at Seller's risk and expense. Buyer will not be responsible for any products furnished without a written order. In the absence of Buyer's consent, no delivery hereunder shall be made in advance of the time specified in Buyer's delivery schedule. Seller shall report any mistake or discrepancy in size or quantity to Buyer and Seller shall immediately remedy any such mistake or discrepancy by refunding incorrect charges to Buyer or otherwise

correcting such discrepancy to Buyer's reasonable satisfaction, unless otherwise directed by Buyer.

PACKAGING AND SHIPPING INSTRUCTIONS. As applicable, all Goods are to be suitably packed for safe transportation and handling, or otherwise prepared for shipment in accordance with Buyer's instructions or specifications. Unless otherwise specified in the Order, Buyer is not responsible for any costs for packing or crating. Any losses resulting from Seller's failure to follow Buyer packing instructions will be charged to Seller's account. Each shipping container and all intermediate containers must be marked to show Buyer's Order number, part number with revision letter and quantity, and a packing list showing this information must be included in each shipment. All materials to be shipped on a given day via the same mode of transportation from a common shipping point to a common address are to be consolidated into one shipment. Seller shall ship only the quantity specified in the Order, unless otherwise agreed in writing by Buyer. Seller may not ship under reservation.

CHANGES/CANCELLATION/RESCHEDULE. Buyer may cancel, reschedule, or modify all or any part of an Order at any time for convenience upon written notice to Seller. Where the products to be furnished are to be specifically manufactured in accordance with drawings and specifications, Buyer by written order may make changes, within the general scope of this Order, in the drawings and specifications, the method of shipment or packing, and the time and place of delivery. If any such change causes a change in cost or time required for performance, an equitable adjustment shall be made in the price and delivery schedule or both by written amendment to this Order, provided that Seller has requested such adjustment within thirty (30) days after the receipt of the change order. Except in the case of specially manufactured products in production or as otherwise stated in this Order, Buyer reserves the right to cancel the purchase of some or all of the products under this Order up to thirty (30) days before the indicated shipment date, or if Seller has not delivered such products by the date specified on the Purchase Order or any extension mutually agreed to by the parties. This right to cancel is subject to Buyer's undertaking to amend the Order in writing to provide for payment of a reasonable cancellation fee in an amount as is provided for in this Order, or if there is no such provision, then a reasonable cancellation fee not to exceed ten percent (10%) of the price of the products that were cancelled.

No modification, amendment or rescission of the Order may be made by Seller without the prior written consent of Buyer. Any changes to qualified critical materials are subject to Buyer's prior written approval, and substitutes will not be accepted unless authorized in writing by Buyer's duly authorized management. Any overrun quantities will be subject to Buyer's prior written approval. Buyer reserves the right to, and Seller agrees to accept reasonable changes to the Order, including, without limitation, changes to quantities, packing, testing, destinations, specifications, designs and delivery schedules, but these changes will be authorized only by Buyer's written Order. If an Order affects delivery or price, Seller will notify Buyer immediately and an equitable adjustment in prices or other terms hereof will be agreed upon in a written amendment to the Order.

FORECASTS. Any Buyer forecasts furnished under an Order are presented in good faith and are nonbinding on Buyer. Buyer shall only be liable for actual Order releases made by Buyer's Purchasing Department.

INSPECTION. Prior to shipment of Goods, Seller shall carefully inspect and test all Goods for compliance to applicable specifications. Seller shall retain proper records of such inspections and tests and provide copies to Buyer, if requested. Unless otherwise specified in the Order, final acceptance or rejection of the Goods shall be made after delivery to the final destination, however Buyer's failure to accept or reject Goods or detect defects during inspection does not relieve Seller from its responsibility to provide Goods in accordance with Order requirements.

NON-WAIVER DEFAULT. Each shipment made under any Order shall be treated as a separate sale and transaction, but in the event of any default by Seller, if Buyer elects to continue to accept shipments, its action shall not constitute a waiver of any default by Seller or in any way affect Buyer's legal remedies for any such default.

