

SILERGY CORP.

STANDARD TERMS AND CONDITIONS OF SALE FOR STANDARD PRODUCT

1. SCOPE OF AGREEMENT

The buyer ("Buyer") agrees to purchase, and Silergy Corp. or one of its affiliates and subsidiaries (collectively referred to herein as "Seller") agrees to sell products (individually "Product" and collectively "Products") under the terms and conditions contained in this document. These terms and conditions of sale ("Agreement") are applicable to any quotations and offers made, and purchase orders placed with and accepted by Seller notwithstanding any preprinted terms and conditions on Buyer's purchase order. Seller's failure to object to provisions contained in any communication from Buyer will not be deemed a waiver of the provisions of this acceptance. Any changes from the terms and conditions of sale contained herein must be specifically agreed to in writing by an authorized officer of Seller before becoming binding on the Seller. Buyer accepts these terms and conditions by accepting delivery of the Product(s) whether or not these terms and conditions are provided with each sales transaction.

2. ACCEPTANCE

Seller's acceptance of any Buyer purchase order is strictly conditioned on Buyer's acceptance of these terms and conditions of sale. Seller, upon acceptance of a purchase order placed by Buyer, will supply the products and/or services specified in the purchase order to Buyer. Buyer's acceptance of the Agreement shall be indicated by any of the following, whichever first occurs: (i) Buyer's written acknowledgment hereof; (ii) Buyer's acceptance of any part of a shipment of the Products; (iii) Buyer's failure to acknowledge or reject this sales order in writing within five (5) calendar days of the date of issuance, or (iv) any other act or expression of acceptance by Buyer. Unless otherwise agreed in writing by Seller, the sale and purchase of the Product between Seller and Buyer are limited exclusively to the Agreement. Seller hereby objects to and rejects any additional or different term proposed by Buyer, including those in Buyer's purchase order. Seller's silence or failure to respond to any such subsequent term, condition, or proposal shall not be deemed to be Seller's acceptance or approval thereof.

3. PRICES, QUOTATIONS, AND TAXES

- (a) Except as may otherwise be agreed to by the parties in a pricing agreement, the applicable prices shall be those prices quoted by Seller and contained in Buyer's purchase order accepted by Seller. Prices do not include any applicable taxes or duties levied on the sale and delivery of such Product ("Taxes and Duties"). Buyer shall pay all Taxes and Duties on Product or present a valid exemption certificate prior to shipment.
- (b) Prices quoted by Seller and contained in Buyer's purchase order accepted by Seller are firm and not subject to audit or price redetermination or renegotiation, except that at Seller's

sole discretion any and all prices are subject to adjustment either directly or by the addition of a precious metals surcharge in order to cover the cost of precious metals utilized by Seller in supplying goods.

- (c) If Buyer fails to take delivery hereunder of the quantity of goods upon which a quantity discount price, if any, is based, Buyer will be back-billed an amount based upon the quantity actually delivered hereunder and upon the quantity pricing schedule in effect at the time the order was placed. Such charges shall be in addition to any cancellation charges.
- (d) Prices apply only if the quantity ordered hereunder is released within twelve (12) months and shipments scheduled no more than twelve (12) months from the date Seller received Buyer's order. Otherwise, Seller's standard prices in effect on the date of receipt by Buyer of the quantity actually shipped apply, and Buyer shall pay the difference in price, if any.

