



BRILLIANT

Terms and Conditions of Purchase

Unless superseded by a separate agreement executed between the parties, these terms and conditions contained herein, any files linked herewith, and any other attachments to this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 complete and exclusive agreement between Brilliant Home Technology, on behalf of itself and its subsidiaries and affiliates, ("Brilliant") and the supplier identified on the face of this Contract ("Supplier").

- DEFINITIONS** - "Counterfeit Goods" means Goods that are or contain items misrepresented as having been designed and/or produced under an approved system or other acceptable method, or that have reached a design life limit or been damaged beyond possible repair, but are altered and misrepresented as acceptable; "Defect" or "Defective" means Goods in breach of the warranty in Section 11; "Goods" means all required labor, articles, materials, supplies, goods, services or other deliverables constituting the subject matter of this Contract; "Law" shall refer to laws, ordinances, regulations and codes, including the identification and procurement of required permits, certificates, licenses, insurance, approvals and inspections; "Specifications" means written specifications setting forth manufacturing, component, testing, shipping and all other technical requirements for the Goods; "Product Content Regulation" or "PCR" shall refer to the following laws and/or regulations on content, packaging, labeling, and/or similar issues concerning the Goods or substances: "RoHS" (EU Directive 2002/95/EC on Restriction on the use of certain Hazardous Substances in electrical and electronics equipment); "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); EU Member States' implementations of the foregoing; "Conflict Minerals" as defined in the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act § 1502, implementing legislation and rules; the People's Republic of China (PRC) Measures for Administration of the Pollution Control of Electronic Information Products of 2006; and/or any other mutually agreed PCR; together with implementing regulations and/or administrative rules.
- SCOPE / INTERPRETATION** - This Contract is issued by Brilliant for the purchase of Goods from Supplier. This Contract is deemed accepted when Supplier returns any written acknowledgment of this Contract or begins performing, whichever is earlier. Brilliant 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. All contract documents referenced in this Contract are interpreted together as one agreement. In the event there is an irreconcilable conflict of such contract documents, the following Purchase Order of precedence applies: (i) any procurement agreement or other agreement of the parties; then (ii) these general Contract terms and conditions; then (iii) the face of the Purchase Order and any supplemental terms included or incorporated by reference; and finally (iv) other contract documents agreed to in writing by the parties. No change to or modification of this Contract will be binding unless in a writing signed by Brilliant's authorized representative. If this Purchase Order is issued under a United States Government contract, Brilliant 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 for Fixed United States Government Contracts and/or Commercial Items.
- PRICE** - Prices shall be as specified herein. Supplier warrants these prices to be as low as any charged to Supplier's customers under similar quantities. Supplier agrees those prices herein include all applicable taxes (except sales tax), tariffs and fees and represent the full price to Brilliant less shipping costs.
- PACKING AND SHIPMENT** - No charge will be allowed for packing, 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 prudent industry practice, and to ensure compliance with any special instructions of Brilliant. Goods shall be suitably packed to: (i) preserve their integrity; (ii) secure the lowest transportation costs; and (iii) conform to the requirements of common carriers and any applicable



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specification. Shipment shall be made in accordance with Brilliant's routing or other instructions on the face of the Purchase Order. Supplier shall place the Purchase Order number on the outside of each shipment hereunder and on all documents relating to such shipment. Supplier shall be liable for any increase in transportation charges resulting from Supplier's failure to utilize the specified method of shipment or carrier.

