

Standard terms and conditions of purchase

1.0 ACCEPTANCE OF ORDER

This purchase order ("Order") is effective when Supplier accepts this Order either upon (a) Supplier acknowledging the Order, (b) the 5th day after Supplier's receipt of the Order if Supplier does not expressly reject the Order, or (c) Supplier's beginning performance under the Order. This Order may be revoked at any time prior to Flex's receipt of written acceptance by Supplier. Flex expressly limits acceptance of this Order to the terms contained herein and Flex hereby rejects any different or additional terms contained in any prior written or oral communication or Supplier's response to this Order. To the extent that this Order might be treated as an acceptance of Supplier's prior offer, such acceptance is expressly made on condition of assent by Supplier to the terms hereof, and the shipment of the products covered by this Order ("Goods"), or work performed by Supplier ("Services") shall constitute such assent. In addition to the other terms in this Order, this Order expressly includes all implied warranties and all of Flex's remedies set forth at law and in equity. Except where Flex and Supplier have agreed in writing otherwise, the terms of this Order are the sole and exclusive terms on which Flex agrees to be bound. Additionally, Supplier shall comply with and be bound by (a) all the terms and conditions that Flex is required to pass-through to its Supplier(s) pursuant to agreements with its customers and (b) any service level agreements related to this Order.

2.0 DELIVERY

Time is of the essence in this Order. Flex may charge Supplier for any loss or damage sustained as a result of Supplier's failure to deliver Goods or Services in accordance with the Order. Delivery of the Goods and performance of any Services shall be made pursuant to the lead times indicated in this Order, or according to the lead times negotiated between Flex and Supplier in writing, via the carrier if applicable, and to the place specified on the face hereof or any SOW governed by this PO unless changed by written instructions from Flex prior to shipment or performance. Supplier shall promptly inform Flex of any anticipated delay in shipment or performance. Flex reserves the right to return and collect shipping charges for all Goods received more than three (3) business days in advance of the specified delivery date or after the specified delivery date. If this Order calls for delivery in installments and Supplier fails to deliver an installment on the designated delivery date, Flex may decline to accept subsequent installments and terminate the balance of this Order.

3.0 SHIPPING INSTRUCTIONS

Unless otherwise specified on the face hereof, all Goods shall be packaged by Supplier in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening, and all boxes and packages must contain packing sheets listing contents. Flex's purchase order number, as well as Flex's part number(s), must appear on all shipping containers, packing sheets, delivery tickets, and bills of lading. All Goods shall be shipped on carriers certified compliant with Customs-Trade Partnership Against Terrorism ("C-TPAT").

4.0 TITLE AND RISK OF LOSS

Unless otherwise specified on this Order, Supplier shall deliver Goods DDP Flex's location designated on the face hereof (Incoterms 2020), at which time title and risk of loss on the Goods shall pass to Flex. If any of the ordered Goods are destroyed or materially damaged prior to the time risk of loss passes to Flex, Flex may cancel this Order as to those Goods and require Supplier to promptly deliver substitute equivalent Goods.

5.0 PRICE AND PAYMENT

The price to be paid by Flex for the Goods shall be that stated on the face hereof which is firm and may not be changed. Flex shall pay Supplier according to the end of month accumulation plus 90 days, payment on the next first Thursday (according to Flex payment calendar) unless otherwise specified on the face hereof. Seller shall submit invoices by either Electronic Data Interchange or Vendor Portal. Requirements can be found on the following website: <https://flex.com/supply-chain/supplier-information/supplier-information-e-commerce>. Seller invoices must list only one Flex item number and one Flex purchase order number, unless the invoices are for maintenance, repair and operations items or bin stocking programs. Unless otherwise specified on the face hereof, the price of the Goods includes all shipping charges, taxes, VAT, duties, tariff, and packaging. Personal property taxes assessable upon the Goods prior to the receipt by Flex shall be borne by Seller. Supplier shall provide detailed information about the price of Goods including the details of shipping charges, taxes, VAT, duties, tariffs, and packaging included therein.

6.0 INSPECTION

Flex shall have thirty (30) days from the date of receipt of the Goods for inspection and acceptance testing. Without prejudice to any other rights Flex may have, any Goods not rejected during that initial thirty (30) days' period shall be deemed accepted. Payment for Goods and/or Services and/or Flex's failure to inspect the Goods and/or Services does not constitute: (a) acceptance of any defective or non-conforming Goods; or (b) a waiver of Flex's rights or remedies for defective Goods or nonconformity with the requirements of the Order.