4. PAYMENT TERMS

- (a) Unless Seller otherwise agrees in writing, Seller requires an advanced payment, payment to be secured by an irrevocable letter of credit, prior funds transfer to trust or escrow accounts, or in such other manner as agreed by Seller and Buyer.
- (b) Upon credit approval by Seller, payment terms are net thirty (30) calendar days from the date of the invoice. All payments shall be without retention or set-off by Buyer. All payments shall be in U.S. Dollars unless otherwise agreed in writing. Upon entering into a separate agreement by Seller and Buyer, Seller may extend credits to Buyer. In the event that Seller extends credits to Buyer, if Buyer does not pay an invoiced amount within terms, Buyer will in addition pay finance charges of one and one-half percent (1.5%) per month or the highest rate permitted by law, whichever is less on the late balance. Seller reserves the right to (i) withhold shipment of the Products until full payment is made; and/or (ii) revoke any credit extended to Buyer. In the event that Buyer's account is more than ninety (90) days in arrears, Buyer shall reimburse Seller for the reasonable costs, including attorney's fees, of collecting such amounts from Buyer. In the event of any dispute regarding an invoice, no finance charges will apply in the event that Buyer provides written notice of the dispute prior to the due date for such payment.
- (c) Upon reasonable request by the Seller, Buyer shall provide copies of its most recent audited financial statements or other reasonable evidence of its financial capacity and such other information as Seller reasonable requests to determine credit status or credits limits. Seller has no continuing obligation to deliver Products on credit and may withdraw credit approval or change credit amounts or payment terms at any time for any reason.

5. SHIPMENT AND DELIVERY

- (a) Unless Seller otherwise agrees in writing, shipment will be in Seller's standard packaging. Seller may, at its discretion, comply with any special packaging instructions of Buyer, in which case any incremental costs as a result of such compliance shall be paid by Buyer.

- (b) Unless Seller otherwise agrees in writing, Seller shall deliver all Products EXW (Seller's plant or warehouse) (Incoterms 2010). Seller reserves the right to ship from any plant or warehouse of Seller or any subsidiary or subcontractor. Buyer shall pay all shipping, insurance, and related delivery charges. Buyer shall designate the carrier and method of shipment within a reasonable time prior to delivery. If Seller has not received such designation within a reasonable time prior to delivery, Seller may, at its discretion, select the carrier and otherwise make arrangements for delivery at Buyer's expense. Title to and all risk of loss or damage for Products shall pass to Buyer in accordance with EXW terms as noted above.
- (c) Delivery dates are approximate. Seller will use commercially reasonable efforts to deliver on the requested date but will not be responsible for any claimed damages from late deliveries. Seller reserves the right to deliver Product in installments. If Supplier's ability to supply Products becomes constrained for any reason, Supplier may, in its sole discretion, reduce quantities, delay shipments, or allocate Products among its customers.
- (d) Buyer shall promptly notify Seller within fifteen (15) calendar days of delivery, of any claimed shortage or rejection as to such delivery. Such notice shall be in writing and reasonably detailed, stating the grounds for such rejection or claimed shortage. Failure to give such notice within such time shall be deemed an acceptance in full of the delivery.
- (e) Seller must authorize in writing the return of any Products for repair, replacement, or credit. Products designated as Non-cancelable, Not-returnable may not be returned. Buyer's rights to repair or replacement are governed by the terms of Article 13. Issuance of credit for returned Products shall be made exclusively at Seller's discretion upon Buyer's request.
- (f) Shipment of Product(s) within five percent (5%) of the quantity ordered shall be deemed to constitute full delivery.

6. SPECIFICATION CHANGES

Seller reserves the right to change the specifications of any goods (including all statements and data appearing in Seller's catalogs, data sheets and advertisements) without notice. If such changes to specifications are made, Seller assumes no obligation to provide the change on goods previously purchased or to continue to supply discounted goods. Seller may substitute goods manufactured to such modified specifications for those specified herein provided such goods substantially conform to the order or contract.

7. FORCE MAJEURE

Seller shall not be liable for any delay in performance or failure to perform in whole or in part the terms of this Agreement due to causes beyond the reasonable control of Seller, including, without limitation, strike, labor disputes, shortages of material, war, riot or civil commotion, acts of the public enemy, insurrection, sabotage, or fire, flood or other acts of God. The period

for performance for the party affected by such a cause shall be extended by the duration of the condition, provided, however, if any such delay shall continue for more than one hundred and twenty (120) days from the start of the cause of delay, the quantities undelivered during such period of delay or to be delivered, may be canceled at Seller's election without liability of Seller to Buyer by written notice to Buyer at any time.

