



PURCHASE ORDER ACKNOWLEDGEMENT AND TERMS AND CONDITIONS OF SALE

This purchase order acknowledgement ("Acknowledgement") confirms Buyer's purchase order ("Order") identified below. All sales to Buyer are subject to the terms and conditions set forth in this Acknowledgement, and the Flex company listed on the Order, and its affiliates ("Flex") specifically object to and reject any different or additional terms or conditions contained in the Order or any other document submitted by Buyer, even if such Order or other document has been signed on Flex's behalf. Flex's acceptance of the Order is expressly conditioned on Buyer's assent to these terms and conditions.

Buyer Name _____ ("Buyer")

Buyer Order No: _____

Date of Acknowledgement: _____

Payment Terms: **Net 30**

Shipping Address: *As Specified In Order*

Total Price: _____

1. This Acknowledgement constitutes the parties' entire agreement regarding its subject matter, superseding any oral or written communications unless such terms are expressly incorporated. No waiver of any of these terms and conditions shall be effective unless made in writing and signed by an authorized Flex representative. Terms or conditions in an Order or other Buyer document which in any manner purport to alter, modify, change, suspend or add to any term or condition in this Acknowledgement shall be deemed excluded from such Order and waived by Buyer. Flex hereby objects to any different or additional terms contained in any Order or other Buyer document.

2. If Buyer cancels all or any portion of product quantity of an accepted purchase order then Buyer shall purchase finished product, partially completed product, and any materials procured by Flex to support the original delivery schedule. For any accepted purchase order, Buyer may request a single reschedule of the expected delivery date not to exceed ten (10) business days.

3. This Acknowledgement authorizes Flex, in accordance with its standard purchasing practices, to acquire materials, parts, components and other items (collectively, "Material") reasonably necessary to fulfill the Order. Buyer shall pay Flex for Materials acquired and on hand at the conclusion of performance or the termination or cancellation of this agreement, whichever occurs first, together with applicable Taxes and Flex's standard material handling charge.

4. Buyer agrees that the quoted price for the product shall be adjusted for additional fees and costs due to: (i) changes to the product specifications, to the projected volumes, minimum run rates, inventory turns, or to any assumptions set forth in Flex's quotation; (ii) a government mandated wage increase or other requirement; (iii) materials cost changes beyond normal variations as demonstrated by Flex; and (iv) expediting charges reasonably necessary because of a change in Customer's requirements.

5. All sums are payable in U.S. currency within 30 days after invoicing by Flex, and are exclusive of all taxes, duties, charges and assessments (other than taxes based on Flex's net income) applicable to this Order ("Taxes"). Buyer agrees to pay all applicable Taxes and reimburse Flex for any Taxes Flex is required to pay or collect with respect to the Order.

6. If Buyer fails to pay amounts due in accordance with the foregoing, Buyer shall pay 1.5% monthly interest on all late payments. Furthermore, if Buyer is late with payments or Flex has reasonable cause to believe Buyer may not be able to pay, then Flex may with written notice, in Flex's sole discretion, undertake any or any combination of the following: (i) stop all shipments under this Acknowledgement until assurances of payment satisfactory to Flex are received or payment is received; (ii) demand prepayment for purchase orders; and (iii) delay shipments. Buyer shall provide all necessary financial information required by Flex in order to make a proper assessment of the creditworthiness of Buyer.

7. Products will be packaged and packed for shipment in accordance with Flex's standard commercial practices. All deliveries are EXW Flex's facility (Incoterms 2020). Title to products (except title to non-Buyer software and documentation delivered with products) and all risk of loss shall pass to Buyer upon delivery, and Buyer claims for damage occurring in transit shall be made directly with the carrier. Buyer will comply with the provisions of the United States Government's Export Administration regulations.

8. Flex will use commercially reasonable efforts to honor any Buyer-requested ship dates but shall not be liable for delays due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of Buyer, strikes, epidemics, pandemics, government orders, inability to obtain materials or parts, transportation delays, accidents or any contingency the non-occurrence of which was a basic assumption on which Flex agreed to perform. Buyer's acceptance of products upon delivery shall constitute Buyer's waiver of any claim for damages on account of delays in delivery or performance.