7.0 WARRANTIES

Supplier warrants to Flex and its customers that (a) it shall perform all Services hereunder in a competent and professional manner in accordance with the terms of this Order, industry accepted standards and all applicable laws and share an on-going tracker with updated status of its compliance with all relevant industry certifications and licenses on a quarterly basis or otherwise agreed between the parties; (b) the Goods are free of liens, new and unused, perform in accordance with all applicable specifications, including Supplier's or OEM published specifications; (c) the Goods are free from defects in materials, workmanship, and design for a period of two (2) years from Flex's receipt of such Goods; (d) the Goods are not counterfeit and do not contain any unlawful or unauthorized reproduction, substitution, or alteration of items that have been mismarked, misidentified, or otherwise misrepresented to be authorized; and (e) the Goods and/or the components of the Goods have not been produced or procured, either by the Supplier, its affiliates, Supplier's vendors, subcontractors, agents and any other third party at any level (i) using any form of convict, indentured, or forced labor, and do not contain any inputs produced with such labor; or (ii) from a supplier listed on the [US Homeland Security UFLPA Restricted Entity List](#). Supplier represents and warrants that Goods supplied to Flex do not contain any inputs that could trigger any import restrictions or sanctions derived from violations to human rights or environmental laws. Supplier shall, and shall ensure that its subcontractors, vendors, agents or any third parties comply with Flex's Supplier Code of Conduct which can be found at [Supplier Code of Conduct](#). Further, Supplier warrants that it shall take reasonable steps in ensuring that

its suppliers, vendors, agents or any third parties comply with Flex's Supplier Code of Conduct and the RBA's Code of Conduct (further defined in Section 19 of this Order). Supplier acknowledges and agrees that Flex shall have the right to share any Supplier related Environmental, Social and Governance ("ESG") information (including, but not limited to, Supplier ESG scores, audit results, survey results, denomination, name, or location) provided by Supplier with Flex's customers, consultants or any other third party which has a need to know. In the event of a Sustainability Incident, Supplier shall immediately (but in any case, not later than in 24 hours) notify Flex in accordance with all applicable laws. "Sustainability Incident" shall mean Customs and Border Protection ("CBP") detention, human trafficking issues or any matter that may undermine Flex or its customers' reputation or trigger any compliance issues. Supplier further warrants it has the capability, experience, registrations, licenses, permits, and governmental approvals required to sell the Goods and perform the Services. Supplier will perform the Services in a timely, efficient, professional, and workmanlike manner in accordance with the applicable Order and to Flex's satisfaction. Services include all incidental services and tasks necessary to perform the Order and provide acceptable Services. All Services shall be deemed "works made for hire". To the extent any of the Services are not deemed "works made for hire" by operation of law, Supplier hereby irrevocably assigns, transfers and conveys to Flex without further consideration all of its right, title and interest in such Services, including any related or accompanying documentation and any software or other goods necessary for the provisions of the Services, and all rights of patent, copyright, trade secret or other proprietary rights in such materials. Supplier acknowledges that Flex shall have the right to obtain and hold in their own name the intellectual property rights in and to such Services and software. Without limiting Flex's right to pursue any applicable remedies, Goods not meeting this warranty may in particular be returned to Supplier for credit or replacement at Supplier's expense, and at Flex's option, and Services not meeting this warranty shall be re-performed or fees reimbursed, at Flex's option. Excessive Failure: Should Goods shipped in any ninety (90) days period to Flex or should all Goods cumulatively received by Flex experience a failure rate of the lesser of any defective-part-per-million specified in the Order or more than zero point three per cent (0.3% = 3000 DPPM's) from the same defect or more than zero point five percent (0.5% = 5000 DPPM's) from cumulative defects, Supplier shall prepare a plan for diagnosing and addressing the problem and will be responsible for all costs incurred by Flex and its customers in rectifying such failures, including, without limitation, for engineering changes, testing and field-recovery costs, as well as for all damages.

