

The following terms and conditions shall apply to all quotations made and orders accepted by Molex Group LLC.

1. **DEFINITIONS.** As used herein, “Seller” means Molex Group LLC; “Goods” means the goods, materials, machinery, equipment, and articles made the subject of an order; and “Buyer” means the person ordering Goods from Seller.

2. **ENTIRE AGREEMENT.** THESE TERMS AND CONDITIONS ARE THE ONLY TERMS AND CONDITIONS UPON WHICH SELLER WILL AGREE TO SELL GOODS. NO TERMS AND CONDITIONS IN ANY WAY ALTERING OR MODIFYING ANY PROVISION HEREOF SHALL BE BINDING UPON SELLER UNLESS EMBODIED IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. NOTHING IN SELLER’S COURSE OF DEALING OR CONDUCT SHALL CONSTITUTE A WAIVER OF THESE TERMS AND CONDITIONS. BUYER’S PLACING OF AN ORDER FOR GOODS CONSTITUTES BUYER’S UNQUALIFIED ACCEPTANCE OF THESE TERMS AND WAIVER OF ALL OF BUYER’S PROPOSED TERMS. SELLER SHALL NOT BE DEEMED TO HAVE ACCEPTED ANY DIFFERENT OR ADDITIONAL TERMS BY ITS ACCEPTANCE OR FULFILLMENT OF AN ORDER FROM BUYER. ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY BUYER ARE HEREBY OBJECTED TO AND REJECTED BY SELLER.

3. **ORDERS.** Upon Seller’s acceptance or acknowledgement, Buyer’s order for Goods shall constitute a non-cancellable order for the Goods in the quantities set forth in Seller’s acceptance or acknowledgement. Buyer agrees that Seller may reasonably rely on its order and incur costs and expenses related to the fulfillment of Buyer’s order. Seller shall make reasonable efforts to fulfill Buyer’s order in the quantities requested, but Seller shall not be liable for any failure to do so. If Seller is not reasonably able to fulfill Buyer’s entire order, Seller may modify Buyer’s order to the quantity that Seller is able to fulfill. Seller may cancel or modify any order based on Buyer’s breach, Seller’s insecurity with respect to Buyer’s performance of any obligations, delay in Seller’s procurement of materials, material or labor shortage, strike, act of God, civil unrest, war, excessive inflation, governmental acts, or any other cause beyond Seller’s reasonable control.

4. **PRICE.** The price for Goods shall be established by Seller. Unless otherwise expressly set forth in Seller’s acceptance or acknowledgement, the price shall not include any applicable taxes, fees, or third party charges, all of which shall be Buyer’s responsibility. Seller may unilaterally increase prices to cover increased costs (plus overhead and profit) occasioned by changes requested to the Goods, schedule, or any other performance by Seller. Seller is not obligated to perform any such changes but shall be compensated for them if Seller complies with them. Seller may unilaterally adjust the price to cover Seller’s increased cost of performance due to increases in the costs of materials or transportation, changes in the law, or other conditions beyond Seller’s reasonable control.

5. **PAYMENT.** Buyer shall pay in U.S. dollars all invoices net 30 days after shipment. All amounts not paid to Seller when due shall incur a carrying charge of 1.5% per month to the extent allowed by law and otherwise at the highest written contract rate allowed by law. Seller may elect to deliver Goods in installments, and each such installment shall be considered a separate sale and may be invoiced as such. Buyer waives any right of offset or recoupment and shall pay all amounts owed to Seller when due regardless of any claim of Buyer. Seller may, in its sole discretion, cancel orders or suspend deliveries should reasonable grounds for insecurity arise with respect to Buyer’s performance of its payment or other obligations. At Seller’s sole discretion, all amounts owed by Buyer to Seller shall be accelerated and payable immediately if Buyer fails to make any payment on time or as otherwise required or if Buyer sells or transfers the line of business for which the Goods are purchased or is a participant in a merger or other reorganization.

6. **TITLE.** The title to the Goods shall remain with Seller and Buyer hereby grants a purchase money security interest in the Goods until all payments due to Seller have been made in accordance with these terms and conditions.

7. **DELIVERY.** Seller shall make reasonable efforts to make delivery in accordance with Buyer’s requested dates and instructions, but Seller shall not be liable for any failure to so deliver. Goods shall be delivered F.O.B. Seller’s dock. All risk of loss passes to Buyer upon tender of the Goods to Buyer or a carrier, regardless of whether Seller prepays shipping charges. Seller’s breach shall not affect the passing of risk of loss to Buyer notwithstanding any provision of law to the contrary. Any claim by Buyer for shortages in any delivery must be in writing with satisfactory evidence of same and received by Seller within five (5) days of delivery. Buyer’s failure to provide such notice shall constitute Buyer’s irrevocable acknowledgement of delivery in full. Upon Seller’s verification of any shortage, Seller may, in its discretion, deliver sufficient Goods to complete the order or modify the order and deem it fulfilled.