WARRANTY. Seller warrants and certifies that: (a) the Goods will conform to the specifications, drawings, sample or other descriptions furnished or specified by Buyer or furnished by Seller and accepted by Buyer; (b) all items will be merchantable, of good workmanship, and free from defects; (c) unless otherwise specified herein, all Goods and its components are new and have not been previously used; (d) the Goods are fit for use for their ordinary intended purposes as well as any special purpose specified by Buyer; (e) and all items and the sale

thereof do not, and the use of the same for their ordinary intended purpose as well as any special purpose specified will not constitute infringement or contributory infringement of any patent, or infringement of any copyright or trademark, or violation of any trade secret; (f) Seller has good title to the items free from all encumbrances; (g) the price or prices to be paid do not exceed applicable ceiling prices established by law, regulation or order of any governmental authority; and (h) the Goods, if produced in the United States, were or will be produced in compliance with the Fair Labor Standards Act of 1938, as amended or supplemented. These warranties will survive any inspection, delivery, acceptance or payment by Buyer for the Goods and are in addition to and shall not be construed as restricting or limiting any warranties of Seller, express or implied, that are provided by law or exist by operation of law. In addition to the warranties above, Seller shall extend all warranties that it receives from its vendors to Buyer and Buyer customers.

DEFECTS AND NONCONFORMING GOODS. If any of the Goods and/or services furnished under the Order are found at any time to be defective in design, material or workmanship, including latent defects, or otherwise not in conformance with Seller's warranty or the requirements of the Order, Buyer, in addition to other remedies under all applicable warranties or otherwise, may at Buyer's option (i) require Seller to promptly correct any defective or nonconforming Goods by repair or replacement at the location specified by Buyer or (ii) return such defective or nonconforming Goods to Seller at Seller's expense and recover from Seller the Order price. Seller will pay or reimburse Buyer promptly for all costs incurred by Buyer with regard to any defective or nonconforming Goods and/or services. No replacements are to be made unless specified by Buyer. Ordered Goods are subject to inspection and test at any time or place before, during and after manufacture. In the event that Goods or services are not ready for inspection and testing at the time specified by Buyer, Buyer's additional costs of inspection and testing shall be for the account of Seller. Failure to inspect, accept or reject goods or services shall not relieve Seller of any liability to Buyer. Seller shall maintain a system of quality control that is acceptable to Buyer in respect of each type of Good furnished hereunder. In addition to the other terms in this Order, this Order expressly includes all implied warranties and all of Buyer's remedies in the Uniform Commercial Code.

DISCONTINUED GOODS. Before Seller stops offering any product for sale to or for Buyer for any reason ("Discontinued Product"), unless a longer period is specified in this Order, Seller shall give Buyer a minimum of twelve (12) months prior written notice ("End of Life Period"). During the End-of-Life Period, Buyer may provide Seller with a forecast of anticipated demand for the Discontinued Product during the End-of-Life Period and a final lifetime buy volume forecast; and may continue to place Orders for Discontinued Product consistent with its forecasts, with delivery not to exceed twelve (12) months from the date of the order. Seller shall accept Orders from Buyer for quantities of discontinued Goods required by Buyer during the End-of-Life Period. The unit price for ordered quantities of the discontinued Goods during the End-of-Life Period shall be at the unit price(s) listed in Buyer's Order. In the event that Buyer purchases Goods hereunder with a purchase price exceeding annual purchase price total of at least \$100,000, Seller will give Buyer at least three (3) years prior written notice of such discontinuance. In the event that continuous improvements of the Goods cease or are made obsolete by Seller hereunder, Buyer may, at its sole discretion, pursue any means necessary to perpetuate the life cycle and continued improvement of the Goods. Seller and Seller's agents will provide Buyer with the necessary hardware and software details required, including, but not limited to artwork, schematics, vendor names, bills of material and software source code(s).

CONFIDENTIAL INFORMATION. Any knowledge or information that Buyer discloses to Seller under Buyer's Order, including, without limitation, specifications, technical or business information, forecasts, or schedules, shall be deemed Buyer confidential, proprietary information ("Confidential Information"). Seller shall not disclose such information, including without limitation, denial, or confirmation, relative to the Order without the prior written consent of Buyer. Seller will disclose Confidential Information only to Seller's employees who have a need to know such information. Seller shall protect the confidentiality of Confidential Information using efforts consistent with the efforts Seller uses to protect its own information of a similar nature, but at least reasonable efforts. Seller shall only use Confidential Information for the purpose of fulfilling an Order between Seller and Buyer. Seller may disclose Confidential Information to the extent required to be disclosed by applicable Law, as long as Seller notifies Buyer (unless prohibited by applicable Law), cooperates with Buyer to contest such disclosure requirement and only discloses the minimum amount of Confidential Information required to be disclosed.