8.0 ITEMS FURNISHED BY FLEX

Unless otherwise specified by Flex in writing, all designs, tools, patterns, drawings, data, materials, and equipment supplied to Supplier or paid for by Flex shall remain the property of Flex, shall be used only for making the Goods or performing the Services for Flex, shall be insured by Supplier at replacement value and shall be returned to Flex in good condition upon completion of this Order. Supplier assumes all responsibility for the accuracy of tooling used in the production of the Goods or performance of Services, whether such tooling is fabricated by Supplier or furnished by Flex.

9.0 INDEMNITY

Supplier agrees to indemnify, defend and hold Flex and its customers harmless from and against any and all claims, actions, losses, expenses, damages, penalties, fines, liabilities and settlements arising from any actual, alleged or threatened third-party claims relating to (a) any infringement, counterfeit, misappropriation or violation on the part of Supplier's Goods or Services of any third party's patent, copyright, trade secret, mask work, trademark, trademark rights or any other intellectual property right, (b) personal injury or property damage caused by the Goods or Services, (c) defects in the Goods or Services which amount to a breach of Supplier's warranties in Section 7 or 18; (d) breach of Section 19, or (e) as a result of any negligent or reckless act or willful misconduct of the Supplier; (f) any claim by or on behalf of Supplier's subcontractors, third party suppliers, employees, or agents; (g) any other claims or liabilities arising from this Order REGARDLESS OF FAULT OR CAUSE excluding claims and liabilities to the extent they are attributable to the gross negligence of Flex.

9.1. INDEMNIFICATION DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THE INDEMNIFICATION PROVISIONS IN THIS SECTION SHALL BE ENFORCEABLE REGARDLESS OF WHETHER THE LIABILITY IS BASED ON PAST, PRESENT OR FUTURE ACTS, CLAIMS OR LEGAL REQUIREMENTS (INCLUDING ANY PAST, PRESENT OR FUTURE BULK SALES LAW, ENVIRONMENTAL LAW, FRAUDULENT TRANSFER ACT, OCCUPATIONAL SAFETY AND HEALTH LAW, OR PRODUCTS LIABILITY, SECURITIES OR OTHER LEGAL REQUIREMENT), AND REGARDLESS OF WHETHER ANY PARTY (INCLUDING THE PARTY FROM WHOM INDEMNIFICATION IS SOUGHT) ALLEGES OR PROVES THE SOLE, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OR OTHER FAULT IN ANY FORM OF THE PARTY SEEKING INDEMNIFICATION, OR THE SOLE OR CONCURRENT STRICT LIABILITY IMPOSED ON THE PARTY SEEKING INDEMNIFICATION.

10.0 CHANGES

Flex may, by purchase order amendment issued to Supplier, change (a) the method of shipment or packing, (b) the drawings, designs, or specifications, (c) the place of delivery, or (d) the quantity of Goods or the scope of Services ordered or (e) the shipment date. Supplier shall promptly inform Flex of any modifications to the delivery schedule necessitated by the changes. If any Goods are designated non-cancelable/non-returnable ("NCNR"), Flex may intermittently reschedule the delivery of any NCNR Goods at any time and Flex shall not have any liability for any costs associated with such rescheduling. Within three (3) days from receipt of a purchase order amendment, Supplier shall notify Flex in writing of any increase or decrease in the cost of performance caused by a purchase order amendment and provide supporting documentation. Flex shall make an equitable adjustment in the Order to reflect valid cost variances due to the changes requested by Flex. Supplier shall advise Flex in writing of any foreseeable part shortages and shall advise Flex not less than one (1) year in advance of any changes that might affect Supplier's ability to accept Flex's purchase orders. This Order is subject to market conditions and demand changes from Flex's customers. Flex does not warrant any volume or length of business to the Supplier under the Order. Flex reserves the right to change the Order as per market conditions and demand changes.