8. CANCELLATIONS

- (a) No cancellations or reschedules will be accepted within thirty (30) days of the earliest requested ship date. All cancellations and reschedules of orders by the Buyer between thirty-one (31) and eighty-nine (89) days prior to the earliest requested ship date shall result in a charge to Buyer to be reasonably determined by the Seller based on such factors as whether the product was manufactured specifically for Buyer, Seller's ability to change its production schedule within the period of the notice provided by Buyer, whether Seller acquired or allocated particular supplies or equipment to meet Buyer's order, etc.
- (a) Seller may at its option cancel this order if (i) Buyer's payment is default on this or any other order; (ii) Buyer breached any material provision of the Agreement, (iii) causes beyond Seller's reasonable control make it impossible to assure shipment (e.g., substantial changes in raw materials or those specified in Article 7); or (iv) Buyer becomes insolvent or files a petition in bankruptcy.

9. INTELLECTUAL PROPERTY

- (a) The design, development or manufacture by Seller of Product(s) and/or services shall not be deemed to produce a work made for hire. Except as expressly set forth herein, all intellectual property rights arising out of Product(s) or services sold pursuant to this document shall belong to Seller. Except for Buyer's implied license to use and sell a Product(s) incident to its purchase and the implied license of Buyer to sell or otherwise dispose of possession of a copy of a copyrighted work from Seller, the sale of Product(s) or services does not convey any license by implication, estoppel, or otherwise in respect of Product(s) alone or in combination with other products. Unless agreed to otherwise in writing, Seller shall retain all rights in mask works.
- (b) Unless otherwise expressly agreed in writing, Seller retains rights and title to and possession of any tooling, drawings, mask sets, tapes, fixtures, original documentation and intellectual property used in the furnishing of goods.

10. CONFIDENTIAL INFORMATION

- (a) Any information that Buyer receives or otherwise has access to incidental to or in connection with this Agreement (collectively, the "Confidential Information"), shall be and remain the property of Seller. Confidential Information shall not include information which: (i) was in the possession of Buyer at the time it was first disclosed by Seller; (ii) was in the public domain at the time it was disclosed to Buyer; (iii) enters the public domain through sources independent of Buyer and through no breach of this provision by Buyer;

(iv) is made available by Seller to a third party on an unrestricted, non-confidential basis; (v) was lawfully obtained by Buyer from a third party not known by Buyer to be under an obligation of confidentiality to Seller; or (vi) was at any time developed by Buyer independently of any disclosure by Seller.

- (b) Confidential Information may be used to the extent necessary to perform this Agreement and the parties shall not disclose Confidential Information to any third party, except to its agents (who have executed confidentiality agreements containing terms substantially similar to the terms) as necessary to provide the Products hereunder. In no event shall Buyer acquire any right, title or interest in and to any product or process information, including related know how, either existing or developed during the course of the business relationship with Seller and Buyer, and in no event shall Seller acquire and right, title, or interest in and to any materials or information provided to it by Buyer.
- (c) Buyer agrees not to use or disclose drawings, specifications, technical information or other data furnished by Seller and identified by Seller as confidential or proprietary data without the prior written consent of Seller. Buyer agrees and acknowledges that any improvement or modification to such confidential or proprietary data shall be the sole property of Seller, regardless of whether any such improvement or modification was the creation of Buyer. Buyer further agrees to use all appropriate copyright and proprietary notices on all goods delivered hereunder regardless of their intended use. Buyer recognizes that such proprietary data is unique and consents to the remedy of injunction in addition to damages for violation of the terms of this provision.