5. **PAYMENT, INVOICES, TAXES AND SETOFF** - Except as otherwise stated in this Purchase Order, any payment under this Purchase Order is due and payable net sixty (60) days after receipt of invoice. An invoice showing this Purchase Order number, the item number(s) and a description of the items and/or services must be issued for each shipment of material or provision of services. Any applicable sales tax, duty, excise tax, use tax or other similar tax or charge for which Brilliant has not furnished an exemption certificate must be itemized separately on Supplier's invoices. Payment of Supplier's invoice, in whole or in part, will not constitute acceptance of Supplier's performance and such payment will not prejudice Brilliant's right to pursue any other right or remedy available to it under these terms or applicable law. Payment of Supplier's invoice is subject to adjustment for over-shipment, shortage and rejection. Brilliant may at any time set off any amount owed by Brilliant to Supplier against any amount owed by Supplier to Brilliant.
6. **INSPECTION AND ACCEPTANCE** - Brilliant reserves the right to inspect all Goods prior to shipment by Supplier. Supplier shall permit employees or representatives of Brilliant and/or Brilliant's customer to have access to Supplier's facilities at all reasonable hours. At the time of inspection, Supplier shall make available to such representatives copies of all drawings, specifications and other technical data applicable to the Goods Purchase Ordered. Brilliant's right of inspection will also apply to any supplier or vendor of Supplier. Supplier will inform such suppliers and vendors of Brilliant's right to inspect and, if necessary, use all reasonable efforts to secure such right of inspection for Brilliant at such supplier or vendor facilities. All Goods shall nevertheless be received subject to final inspection and approval by Brilliant after delivery at destination. Brilliant may 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 will be rejected. The rejected lot of Goods may be 100% inspected, at Brilliant's option and Supplier's expense. Rejected Goods may be returned at Brilliant's option for refund, credit or replacement at Supplier's expense. Brilliant's inspection or lack of inspection shall not affect any express or implied warranties, nor shall Brilliant waive any rights to reject and return Goods which contain latent defects discovered in the testing of Brilliant's products containing such Goods. Final inspection and acceptance shall be within sixty (60) days after Brilliant's receipt of the Goods.
7. **NOTIFICATION OF NONCONFORMING MATERIAL** - No Goods shall be shipped under this Purchase Order which contains material that departs from drawings or specifications. The supplier will provide Brilliant notification of any proposed deviation of material and receive consent by Brilliant to manufacture and ship nonconforming material. The Supplier shall be responsible for any additional costs incurred due to use of such nonconforming material. Should the Supplier detect that nonconforming material has been delivered to Brilliant, it is the Supplier's responsibility to notify Brilliant immediately.
8. **DELIVERY AND RISK OF LOSS** - Unless otherwise agreed in the Purchase Order, Supplier shall ship all Goods to Brilliant "DDP Brilliant's (or Brilliant's contract manufacturer) Door Incoterms® 2010". Time is of the essence. Supplier shall be responsible for all damages of any kind incurred or suffered by Brilliant 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 Brilliant. Supplier agrees to notify Brilliant 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. Such notice shall not relieve Supplier of any responsibilities in this Contract. Unauthorized advance shipments and shipments other than for the quantity Purchase Ordered are returnable at Supplier's expense.
 - 8.1 Risk of Loss. Delivery shall not be deemed complete until the Goods have been actually received by Brilliant at its facility. The risk of loss and damage in transit shall remain with Supplier and shall not pass to Brilliant until received at Brilliant's facility 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



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agreed in writing, Supplier shall not make any material commitments or arrangements in excess of the amount or in advance of the time necessary to meet Brilliant's delivery schedule, except at Supplier's own risk.

9. **CHANGES** - Upon notice, Brilliant shall have the right to make changes as to design specifications, testing, packaging or any other phase of the work to be performed. If such changes cause an increase or decrease in the price or time required for performance, Supplier shall be entitled to an equitable adjustment provided the claim for such adjustment is made within ten (10) business days of receipt of Brilliant's request. Suppliers with design authority are required to notify Brilliant if any proposed design changes affect fit, form, function, or safety of the Goods. Suppliers must obtain prior approval from Brilliant before manufacturing and delivery of any design changes. Suppliers are required to notify Brilliant of any Manufacturing Facility Location changes.
10. **RESCHEDULING** - Brilliant may change any and all deliveries and quantities on this Purchase Order by providing notice to Supplier a minimum of ten (10) calendar days prior to such scheduled delivery. Brilliant may delay delivery of the goods that are within the lead-time for not more than fifteen (15) months from the date of this Purchase Order. Brilliant shall be able to make such changes without cost or liability to Brilliant
11. **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 herein; (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 Brilliant's purchase, sale or use of the Goods will not infringe any patent, copyright, trademark, trade secret, maskwork or other intellectual property right. Defective Goods may be returned to Supplier for repair, replacement or credit at Brilliant's option and at Supplier's risk and expense. Repaired and replacement Goods shall be in "like new condition" and subject to the full original warranty. If Supplier breaches any warranty specified in this Contract or afforded by law, Brilliant shall be entitled to avail itself cumulatively of all remedies at Law or in equity. These warranties shall: (i) extend to Brilliant, Brilliant's customers, and the users of Brilliant's Goods; (ii) be in addition to and not in lieu of any other warranties specified herein or implied by or existing pursuant to Law; (iii) survive inspection, delivery, acceptance and payment; and (iv) continue for the longer of: (a) the warranty period applicable to Brilliant's sales to its customers of the Goods or of goods which incorporate the Goods; (b) one (1) year after the Goods are accepted by Brilliant; or (c) such greater period as may be specified elsewhere in this Contract. Notwithstanding anything to the contrary in this Contract, Brilliant shall be entitled to full compensation for any and all losses, damages, costs and expenses (including but not limited to rework costs, overtime charges, costs of manufactured or partially manufactured assemblies, fines and penalties paid by Brilliant and/or claimed by any customer of Brilliant related to a breach of Supplier's warranties hereunder) and other similar amounts suffered or incurred.
 - 11.1 *Tin Whisker Mitigation and Qualification Test.* Supplier warrants that Goods identified as or otherwise required to be lead-free or RoHS-6 compliant and manufactured with leads or electrodes (excluding BGA's) possessing high tin (i.e., greater than 95 percent) surfaces shall be subjected to industry best practices for tin whisker mitigation (i.e., JEDEC - IPC JP002/iNEMI recommendations for lead-free components version 3 or equivalent) and are further required to have the lead/electrode surface finish qualified through industry standard tin whisker testing protocols (i.e., JEDEC JESD 22A121 + JEDEC JESD 201 class II or equivalent).
 - 11.2 *Counterfeit Work.* Supplier represents and warrants that no Goods delivered to Brilliant are Counterfeit Goods. For purposes of this clause, "Goods" consists of those parts delivered under this Contract that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). Supplier shall only purchase Goods to be delivered or incorporated as Goods to Brilliant directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Supplier represents and warrants that no Goods shall be acquired from non-franchised distributors or brokers unless approved in advance in writing by Brilliant. Supplier shall immediately notify Brilliant with the pertinent facts if Supplier becomes aware or suspects that it has furnished Counterfeit Goods.