INTELLECTUAL PROPERTY. Any intellectual property rights incorporated into any Goods or deliverables

purchased hereunder, or developed pursuant to services purchased hereunder, other than Seller's Background IP, shall be the property of Buyer, and Seller hereby assigns all right, title and interest therein to Buyer. "Background IP" means intellectual property rights developed prior to this Order or outside of the scope of the services or Goods provided under this Order. Seller hereby grants to Buyer a perpetual, irrevocable, sublicensable, transferable, royalty-free, non-exclusive license to any of Seller's Background IP necessary or useful for Buyer to reproduce, distribute, prepare derivative works of, modify, translate, adapt, publicly perform, make, have made, sell, offer for sale, import, use or otherwise exploit any Good or deliverable. All tools, equipment, dies, drawings, or other materials paid for or furnished by Buyer under the Order shall be and remain the sole property of Buyer.

INDEMNIFICATION AND LIABILITY.

- a. Seller agrees to indemnify, hold harmless and defend Buyer, its subsidiaries and affiliates and their respective officers, directors, agents and employees from any and all loss, expenses, damage, liability, claims or demands for actual or alleged infringement of any patent, trademark, copyright or trade secret arising from the purchase, use or sale of Goods or services furnished under the Order, except where such infringement or alleged infringement arises by reason of a design originally furnished to Seller by Purchaser. If the Goods or services or any part thereof or any use thereof be held to constitute infringement and the use enjoined, Seller shall promptly and at its own expense either: (1) procure for Buyer the right to continue using the Goods or services; or (2) replace same with non-infringing Goods or services satisfactory to Buyer; (3) modify the Goods or services in a way satisfactory to Buyer so they become non-infringing; or (4) Buyer may cancel any or all of the unused portion of this Order and may return to Seller for full credit the unused portion of any products delivered pursuant to it. Seller's indemnification obligations set forth above shall be excused to the extent that Buyer's failure to provide prompt notice of the applicable claim or reasonably to cooperate (at Seller's expense) materially prejudices the defense. Seller shall control the defense of any indemnified claim, including appeals, negotiations, and any settlement or compromise thereof; provided that Buyer shall have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations.
- b. SELLER AGREES TO INDEMNIFY AND HOLD HARMLESS BUYER, ITS SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES, AND BUYER CUSTOMERS FROM ANY AND ALL LOSSES, EXPENSES, DAMAGES, LIABILITY, CLAIMS OR DEMANDS ARISING OUT OF OR INCIDENTAL TO THE PERFORMANCE, MANUFACTURE, DELIVERY OR INSTALLATION OF GOODS OR THE FURNISHING OF SERVICES UNDER BUYER'S ORDER, INCLUDING WITHOUT LIMITATION ANY RECALL, LATENT DEFECTS, REPLACEMENT OR CORRECTION OF THE GOODS, DEATH OR INJURY TO ANY PERSON, PROPERTY DAMAGE OR LOSS OR ANY BREACH OF WARRANTY OR ACT OR OMISSION OF SELLER, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS. Seller shall also maintain such public liability, property damage, employer's liability and compensation insurance and motor vehicle liability (personal injury and property damage) as will protect Seller (or its subcontractors) and Buyer from said risks and from any claims under any applicable workmen's compensation or occupational disease statutes.
- c. OTHER THAN THE PURCHASE ORDER PRICE OR ANY OTHER CHARGES THAT MAY BE AGREED TO IN WRITING BETWEEN BUYER AND SELLER, BUYER WILL NOT BE RESPONSIBLE IN ANY WAY TO SELLER OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT LOSSES OR DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS OR ECONOMIC LOSS) DUE TO ANY CAUSE WHATSOEVER, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

REMEDIES. The remedies reserved in the Order are cumulative and additional to any other further remedies at law or in equity; however, in no event will Buyer be liable to Seller for incidental or consequential damages. All of the terms of the Order are material terms and no waiver of or exception to any of the terms, conditions or provisions contained in the Order shall be valid unless specifically agreed to in writing by Buyer.