11. NO LICENSE

- (a) Buyer, without the express prior written consent of Seller, has no right to use Seller's trademarks, trade names, corporate slogans, corporate logos, or corporate designations in the sale, lease or advertising of any Product(s), or any product containers, component parts, business forms, sales, advertising or promotional materials, or other business supplies or materials, whether in writing, orally or otherwise.
- (b) Except as stated below in Software under Article 12, the sale of Product(s) furnished hereunder does not convey any license by implication, estoppel, or otherwise, under any proprietary or patent rights of Seller covering modifications of Product(s) furnished hereunder, or combinations of Product(s) furnished hereunder with other elements. For the avoidance of doubt, the parties agree that the results of the efforts regarding the sale of the Product(s) furnished hereunder by either party shall not be considered "work for hire," and that neither party acquires any rights to, or licenses to use, any such results except as expressly set forth herein.

12. SOFTWARE

Software as used herein means goods that are software, including, without limitation, software embedded in Seller goods, standalone software and downloadable software. Customer acknowledges that such software is proprietary, copyrighted and may be protected by patents.

All Software is licensed to Buyer, subject to a license agreement, and title to Software remains with the applicable licensor(s). Buyer agrees to be bound by such license agreement in addition to these terms and conditions of sale. Buyer shall not duplicate, disassemble, decompile, reverse engineer, modify, create derivative works, or otherwise change Software or its form except to the extent it is permitted by law. Software incorporated in or packaged with Seller hardware goods shall be used solely by Buyer for the use of the hardware goods as authorized by Seller, and Buyer shall have no other rights with respect to such Software.

13. SELLER'S WARRANTY

- (a) Seller warrants that for a period of two (2) years from the date of shipment to Buyer the Product will perform in accordance with Seller's final published datasheet at the time of manufacture for the Product and will be free from defects in material and workmanship ("Warranty").
- (b) Any technical or application advice, quality characterization, reliability data, or other assistance Seller may provide Buyer with respect to the Products is provided free of charge and solely as an accommodation to Buyer and shall not expand, diminish, or otherwise modify the Warranty. Seller is not obligated to provide, or continue to provide, such assistance with respect to any Product.
- (c) Seller assumes no liability for any defects that result from Buyer's design, specifications, or instructions and results of use of the Products purchased including without limitation (i) use in combination with any electrical or electronic components, circuits, systems, assemblies, or other products and (ii) unsuitability of any Product for use in any circuit, assembly, product, or environment. In no event shall Seller's warranty obligation extend to Products which have been altered, misused, improperly maintained, damaged by excessive electrical current, or in any other manner negligently handled, stored or operated by Buyer or by other users.
- (d) Products that are samples, prototypes, pre-production units, evaluation units, or purchased other than directly from Seller or an authorized distributor are taken by Buyer AS IS, WHERE IS, and WITH ALL FAULTS, and with no warranty whatsoever.
- (e) Buyer must advise Seller in writing of any claims within the warranty period, obtain Seller's return authorization, and return the Product(s) to a facility or location directed by Seller. If the Product(s) are not as warranted, Seller shall, at Seller's option, either refund the purchase price of the Product(s) or provide the same or equivalent replacement Product(s). In no event, however, shall Seller be responsible for any non-conformance or other defects in the Product(s) resulting from improper handling during or after shipment, misuse, neglect, improper installation or operation, repair, alteration, accident or for any other cause not attributable to defective workmanship or failure to meet specifications on the part of Seller. This warranty shall not be expanded, and no obligation or liability will arise, due to technical advice or assistance, computerized data, facilities or services Seller may provide in connection with Buyer's purchase. Seller provides no warranty for Seller

Product(s) purchased through unauthorized sales channels. Seller warrants replacement Product(s) for the remaining term of the warranty on the originally delivered Product.