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When requested by Brilliant, Supplier shall provide OCM/OEM documentation that authenticates traceability of the Goods to the applicable OCM/OEM.

- 11.3 Representations.** Supplier represents and warrants that: (i) it has the right to enter into this Contract; (ii) its performance of this Contract will comply, at its own expense, with the terms of any Law to which it is or becomes subject; (iii) no lien or action exists or is threatened against Supplier that would interfere with Brilliant's use or sale of the Good; and (iv) the Goods are sold to Brilliant free and clear of any liens, claims or encumbrances.
- 12. INDEMNITY** - Supplier shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Brilliant (including its shareholders, directors, officers, employees, customers, contractors, agents and other representatives) from and against any and all potential demands, claims, actions, causes of action, proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel) of every kind which Brilliant may hereafter 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 or any actual or alleged violation of any intellectual property right; (iii) personal injury (including death), property damage, or contamination of or adverse effects on the environment (and any clean-up in connection therewith), where any of the foregoing is caused, in whole or in part, by the Goods, Supplier's breach of any term or provision of this Contract, or by any negligent or willful acts, errors or omissions by Supplier (including its employees, officers, subcontractors, agents, or representatives) in the performance of this Contract.
- 12.1 Remedies.** Supplier will not make any settlement that affects Brilliant's rights or interests without Brilliant's prior written approval, which will not be unreasonably withheld. If the use by Brilliant or its affiliates, subsidiaries, assigns or customers of any Goods furnished under the Purchase Order is or is likely (based on Brilliant's sole discretion) to be enjoined ("Infringing Good"), Supplier shall, at its own expense, procure for Brilliant 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 promptly refund in full all costs paid by Brilliant for the Infringing Good and cancel any remaining portion of the Purchase Order. Exercise of these remedies shall not be exclusive of or without prejudice to any other remedies provided at Law or in equity which are available to Brilliant.
- 12.2 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.
- 13. LIMITATION OF LIABILITY** - IN NO EVENT SHALL BRILLIANT BE LIABLE TO SUPPLIER OR SUPPLIER'S ASSISTANTS, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFITS) IN ANY WAY ARISING OUT OF, OR IN CONNECTION WITH, PURCHASE ORDER, WHETHER OR NOT BRILLIANT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BRILLIANT'S TOTAL LIABILITY TO SUPPLIER UNDER A GIVEN PURCHASE ORDER, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WILL BE LIMITED TO THE PAYMENTS ACTUALLY RECEIVED BY SUPPLIER FROM BRILLIANT UNDER THE PURCHASE ORDER TO WHICH THE CLAIM RELATES.
- 14. CANCELLATION**
- 14.1 For Default** - If (a) Supplier fails to make any delivery or perform any services in accordance with the schedule on the face of this Purchase Order, except as modified by Brilliant and Supplier by mutual agreement or otherwise fails to carry out the terms and Supplier does not remedy such failure within twenty (20) business days of notice thereof, or (b) Supplier fails to make progress to an extent that performance of this Purchase Order is endangered, or (c) any action is filed against Supplier in bankruptcy or insolvency, or for the appointment of a trustee or receiver, Brilliant may, by written notice, terminate this Purchase Order without obligation or liability. This remedy is an



addition to any other rights or remedies provided by law. Supplier agrees to hold Brilliant harmless from any losses, expenses, costs or damages resulting front contract termination.