8. **WARRANTIES AND DISCLAIMERS.** Seller warrants only that the Goods meet Seller’s written specifications at the time of tender of Goods and that Seller will convey good title thereto. This is Seller’s sole warranty, and there shall be no third party beneficiaries to this warranty. SELLER DISCLAIMS ANY AND ALL IMPLIED AND OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND NON-MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL RIGHTS.

9. **INSPECTION AND REJECTION.** Buyer shall, at its own expense, inspect and test the Goods within seven (7) days of delivery. If Buyer rejects the Goods, Buyer must specify in detail all defects and non-conformities in a written notice to Seller provided so that it is received by Seller within 10 days of delivery. Buyer’s failure to so act constitutes (a) Buyer’s acknowledgement that the Goods are of good quality and meet specifications and (b) Buyer’s irrevocable acceptance of the Goods. If Seller instructs Buyer to return all rejected Goods, Buyer’s failure to promptly do so shall constitute Buyer’s irrevocable acceptance of the Goods. No attempted revocation of acceptance by Buyer shall be effective. There shall be no limitation on the period of time in which Seller may cure any defect, non-conformity, or breach, provided Seller continues to make reasonable efforts to cure. In all instances, Buyer’s remedies shall be limited to those provided in these terms and conditions.

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10. **LIMITATION OF LIABILITY.** SELLER SHALL NOT UNDER ANY CIRCUMSTANCE BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION: LOST PROFITS OR REVENUES; INCREASED COSTS; DAMAGE TO EQUIPMENT, TOOLING, PREMISES, OR PRODUCTS; COST OF CAPITAL; COST OF PURCHASED POWER; SUBSTITUTE OR ADDITIONAL EQUIPMENT, FACILITIES, OR SERVICES; AND PRODUCTION INTERRUPTION OR START-UP. Seller’s sole obligation for defective or non-conforming Goods properly rejected in accordance with these terms and conditions shall be to repair or replace with product of like grade and quality at Seller’s plant Goods which Buyer has properly returned to Seller and which Seller has reasonably determined to be defective or non-conforming. In lieu of repair or replacement, Seller may, in its sole discretion, keep the Goods and refund any purchase price already paid for the Goods.

11. BUYER'S REPRESENTATIONS AND INDEMNIFICATION. Buyer represents and warrants (a) that it has used its own independent skill and expertise in connection with the selection of the Goods and that it possesses skill and expertise in the transportation, storage, handling, use, sale, disposal, and other disposition of the Goods; (b) that it will comply with all applicable laws in its transportation, storage, handling, use, sale, disposal, and other disposition of the Goods; (c) that it will follow appropriate and safe procedures in accordance with industry standards in its transportation, storage, handling, use, sale, disposal, and other disposition of the Goods; (d) that it will adequately instruct its employees, independent contractors, agents, and customers of the appropriate and safe procedures in accordance with industry standards in the transportation, storage, handling, use, sale, disposal, and other disposition of the Goods; (e) that it will take necessary actions to avoid spills, misuse, and other dangers to persons, property, and the environment; and (f) that it acknowledges empty containers may contain residues and be hazardous when empty and Buyer will follow appropriate and safe procedures in accordance with industry standards in the cleaning and disposition of any empty containers and residues. Buyer shall defend, hold harmless, and indemnify Seller and its affiliates, parents, subsidiaries, owners, directors, officers, employees, agents, and insurers from and against any and all suits, claims, actions, demands, liabilities, damages, expenses (including reasonable attorneys' fees), costs, and losses, directly or indirectly arising out of or related in any way to Buyer's transportation, storage, handling, use, sale, disposal, and other disposition of the Goods.

12. INTELLECTUAL PROPERTY AND NONDISCLOSURE. In the absence of an express written agreement between Seller and Buyer pertaining to the subject matter of this paragraph, the following provisions shall apply. Buyer's purchase of Goods shall not constitute any transfer to Buyer of any of Seller's intellectual property or rights thereto. Buyer has no interest or rights in Seller's intellectual property. Buyer shall not attempt to reverse engineer any of Seller's Goods. Buyer acknowledges that Seller's specifications, formulations, processes, and other product information constitute Seller's proprietary and confidential business information, and Buyer agrees that it shall not obtain or disclose to any third party such information without Seller's prior written authorization. In the event Buyer is required by law to disclose any of Seller's proprietary and confidential business information, Buyer will exercise its best efforts to protect the confidentiality of same, including, without limitation, promptly notifying Seller of the disclosure obligation in writing before any disclosure is made and complying with Seller's lawful instructions regarding same.