11.0 TERMINATION AND REMEDIES

Flex may terminate this Order in whole or in part at any time by written notice to Supplier, even Orders in which Goods are designated as NCNR. Supplier will thereupon immediately (a) stop work on the cancelled Goods or Services; (b) notify its subcontractors to do likewise; (c) cancel orders for components for the cancelled Goods or Services; (d) return unneeded components for cancelled Goods to their suppliers or divert such components to jobs for other customers; and (e) otherwise mitigate all non-returnable, unneeded components for cancelled Goods or Services. Supplier shall not be entitled to compensation for cancelled Goods. Except for termination due to default or delay of Supplier, Supplier shall be entitled to commercially reasonable compensation for NCNR Goods on hand at the termination date as follows: Flex will purchase (a) finished Goods at the Order price, (b) work-in-process Goods at a reasonable pro-rata percentage of the finished Goods Order price and (c) custom components for the cancelled Goods, which Supplier properly ordered and was not able to cancel, return, or otherwise mitigate using diligent efforts within ninety (90) days after cancellation, at Supplier's cost for such custom components. The total compensation paid by Flex for such cancellation shall not exceed the price on the Order for the cancelled Goods. In the event that Flex breaches its obligations under this Order and fails to cure within a commercially reasonable time after receiving written notice of such default, Supplier's sole and exclusive remedy shall be to receive direct damages for the Goods in question as if such Goods were cancelled, computed in the manner set forth in the fourth sentence of this section. Supplier shall not cancel, terminate, or otherwise decommit to an accepted Order. NOTWITHSTANDING ANYTHING TO THE CONTRARY MENTIONED ABOVE, IN NO EVENT SHALL FLEX BE LIABLE TO THE SUPPLIER FOR ANY DAMAGES WHATSOEVER RESULTING FROM LACK OF OR REDUCTION OF VOLUMES, TERMINATION, TRANSFER OR LENGTH OF BUSINESS DUE TO CHANGE IN MARKET CONDITIONS OR DEMAND CHANGES BY FLEX'S CUSTOMER(S) IRRESPECTIVE OF WHETHER THE ORDER IS DESIGNATED AS NCNR.

12.0 ALLOCATION

Supplier shall allocate raw material and manufacturing capacity in order to meet Flex's purchase orders for the Goods. In the event of any shortage of Goods or raw materials necessitating an allocation of Goods by Supplier, whether due to a force majeure event or otherwise, Supplier shall unconditionally provide Flex with first priority status for allocation of Goods, raw materials and manufacturing capacity compared to all other customers.

13.0 SUPPLIER MANAGED INVENTORY

At Flex's request, the Supplier shall implement a Supplier-Managed Inventory (SMI) program to have Goods delivered to the Flex facility in a just-in-time manner from a localized SMI buffer inventory, either owned and managed by the Supplier or facilitated through a designated SMI service provider acting on behalf of the Supplier. The inventory levels within the buffer inventory shall be committed to Flex and maintained at a target minimum level based on Flex's forecast report. The details of the SMI program shall be regulated by a separate SMI Agreement between Flex and the Supplier.

14.0 LIABILITY

In no event shall Flex be liable to the Supplier for any consequential, indirect, exemplary, special, punitive, or incidental damages, including any lost data and lost profits, whether in contract or tort or otherwise, arising from or relating to this Order or for Flex's breach of the terms and conditions of this Order, or for any other act or omission occurring as a result of Flex's breach of its performance obligations under this Order.

15.0 WAIVER

No claim or right arising out of the breach of this Order by Supplier can be discharged by a waiver by Flex unless the waiver is supported by consideration and is in writing signed by Flex.

16.0 ASSIGNMENT

Supplier shall not assign its rights or obligations under this Order without the advance written consent of Flex. Flex may assign its rights, title, benefit, and interest under this Order to a subsidiary, affiliate, or to any third party.

17.0 CONFIDENTIALITY

Neither party shall, without first obtaining the other's written permission, advertise, publish, or disclose the terms, details, pricing or specifications of this Order, the amount of revenue generated or to be generated from this Order, nor will either party communicate the fact that Supplier has furnished or has contracted to furnish Flex with the Goods or Services. Both parties agree to maintain in confidence those materials and information either has designated as being confidential or proprietary information.

18.0 QUALITY REQUIREMENTS

Supplier warrants to Flex and its customers that it shall comply, and shall cause all Goods and Services to comply, with all applicable quality requirements set forth at <https://flex.com/supply-chain/supplier-information/supplier-information-supplier-quality>, which are incorporated into this Order. Supplier warrants that all Goods delivered to Flex for use in Aerospace applications ("Aerospace Goods") shall comply with Flex's Special Requirements - Aerospace set forth at <https://flex.com/downloads/supplier-quality-requirements-aerospace-and-defense>, which are incorporated into this Order. Supplier agrees to notify Flex in advance and in writing regarding any changes made to the Aerospace Goods and/or their manufacturing process, any changes of suppliers for raw materials used in the Aerospace Goods, changes of manufacturing facility location and where required, Supplier shall obtain Flex's prior written approval.