TERMINATION. Notwithstanding any other provisions set forth herein, Buyer may at its option cancel any part or all of the unfilled portion of this Order and return to Seller for full credit and refund any unused portion of the Goods delivered hereunder if Seller fails to make timely delivery of any Goods or to perform any service in the time specified herein or if Seller fails in performance of any other provisions of this Order.

In the event that Seller becomes insolvent, or bankruptcy proceedings are instituted against it or on its behalf, or if Seller makes an unauthorized assignment for the benefit of creditors, such events shall be deemed a material breach hereunder, entitling Buyer to immediately terminate any agreement hereunder, to cease performance hereunder, and to avail itself of any and all legal or equitable remedies it may have against Seller. Seller agrees to give written notice to Buyer of such insolvency or bankruptcy proceedings at least 30 days prior to such proceedings.

If this Order is terminated in accordance with this Section, Buyer shall have the right, in addition to any other available rights and remedies, to recover from Seller any excess cost of obtaining elsewhere any reasonable substitute for all or any portion of the products or services that were not delivered to Buyer in conformity with this Order prior to termination, and Seller shall continue performance of this Order to the extent not terminated by Buyer. Buyer shall only be liable to Seller for services satisfactorily performed to the date of termination and Goods delivered and accepted by Buyer. Any claim by Seller for reimbursement, if any, shall be presented to Buyer in writing within thirty (30) days of Seller's receipt of Buyer's written notice. Seller shall mitigate its claim to the maximum extent, and Buyer shall have the right to audit Seller's books and records related to such reimbursement claim. Cancellation or termination by Buyer will not constitute a waiver or release of any rights and remedies of Buyer in contract or provided by law.

COMPLIANCE WITH LAWS.

a. Seller warrants and covenants to Buyer that Seller is and shall be in compliance and will comply fully with all applicable federal, state, municipal and local laws, orders and regulations, including without limitation applicable employment, labor, human rights, data privacy, health and safety, tax, export control and environmental laws and regulations, relating in any way to the production, manufacture, sale and delivery of the Goods, including without limitation those affecting limiting prices, production, purchase, sale and use of materials. These obligations shall survive any expiration or termination of this Order.

b. Buyer is a member of the RBA. Members of the RBA adopt the RBA Code of Conduct (the "Code"), which is a code of best practices for the following five areas: Labor, Ethics, Health and Safety, Environment, and Management Systems. Seller warrants and covenants to Buyer that Seller complies and shall comply with each of the requirements of the Code, which can be found at <http://www.responsiblebusiness.org/standards/code-of-conduct/>. Seller agrees to make best efforts to comply with any future modifications to the Code. If the Seller is not in compliance with any provision of the Code, Seller shall notify Buyer promptly.

EQUAL EMPLOYMENT OPPORTUNITY. The provisions of Section 202 of executive Order 11246 and the Rules and Regulations issued pursuant to Section 201 therein are hereby incorporated by reference, and Seller represents by acceptance of the Order that Seller will comply with such Executive Order and rules, regulations and amendments thereto to the extent the same are applicable to the manufacture and sale of Goods provided under the Order or the contracting or subcontracting of services or work hereunder.

ISO 9001. In accordance with ISO 9001 quality control systems and related certification, a physical inspection of Seller's facility may be required for Buyer's customer to satisfy certification requirements. Upon written notice from Buyer's customer, Seller agrees to make its facilities and procedures reasonably available for a site inspection for physical audit, if required for customer to meet ISO certification requirements.

Buyer is an ISO 14001 certified company and is committed to excellence and leadership in protecting the environment, the health and safety of our employees and our communities. Vendors, contractors, and suppliers are expected to be familiar with our EH&S Policy and to provide services in a manner to help Buyer achieve these goals. Seller shall provide competent personnel to work on behalf of Buyer in compliance with our environmental management system. A copy of our EH&S Policy can be obtained from our website or upon request.

EXPORT CONTROL CLASSIFICATION NUMBER. If applicable, Seller shall provide Buyer at time of sale with the appropriate U.S. Export Control Classification Number for your product, as determined on the Commerce Control List of the Export Administration Regulations of the U.S. Bureau of Industry and Security of the Department of Commerce. Seller agrees to assist Buyer if it is necessary to obtain an export/reexport license.