13. RELATIONSHIP OF THE PARTIES. The relationship between the parties is strictly one of seller and buyer. Neither these terms and conditions nor the transactions between Buyer and Seller shall in any way (a) create the relationship of principal and agent, (b) create a fiduciary relationship, or (c) a franchise, partnership, or joint venture.

14. INSURANCE. Buyer shall procure and maintain insurance, including, without limitation, product liability insurance, consistent with the normal business practices of prudent companies similarly situated, at all times during which Buyer purchases, transports, stores, handles, uses, sells, or disposes of the Goods.

15. WAIVER AND SEVERABILITY. Seller's failure to enforce any one or more of the provisions of these terms and conditions shall not be construed as a waiver thereof, nor shall such failure affect the validity of these terms and conditions or Seller's right thereafter to enforce each and every provision of same. If any provision or paragraph contained herein is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable.

16. ASSIGNMENT. No right, interest, or obligation in these terms and conditions may be assigned by Buyer and any attempted assignment of same shall be void and ineffective without the prior written consent of Seller.

17. GOVERNING LAW AND DISPUTE RESOLUTION. These terms and conditions shall be interpreted and governed by the laws of the State of Texas, USA, without regard to any conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods shall not be applicable to any sales hereunder. In the event a dispute arises between Buyer and Seller that directly or indirectly arises from these terms and conditions, prior to demanding mediation or arbitration in accordance with the terms and conditions set forth below, at least one senior-level executive of Buyer with full decision-making authority shall meet with at least one senior-level executive of Seller with full decision-making authority and engage in good-faith negotiations to resolve the dispute ("Executive-Level Meeting"). The Executive-Level Meeting shall be held in person on a mutually-agreeable date at a mutually-agreeable location; however, if Buyer and Seller are unable to agree upon a location, the Executive-Level Meeting shall be held in a conference room at Houston Intercontinental Airport in Houston, Texas. In the event Buyer and Seller are unable to resolve any such dispute at the Executive-Level Meeting, they shall submit such dispute to non-binding mediation in Houston, Texas. In the event Buyer and Seller are unable to resolve any such dispute through non-binding mediation, they shall submit such dispute, claim, or controversy to be determined by arbitration in Houston, Texas. Completion of non-binding mediation is a condition precedent to initiating arbitration. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award issued by the arbitrator may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Buyer and Seller acknowledge that the transactions between them involve and affect interstate commerce. Any litigation allowed herein between Buyer and Seller shall be litigated, if at all, in and before a federal or state court located in the State of Texas, which are deemed the most proper forum under the circumstances. Such courts are selected to the exclusion of the courts of any other state or country. Buyer acknowledges and hereby waives any and all challenges to personal jurisdiction in the State of Texas and also waives any right to seek the transfer of venue for any reason whatsoever.

18. CAPTIONS. Titles or captions contained in these terms and conditions are inserted only as a matter of convenience and for reference, and shall in no way define, limit, extend, or describe the scope or intent of these terms and conditions or of any provision hereof.

19. COSTS AND EXPENSES. Buyer shall reimburse Seller for any and all costs and expenses, including, without limitation, reasonable attorneys' fees, which Seller may incur in connection with Seller's enforcement, whether affirmatively or defensively, of these terms and conditions.

20. Export Controls. Buyer's Order for Goods is made expressly subject to, and Buyer expressly agrees, to comply with and abide by, all applicable laws, ordinances, codes and regulations, including the Foreign Corrupt Practices Act of 1977 ("FCPA"), 15 U.S.C. §§78dd-1, et seq., insofar as the same may be applicable, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws. The Buyer represents and covenants that it has not taken, and will not take, any actions that may subject Seller or any of its officer, director, employee or affiliated entity to liability under the FCPA or other applicable laws, ordinances, codes or regulations.

21. REVISIONS. Seller may from time to time update and revise these terms and conditions without notice to Buyer. For each order, Buyer agrees to be bound by the version of these terms and conditions in effect at the time of Seller's acceptance or acknowledgement of such order. Buyer may obtain a copy of the current version of these terms and conditions by requesting same from Seller.