- (f) THIS WARRANTY EXTENDS TO BUYER ONLY AND MAY BE INVOKED ONLY BY BUYER FOR ITS CUSTOMERS. SELLER WILL NOT ACCEPT WARRANTY RETURNS FROM BUYER'S CUSTOMERS OR USERS OF BUYER'S PRODUCT(S). THIS WARRANTY DOES NOT APPLY TO DEFECTS ARISING AS A RESULT OF BUYER'S DESIGN OR FORMULA.
- (g) REPAIR OR REPLACEMENT IS BUYER'S SOLE AND EXCLUSIVE REMEDY FOR THE BREACH OF THE WARRANTY AND SELLER WILL NOT IN ANY EVENT BE LIABLE FOR COSTS ASSOCIATED WITH THE RETURN OF PRODUCTS FOR REPAIR OR REPLACEMENT (INCLUDING COSTS RELATED TO REMOVAL OF THE PRODUCT FROM END APPLICATIONS), INCREASED MANUFACTURING COSTS, DOWNTIME COSTS, PURCHASE OF SUBSTITUTE PRODUCTS, LOST PROFITS, REVENUE, OR GOODWILL, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES CAUSED BY A BREACH OF THE WARRANTY. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

14. BUYER'S WARRANTY

Acceptance of goods is a warranty by Buyer that Buyer is solvent as of the date of shipment. With respect to goods delivered hereunder, Buyer agrees to accept responsibility for (i) their selection to achieve Buyer's intended results, (ii) their use, (iii) the results obtained therefrom and (iv) the selection of, use of and results obtained from any equipment, programs or services not provided by Seller and used in connection with goods delivered hereunder. Buyer further warrants that it is buying for its own internal use and not for resale, unless otherwise agreed between Buyer and Seller under separate written agreement.

15. INDEMNIFICATION

- (a) Seller agrees to defend any claim, suit, or proceeding asserted against Buyer based upon a claim that any Product(s) purchased hereunder, excluding software, directly infringes any patent, mask work right, or copyright, effective in the United States of America and to pay costs and damages finally awarded in any such suit provided that Seller is promptly notified in writing of the claim and given, at Seller's request and expense, sole control of the defense or response to such claim and all requested reasonable assistance by Buyer for defense of the same. If such a claim has occurred or in Seller's sole and reasonable judgment is likely to occur, Buyer agrees to allow Seller to (i) obtain for Buyer the right to use and sell the Product, (ii) replace or modify the Product(s) with non-infringing Product(s), or (iii) accept the return of the Product(s) and refund the purchase price less reasonable wear and tear. Further, Seller may cease shipping infringing Product(s) without being in breach of this document.

- (b) This indemnity does not extend to any claims based upon any infringement or alleged infringement of any patent, mask work right, or copyright arising from: (i) the combination of any Product(s) with other elements if such infringement would be avoided by the use of the Product(s) alone, (ii) the use of the Product(s) in a manner or for an application other than that for which such Product(s) was designed or intended, regardless of whether Seller was aware of such use, (iii) any addition to or modification of the Product(s), (iv) the use of the Product(s) in connection with manufacturing or other process, or (v) by any Product(s) not in Seller's catalogue or any Product(s) made compliant to Buyer's design, instruction or specification (such claims, i.e. those set forth in (i) through (v) above, are referred to herein as "Other Claims").
- (c) Seller shall have no duty to defend nor any liability with respect to any Other Claims, for any costs, losses, damages, or any settlement or compromise made by Buyer. Buyer agrees to defend any claim, suit, or proceeding asserted against Seller based upon Other Claims and to pay costs and damages finally awarded from such suit provided that Buyer is promptly notified in writing of the claim and given, at Buyer's request and expense, sole control of the defense or response to such claim and all requested reasonable assistance by Seller for defense of the same. Buyer further agrees to indemnify and hold Seller harmless from and against any and all claims, damages losses, costs, expenses, judgments, and liabilities arising based on or arising from Other Claims related to Products sold to Buyer.
- (d) Seller does not warrant that Product(s) and/or services are free of infringement of any patents, copyrights, or other proprietary rights of third parties. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS, COPYRIGHTS, OR OTHER INTELLECTUAL PROPERTY RIGHTS.
- (e) THE FOREGOING INDEMNITY (1) EXTENDS ONLY TO BUYER; (2) IS EXPRESSLY SUBJECT TO THE LIMITATIONS OF ARTICLE 16; (3) IS THE SOLE REMEDY FOR INTELLECTUAL PROPERTY INFRINGEMENT; AND (4) IS IN LIEU OF ANY OTHER STATUTORY, EXPRESS, OR IMPLIED WARRANTIES AGAINST INFRINGEMENT.