19.0 COMPLIANCE WITH LAWS

Supplier shall comply with all applicable laws concerning the materials, content, components, and the manufacture and distribution of Goods and performance of Services, and shall ensure that its activities in performance of this Order or in connection with this Order shall not cause Flex to be in violation of any laws, including without limitation, applicable laws and regulations concerning importing, exporting or transferring (including in-country transferring) Goods or Services such as the US Export Administration Regulations, the European Union Dual Use Regulation, the US International Traffic in Arms Regulations, the US Office of Foreign Assets Control ("OFAC") regulations, EU Restrictive Measures, and similar legal requirements of other countries and regions; human rights, anti-slavery and due diligence laws and regulations including but not limited to the US Uyghur Forced Labor Prevention Act ("UFLPA"); packaging regulations including the ISPM 15 "Requirements of Wood Packaging Materials", social responsibility and code of conduct requirements (including, upon request, submission of compliance proof to the RBA requirement through either submission of a self-assessment questionnaire administered by either a third party affiliated with the RBA organization or Flex); and any applicable supply chain security guidelines of the countries in which Flex conducts business. **UFLPA Responsibilities:** For Goods that may be imported into the United States of America (USA), Supplier shall comply with the requirements of the UFLPA (found at [Uyghur Forced Labor Prevention Act](#)) and with any related laws and regulations including any amendments thereto. Further, Supplier warrants to fully cooperate with and provide any evidence and documentation as required from time to time by Flex or any USA government agency. Flex shall be entitled to withhold payments to Supplier for all Goods that are denied entry into the USA without any penalty, liability, or breach of this Order. Unless specifically informed otherwise by written notice from Flex, Supplier must assume that all Goods provided to Flex may be imported into the USA. **US Government Contracting:** Where the Goods or Services being procured from Supplier are in support of a US government contract or Flex's customer, the supplemental terms and condition at <https://flex.com/supply-chain/supplier-information> shall apply to this Order. **Sustainability/ESG:** Supplier agrees to comply with the Responsible Business Alliance Code of Conduct ("RBA") found at <http://www.responsiblebusiness.org> and all local, national, and international laws relating to sustainability. Supplier shall take reasonable steps to comply with Flex sustainability requirements to (a) reduce air pollution, energy, and water consumption, (b) avoid the generation of waste, including wastewater by creating value-adding cycles, and (c) reduce greenhouse gases. Upon Flex's request, Supplier shall provide data related to its CO2 footprint (scope 1-3) for the Goods, manufacturing processes, and Services provided to Flex. The recording, calculation, evaluation, and communication of the CO2 footprint data shall be made in accordance with the valid standards of the Greenhouse Gas Protocol ("GHG"). The Supplier shall comply with Flex's sustainability requirements by reducing air pollution, energy, and water use, minimizing waste, and lowering greenhouse gases. Upon request, Supplier must provide data on CO2 emissions (scope 1-3) related to the Goods, manufacturing processes, and Services. Additionally, if an ESG or Sustainability Incident occurs (e.g., CBP detention, human trafficking), the Supplier must notify Flex within 24 hours and provide a remediation plan. Supplier must also ensure that its suppliers and agents comply with these obligations and provide necessary documentation to Flex and/or Flex's customers. For ESG reporting purposes (including but not limited to reporting in accordance with the Corporate Sustainability Reporting Directive in the European Union), Supplier shall provide all necessary information and documentation and

shall be responsible for the accuracy and completeness of all such information.