TOOLING AND EQUIPMENT.

If Buyer furnishes to Seller or makes any payment or allowance to Seller for tools, jigs, fixtures, molds, dies, production or testing equipment, including any replacement thereof to be used by Seller in the fulfillment of this Order (collectively "Tooling and Equipment"), all of such Tooling and Equipment shall be the property of Buyer and shall be used by Seller solely for the purpose of filling Buyer's Order or, upon Buyer's prior written consent, other orders. Seller shall deliver all such Tooling and Equipment to Buyer or its designee on the earlier of Buyer's written demand or when the same are no longer required for Seller's performance under Buyer's Order. Seller shall maintain adequate property control records on all such Tooling and Equipment and shall, to the extent practicable, identify them by appropriate tags or markings. Seller will, at the request of Buyer, promptly furnish to Buyer a list of all the Tooling and Equipment for which Buyer has made any payment or allowance to Seller under this Order, or the cost of which in whole or in part is chargeable to this Order. Seller shall be responsible for all loss or damage to Tooling and Equipment while in Seller's or Seller's agent's custody or control and shall indemnify Buyer against all loss or damage to Tooling and Equipment, including but not limited to losses and damages from theft, vandalism, misuse, and natural disaster.

GENERAL PROVISIONS

ASSIGNMENT AND USE OF SUBCONTRACTORS. Seller will not delegate any duties, nor assign any rights or claims under the Order, or for breach thereof, without the prior written consent of Buyer. Any attempted delegation or assignment will be void. For the purposes of this section, a merger, sale of all or substantially all of Seller's assets that relate to this Order, assignment by operation of law or other change of control shall be deemed to be an assignment. Seller shall not subcontract any substantial portion of the work to be performed by Seller hereunder.

BINDING EFFECT. These Terms and Conditions will be binding upon and inure to the benefit of the parties hereto, their heirs, executors, legal representatives, successors, and assigns.

BUYER AFFILIATES. Buyer may cause or permit all rights and permissions granted in these Terms and Conditions to be exercised by or through any Affiliate. "Affiliate" means a person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Buyer (with "control" meaning ownership of more than fifty percent (50%) of the voting stock of the entity or, in the case of a non-corporate entity, an equivalent interest).

BUYER OWNED PROPERTY. Scrap resulting from the manufacture of any material produced by Seller for Buyer under these Terms and Conditions shall remain the property of Buyer and shall not be disposed of without Buyer's written consent.

GOVERNING LAW. The Order and the transactions contemplated thereby shall be construed in accordance with, and disputes shall be governed by the laws of the Commonwealth of Massachusetts, excluding its conflict of law rules. The state and federal courts located in Boston for the Commonwealth of Massachusetts USA shall have exclusive jurisdiction and exclusive venue over all controversies arising out of or related to the Order and the transactions contemplated thereby. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties and does not apply to these Terms and Conditions.

GRATUITIES PROHIBITED. Seller warrants and covenants to Buyer that Seller will abide by Buyer's policy that Buyer's employees and agents accept no gratuities from Buyer's vendors.

MODIFICATIONS. These Terms and Conditions may be modified, replaced, or rescinded only in writing, and

signed by a duly authorized representative of each party. These Terms and Conditions may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties. Facsimile and electronic signatures shall have the same effect as originals.

NO RESTRICTIONS. Nothing contained in this agreement shall be deemed to (i) limit or restrict in any manner Buyer's right to develop and market products having functionality identical or comparable to that of the Goods to be provided by Seller to Buyer pursuant to this agreement, nor (ii) obligate Buyer in any manner to make payment of royalties, license fees or other compensation of any nature to Seller in connection with any such products developed by Buyer.

NOTICE OF LABOR DISPUTES. Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of the Order, Seller will immediately give notice of that dispute to Buyer. Seller agrees to insert the substance of this clause in any lower tier subcontract and to require that in the event its lower tier subcontractors' timely performance is delayed or threatened by delay by any actual or potential labor dispute, the lower tier subcontractor will immediately notify its next higher tier contractor of all relevant information with respect to those disputes.

SEVERABILITY. In the event that any court of competent jurisdiction deems any portion or provision of these Terms and Conditions unenforceable, then, notwithstanding, the remaining portions and provisions of these Terms and Conditions will be in full force and effect.