- 14.2 *For Convenience* - Brilliant may cancel, at its sole option all or any portion of any undelivered material by giving notice consisting of fifteen (15) days prior oral notice with written confirmation within ten (10) days to Supplier.
15. **PATENTS, TRADEMARKS AND COPYRIGHTS** - Supplier warrants that all material furnished hereunder do not infringe any U.S. or foreign patent, trademark, or copyright. Supplier agrees to defend any claims to the contrary at Supplier's expense. If as a result of such action, use of material is enjoined Supplier shall, at Supplier's expense, at Brilliant's option, obtain the right to use such material, remove the infringement or award Brilliant an equitable refund. Brilliant shall maintain its right to be represented in any such proceeding at Brilliant's expense.
16. **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 at 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 Brilliant'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 of a like nature, but no less than a reasonable degree of care. Supplier shall not disclose any Confidential Information to any third party without Brilliant's prior written authorization. These duties shall survive the expiration or termination of this Contract for three (3) years.
17. **COMPLIANCE WITH LAWS** - Supplier and all persons controlled by Supplier shall at all times comply at their own expense with all applicable Laws. Upon request, Supplier shall provide Brilliant with reasonable documentation demonstrating such compliance, and Supplier further agrees to indemnify, defend and hold harmless Brilliant from and against any loss or expense arising from Supplier's noncompliance with any applicable Law.
- 17.1 *Anti-Corruption / Anti-Bribery*. In addition, the parties shall: (i) comply with all applicable 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
- 17.2 *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, Purchase 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 or import of 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 efforts at its own expense to support the other party in obtaining any necessary licenses or authorizations required to perform its obligations under this Contract. Reasonable cooperation shall include providing reasonably necessary documentation, including import, end user and re-transfer certificates.
- 17.3 *Equal Opportunity/Affirmative Action*. Exec. Orders 11246 and 13201 and 29 C.F.R. Part 470 and 41 C.F.R. Parts 60-1.4, 60-1.8, 60-250.5, 60-300.5 and 60-741.5 are incorporated, if applicable



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- 17.4 Product Content Regulation ("PCR").** Supplier represents, warrants, certifies, and covenants that 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) if and as requested by Brilliant, include with shipments of Goods the material composition data related to all homogenous material contained within such Goods; and (ii) assist Brilliant, as necessary in Brilliant's reasonable opinion, in Brilliant's attempts to comply with its obligations, if any, under applicable Laws.
- 17.5 Conflict Minerals.** Supplier shall use due diligence to comply with Conflict Minerals legal requirements. Conflict Minerals include gold ("Au"), tantalum ("Ta"), tungsten ("W") and tin ("Sn") sourced from areas identified as conflict regions, including the Democratic Republic of the Congo ("DRC") and Central Africa. Supplier represents and warrants that no Conflict Minerals that originated in the DRC or an adjoining country are present in any Goods. For the purposes of making such representation and warranty, Supplier will use due diligence inquiry protocols, standards, and procedures that meet or exceed the reasonable country of origin inquiry described in the U.S. Securities and Exchange Commission ("SEC") rules and the relevant best practices developed by industry. Supplier shall indemnify, defend, and hold harmless Brilliant (including its shareholders, directors, officers, employees, customers, contractors, agents and other representatives) from and against any and all potential demands, claims, actions, causes of action, proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel) of every kind which arise out of any Good's actual or alleged Conflict Minerals content or Supplier's noncompliance with this Section 15.5. Supplier shall further assist Brilliant with any requests for information, certifications, or other similar documents as Brilliant may reasonably request to ensure Goods' and Supplier's compliance with this Section 15.5 and shall notify Brilliant promptly upon discovering or having reason to believe that any Good fails to comply with the representation and warranty in this Section 15.5.
- 17.6 Disposal Regulations.** For any Goods subject to WEEE or other Laws dealing with recycling or disposal ("Disposal Regulations"), Supplier: (i) represents and warrants that such Goods are correctly labeled in accordance with the Disposal Regulations; (ii) agrees to assist Brilliant, as necessary in Brilliant's reasonable opinion, to comply with its obligations, if any, under the Disposal Regulations; and (iii) agrees to assume responsibility for taking back and disposing of Goods in the future upon the request of Brilliant or its customer in accordance with the Disposal Regulations. No additional charges will be due to Supplier from Brilliant for Supplier's agreement to undertake these responsibilities.
- 18. OWNERSHIP OF WORK PRODUCT** - Brilliant will own all right, title, and interest in and to all intellectual property rights related to any and all portions of Goods created and delivered by Supplier in furtherance of Purchase Order, including, but not limited to, all compounds, formulations, Goods, materials, text, graphics, software or other items (the "Work Product"). In the event Supplier is deemed to have any ownership interest in the Work Product, Supplier hereby agrees to assign and assigns to Brilliant all right, title and interest in and to any Work Product created or supplied by Supplier to Brilliant. Upon Brilliant's request and at Brilliant's expense, Supplier shall execute in a timely manner all papers that may be necessary to evidence Brilliant's ownership of these rights.
- 19. FORCE MAJEURE** - Neither party shall be held responsible for any delay or failure to perform under this Purchase Order to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirements, civil or military authority, terrorism, act of God, or similar causes beyond either party's control.
- 20. ASSIGNMENT** - Supplier shall not assign this Purchase Order, in whole or in part, to any other party without the written consent of Brilliant, which will not be unreasonably withheld.
- 21. WAIVER** - Failure of Brilliant 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.
- 22. BRILLIANT EQUIPMENT** - Except as otherwise specified by Brilliant 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 Brilliant or furnished to Supplier (without cost to Supplier) shall be: (i) the property of Brilliant, subject to removal by Brilliant at any time and without cost; (ii) used only in fulfilling Purchase Orders placed by Brilliant; (iii) kept separate from all of Supplier's other materials