Anti-Terrorism Security Measures: Supplier warrants it is in compliance with and will cause each of its subcontractors and suppliers to comply with (i) all applicable laws relating to anti-terrorism security measures and (ii) all Supply Chain Security guidelines as defined by the importing country, including but not limited to, C-TPAT as published by the USA, the Secure Trade Program ("STP") as published by Singapore, the Malaysia Strategic Trade Act 2010 (STA) and the Authorized Economic Operator (AEO) as published by the European Union. Supplier warrants that all eligible locations shipping to Flex are registered to all applicable Known Shipper programs. **Anti-Corruption Measures:** Supplier warrants that (a) Supplier shall be responsible to comply with all local and international anti-corruption legislation and guidelines, (b) in supplying any Goods and performing any work under this Order, Supplier, its affiliates and agents have not and will not pay, offer or promise to pay, or authorize the payment, directly or indirectly, of any money or anything of value to any government official, government employee, political party or candidate for political office for the purpose of influencing any act or decision of such person or of the government to obtain or retain business, or direct business to any person or business. Supplier further warrants it, its affiliates and its agents have not and will not pay, offer, or promise to pay, or authorize the payment directly or indirectly, of any money or anything of value to any employee of Flex to obtain or retain business. Supplier agrees to report any suspected violation of the RBA Code of Conduct to Flex at <https://secure.ethicspoint.com/domain/media/en/gui/17667/index.html>. Supplier shall comply with Flex's [Supplier Code of Conduct](#), policies, procedures and requirements. **Information Security Measure:** Supplier shall comply with Flex's Information Security Guidelines for Suppliers. **Conflict Minerals:** Supplier shall comply with all conflict mineral directives including but not limiting to the Dodd-Frank Act (Section 1502), the EU Conflict Minerals Regulation (2017/821) and all other related national and international guidelines. Supplier shall conduct conflict mineral due diligence as per Organization for Economic Cooperation and Development ("OECD") guidelines and shall maintain regular reports which shall be shared with Flex when requested. Further, Supplier shall complete the Reasonable Country of Origin Inquiry ("RCOI") of conflict minerals. Supplier shall meet the requirements of Flex's Conflict Minerals Policy. **Export Control:** The Supplier acknowledges that the Goods may be subject to U.S. Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), OFAC sanctions, and other global trade controls. The Supplier agrees to comply with these laws and certifies it has effective compliance processes. Supplier warrants that it will not provide Goods from (i) any party on restricted government lists such as the U.S. Specially Designated Nationals List or similar EU lists; and (ii) any country or territory under embargo or sanctions, including Crimea, Cuba, Iran, North Korea, and Syria, restricted parties or embargoed regions and Supplier shall ensure that no forced labor was used in the production of the Goods. For U.S. imports, Supplier warrants it will not import any Goods that could trigger U.S. import restrictions under Section 307 of the Tariff Act of 1930 (19 U.S.C. §1307) and similar laws. For ITAR-controlled or military Goods, the Supplier must comply with regulations and clearly declare this on relevant documents. For ITAR-controlled or military Goods, the Supplier shall comply with all relevant regulations and clearly declare these controls on all bids, quotations, invoices, and shipping documents. Additionally, Flex at its discretion, may withhold payments to Supplier for all Goods that are denied entry into the relevant import country until entry into such country is allowed, without penalty or liability. Supplier shall cause its affiliates, directors, employees, personnel, contractors, agents, and authorized representatives to comply with the requirements set out in this Section 19.

20.0 CYBER SECURITY INCIDENT RESPONSE AND NOTIFICATION

Supplier shall immediately (but in any case, not later than in 24 hours) notify Flex, after it identifies the occurrence of a Cyber Security Event which could reasonably impact Flex or its customers' information technology systems. Notification shall include a summary of the event and relevant technical information and shall be sent to CIRT@flex.com. After notification, Supplier will immediately (but in any case, no later than in 24 hours) provide steps and remediation activities. Additionally, Supplier will update Flex at regular intervals, and will provide any other information related to such incident reasonably requested by Flex until such incident is resolved. "Cyber Security Event" shall mean any Supplier or Supplier third-party event or incident that is likely or reasonably expected to impact the confidentiality, integrity, or the availability of Flex or its customers' confidential information, information technology systems, or digital networks. This includes any actual or expected exploitation, intrusion, compromise, malware, ransomware, insider threat, targeted phishing, or other cyber security-relevant event.

21.0 SUPPLIER DIVERSITY.

Flex values diversity among its supply base and strives to involve more minority-owned, female-owned, or disabled-veteran-owned contractors ("MWBE"). Supplier shall either (a) verify that Supplier is an MWBE supplier or (b) provide reports regarding its United States, Canada and Puerto Rico spend that Supplier pays for goods and/or services that directly or indirectly support Supplier's fulfillment of Goods and/or Services to Flex pursuant to this Order.