9. Flex warrants that for one year after manufacture (the "Warranty Period"), (i) the product will conform, in material respects, to the product specifications provided by Buyer and in Flex's possession and applicable to the product at the time of its manufacture, and (ii) the product will be free from defects in workmanship. For a claim to be effective, Buyer must give Flex notice of any breach of this provision within the Warranty Period. Flex's sole liability, and Buyer's exclusive remedy, shall be the repair or replacement of the non-conforming item or the refund of its purchase price, in Flex's sole discretion. This limited warranty only applies to products manufactured in the course of full-scale production that have been subject to all applicable testing and quality standards ("Production Units"). **ALL UNITS OTHER THAN PRODUCTION UNITS, AND ALL MATERIALS PURCHASED UNDER THE ORDER, ARE PROVIDED ON AN "AS-IS" BASIS WITH NO WARRANTY WHATSOEVER. FLEX MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY**

EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

10. FLEX'S LIABILITY TO BUYER UNDER ANY LIABILITY THEORY WHATSOEVER SHALL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT EXCEEDING THE LESSER OF \$100,000 U.S. OR THE TOTAL PRICE PAID TO FLEX FOR THE PARTICULAR PRODUCT(S) GIVING RISE TO BUYER'S CLAIM. EXCEPT FOR A PARTY'S BREACH OF AN INDEMNITY OBLIGATION HEREUNDER, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR COVER, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FLEX IS PERFORMING WORK PER SPECIFICATIONS PROVIDED BY BUYER AND SHALL NOT BE LIABLE FOR DESIGN DEFECT OR SAFETY OR REGULATORY COMPLIANCE OF THE PRODUCT(S), INCLUDING BUT NOT LIMITED TO ENSURING THAT THE PRODUCTS MEET APPLICABLE GOVERNMENT REGULATIONS AND/OR STANDARDS.

11. Flex shall have the right set off any monies it owes Buyer against any amounts that Buyer may owe to Flex.

12. Neither party shall disclose, without the prior written consent of the other or unless required by legally constituted authority (and only then upon notice to the originating party sufficient to permit the party to oppose disclosure), any technical or business information of a confidential or proprietary nature ("Confidential Information") coming into the possession of the receiving party in the course of performance and connected with the business of the originating party. This provision shall not apply to any information that is or becomes publicly available without a breach of this provision or is disclosed to a third party without similar restriction on the third party's rights or is already known in the relevant industry.

13. This Acknowledgement shall remain in effect from the Acknowledgement date above until the completion of performance, unless sooner terminated as provided in this section. Either party may terminate this agreement immediately if the other party fails to perform a material obligation that remains unremedied 30 days following written notice of the failure. However, no such written notice is necessary if Buyer fails to make payments to Flex when they are due, and the period to remedy any such nonpayment shall be 15 days after the payment due date. A party's insolvency; or its filing, or being the subject of, a petition in bankruptcy; or its making an assignment for the benefit of its creditors; will be deemed a material breach that cannot be cured, entitling the other party to terminate this Acknowledgement with immediate effect upon notice to the party. The right to terminate is in addition to any other remedies available to the non-breaching party. The obligations to make payment, protect Confidential Information and to indemnify the other party pursuant to this Acknowledgement shall survive the termination or cancellation of this Acknowledgement.

14. Buyer represents and warrants that (i) it has the right to make available to Flex all data, specifications, designs, and information it provides hereunder (the "Buyer Furnished Information" or "BFI"), and (ii) the BFI is suitable for manufacturing the products and/or performing the services hereunder. If Flex gives Buyer timely written notice of any claim, suit or action, (a) authorizes Buyer to defend or settle the claim, suit or action, as Buyer sees fit, and (b) reasonably cooperates with Buyer's defense or settlement, at Buyer's request and expense using attorneys reasonably acceptable to Flex, Buyer will defend, indemnify and hold Flex harmless from all claims, actions, liabilities, judgments, awards, expenses (including reasonable attorneys' fees) and awarded damages assessed against Flex or agreed to be paid by Flex in a settlement that arise from a claim against Flex that (1) the product, or the BFI or the software supplied to Flex by or on Buyer's behalf for use with or incorporation into the product, directly or indirectly infringes any third party's intellectual property rights; or (2) product design flaws resulted in property damage, death or personal injury.

15. This Acknowledgement shall be governed by the laws of the State of California, without reference to its conflicts of laws principles. All disputes, differences, controversies and claims arising out of or relating to this Acknowledgement or any other aspect of the relationship between Flex and Buyer ("Disputes") shall be resolved in Santa Clara County, California, by binding arbitration under the rules and procedures of JAMS. The Federal Arbitration Act shall govern the arbitrability of all Disputes. **THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY.** The UN Convention on the International Sale of Goods shall not apply to this Acknowledgement or to any dispute arising in connection with it.

16. Buyer may not assign any of its rights or delegate any of its obligations hereunder without Flex's prior written consent, and any purported assignment or delegation without such consent shall be void.