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or tools; (iv) clearly identified as the property of Brilliant; and (v) maintained and/or calibrated by Supplier to ensure continued operability. Supplier assumes all liability for loss of or damage to Brilliant's property, save normal wear and tear. Supplier shall: (i) maintain full insurance coverage against loss of or damage to Brilliant's property; (ii) supply Brilliant with a detailed statement of such property upon Brilliant's request; and (iii) not remove, dispose of, or pledge as security any of Brilliant's property without Brilliant's prior written consent.

23. **DUTY DRAWBACK** - If this Contract is subject to duty drawback, then at Brilliant's request Supplier shall provide all information necessary to support U.S. Customs requirements for duty drawback.
24. **ADVERTISING** - Supplier shall not disclose the existence of the Purchase Order publicly for the purpose of advertising unless otherwise agreed in writing by Brilliant.
25. **GOVERNING LAW AND VENUE** - This Purchase Order shall be governed by, interpreted and enforced in accordance with the laws of the State of California without regard to conflict of laws rules that would cause the laws of any other jurisdiction to apply. Both parties expressly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this Purchase Order (including any attachments) or any part hereof. Both parties further agree to the exclusive jurisdiction of the courts of the State of California with respect to any legal proceeding arising in connection herewith.
26. **SEVERABILITY** - If any provision of this Purchase Order shall be held by any court of competent jurisdiction to be invalid or unenforceable, the remainder of the terms of this Purchase Order shall be held in full force and shall be interpreted as if the invalidated portions were never contained herein.
27. **SURVIVAL** - The provisions of this Purchase Order by their sense and context are intended to survive the performance hereof shall so survive the completion or cancellation of this Purchase Order.
28. **RIGHT OF ENTRY/RECORD RETENTION** - Brilliant's customers and regulatory authorities reserve the right to perform audits and/or inspections at the Supplier and/or subcontractor's facilities. These audits and/or inspections are performed to determine if the Goods procured conform to Purchase Order requirements and may include supplier material, records, process and routing sheets, manufacturing, test and inspection facilities. Records will be retained as directed by government and/or regulatory agencies. The minimum record retention period is seven (7) years.
29. **BUSINESS ETHICS AND COMPLIANCE** - Brilliant 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) (formerly known as the Electronic Industry Citizenship Coalition ("EICC") Code of Conduct located at <http://www.responsiblebusiness.org/media/docs/RBACodeofConduct6.pdf> and, upon request, shall complete and sign Brilliant's Declaration on Business Ethics and Compliance. In the event that Supplier has cause to believe that Brilliant or any employee or agent of Brilliant has acted improperly or unethically under this Contract, Supplier is encouraged to report such conduct to Brilliant at ethics@brilliant.tech.
30. **ENTIRE AGREEMENT** - The terms and conditions above, together with any attached drawings and specifications, Goods descriptions, delivery schedules, pricing and additional or special terms on the face hereof, constitute the entire agreement between Brilliant and Supplier and are binding on both parties unless modified in writing by mutual agreement. In the event of any written agreement between Brilliant and Supplier relating to the subject matter of this Purchase Order, the terms of such written agreement shall supersede any contravening or inconsistent terms of this Purchase Order.