22.0 DISPUTE RESOLUTION

Any dispute arising out of or relating to this Order shall be settled by binding arbitration under the applicable rules and procedures of the arbitration bodies listed as follows. This clause shall not preclude parties from seeking provisional remedies from a court of appropriate jurisdiction. For any Flex buying entity incorporated in the Americas, Texas laws apply, excluding those portions relating to conflicts of laws. Disputes will be settled before the American Arbitration Association, with the mandatory site for arbitration in Travis County, Texas. For any Flex buying entity incorporated in China, the laws of the People's Republic of China apply, and disputes will be settled before the China International Economic and Trade Arbitration Commission ("CIETAC"), with the mandatory site for arbitration in Beijing. For any Flex buying entity incorporated in North Asia (excluding China), the laws of the Special Administrative Region of Hong Kong apply, and disputes will be settled before the Hong Kong International Arbitration Centre ("HKIAC"), with the mandatory site for arbitration in Hong Kong. For any Flex buying entity incorporated in South Asia or Southeast Asia, Singapore laws apply, and disputes will be settled before the Singapore International Arbitration Centre ("SIAC"), with the mandatory site for arbitration in Singapore. For any Flex buying entity incorporated in the Europe, Middle East, and Africa (EMEA) regions, the laws of Austria apply, excluding those portions relating to conflicts of laws, and all disputes arising out of or in connection with the Order shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules, with the mandatory site for arbitration in Vienna, Austria. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. To the extent that a court of competent jurisdiction or arbitral panel reasonably determines that a local law must apply (notwithstanding the express choices of law described in this Section 22), the parties agree and acknowledge that the application of such local law shall be limited in scope and narrowly tailored to apply in a limited context, and that thereafter all disputes shall be otherwise governed by this Section 22 as well as by the express arbitration provisions set forth herein. The language of arbitration shall in all cases be English. The parties hereby knowingly and voluntarily, and having had an opportunity to consult with counsel, waive all rights to trial by jury.

23.0 INSURANCE

Supplier shall provide insurance at not less than the following limits: Commercial General Liability (Primary and Umbrella/Excess): \$5,000,000 per occurrence and in the aggregate; Workers' Compensation Insurance in compliance with law; Auto Liability Insurance: \$1,000,000; A Fidelity Bond or policy of Crime Insurance: \$1,000,000 covering loss of Flex or Flex's customer funds, property, or assets, including electronic data and assets, in Supplier's care, custody, or control and caused by a dishonest act on the part of an employee of Supplier; Professional Liability Insurance (Errors & Omissions): \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Supplier shall furnish to Flex copies of the certificates of insurance. Where permitted by law, such policies shall contain waivers of the insurer's right of subrogation against Flex, its subsidiaries, officers, directors, and employees, and shall list Flex as an additional insured.

24.0 AUDIT

During the term of this Order and for a period of three (3) years after termination, Flex may, at its discretion, perform or have performed (whether onsite or offsite or online) an inspection and audit of Supplier's facilities, books, financial records, social responsibility/sustainability records and Supplier's data privacy and information security program (including sustainability and ESG records) to verify Supplier's compliance with the terms of this Order and with Flex's Supplier security requirements. In lieu of Supplier security requirements audit, upon Flex's request, Supplier shall complete, within thirty (30) days of receipt, an audit questionnaire provided by Flex. In case of any discrepancy in audit, Supplier will be obligated to undertake corrective measures mentioned under the audit report or requested by Flex, at its own expense. In case the Supplier fails to implement the corrective measures to Flex's satisfaction then Flex may terminate the Order in whole or in part without any liability with immediate effect or within a reasonable time as determined by Flex.

25.0 INTENDED BENEFICIARIES

Supplier agrees that Flex customers are intended "creditor" beneficiaries of Sections 7, 9, 18, and 19.

26.0 INTERPRETATION

As a result of accepting Flex's Order, Supplier acknowledges that this Order, including the provisions on its face, contains the entire agreement between the parties concerning the purchase and sale of the Goods or provision of Services, unless the parties have otherwise negotiated and executed an overriding agreement, in which case the terms in such agreement shall take precedence. Except to the extent Flex has relied upon statements and writings of Supplier and Supplier's agents in connection with this Order, there are no oral understandings, representations, or agreements relative to this Order which are not fully expressed herein.

Flex (Reg. No. 199002645H) is the manufacturing partner of choice that helps a diverse customer base design and build products that improve the world. Through the collective strength of a global workforce across 30 countries and responsible, sustainable operations, Flex delivers technology innovation, supply chain, and manufacturing solutions to various industries and end markets.

For more information, visit flex.com.

© 2025 FLEX LTD. All rights reserved. Flextronics International, LTD.

flex