16. LIMITATION OF LIABILITY

- (a) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY FOR ANY BREACH, WARRANTY, INDEMNITY OR OTHER OBLIGATION OR LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SALE OF PRODUCT(S) OR SERVICES HEREUNDER OR THE USE OF ANY ON SEMICONDUCTOR PRODUCT PROVIDED HEREUNDER, EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCT(S) OR SERVICES WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.
- (b) IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER (INCLUDING,

BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE AND LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER HAS BEEN GIVEN NOTICE OF ANY SUCH ALLEGED DAMAGES, AND REGARDLESS OF WHETHER SUCH ALLEGED DAMAGES ARE SOUGHT UNDER CONTRACT, TORT OR OTHER THEORIES OF LAW.

- (c) BUYER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY ESTABLISHED IN AND UNDER THIS AGREEMENT ARE ESSENTIAL AND MATERIAL ELEMENTS OF THIS AGREEMENT AND OF THE UNDERLYING BUSINESS CONDUCTED BETWEEN SELLER AND BUYER HEREUNDER. BUYER ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE ECONOMIC TERMS, WOULD BE SUBSTANTIALLY DIFFERENT IN THE ABSENCE OF THE LIMITATIONS OF LIABILITY CONTAINED IN THESE TERMS AND CONDITIONS OF SALE.

17. BREACH

In addition to all other rights to which a party is entitled under this Agreement, if Buyer breaches any term of the Agreement, Seller shall have the right to: (i) terminate the Agreement immediately upon written notice to Buyer; and (ii) seek to obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement. Failure to properly demand compliance or performance of any term of this Agreement shall not constitute a waiver of Seller's rights hereunder and prior to any claim for damages being made for non-conformance or breach, Buyer shall provide Seller with reasonable notice of any alleged deficiencies in the Products or performance under this Agreement and Seller shall have a reasonable opportunity to cure any such alleged non-conformance or breach.

18. EXPORT CONDITIONS

If, at the time or times of Seller's performance hereunder, an export license is required for Seller to lawfully export Product(s) or technical data, then the issuance of the appropriate license to Seller or its subcontractor shall constitute a condition precedent to Seller's obligations hereunder. Buyer agrees to comply with all applicable export laws, regulations and orders, including, but not limited to, all such laws, regulations and orders of the P.R. China. Specifically, but without limitation, Buyer agrees that it will not resell, re-export or ship, directly or indirectly, any Product(s) or technical data in any form without obtaining appropriate export or re-export licenses. Buyer acknowledges that the applicable export laws, regulations and orders may differ from item to item and/or time to time.

19. USE OF SELLER'S GOODS IN LIFE SUPPORT, NUCLEAR AND CERTAIN OTHER APPLICATIONS

Goods sold by Seller are not designed, intended or authorized for use in life support, life sustaining, nuclear, or other applications, including, but not limited to, transportation operating systems, in which the failure of such goods could reasonably be expected to result in personal injury, loss of life or severe property or environmental damage. Buyer acknowledges that use

of Seller's goods in such product applications is understood to be fully at the risk of Buyer and that Buyer is responsible for verification and validation of the suitability of Seller's goods in such application. Buyer agrees that Seller is not liable, in whole or in part, for any claim or damage arising from use in such applications. Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all claims, damages losses, costs, expenses and liabilities arising out of or in connection with such use.

20. COMPLIANCE WITH LAW

Each party shall comply with all state, federal and local laws and regulations applicable to its performance hereunder.

21. RELATIONSHIP OF PARTIES

Buyer and Seller are separate entities. Nothing in this Agreement shall be construed as creating an employer-employee or joint venture relationship. Seller and Buyer expressly understand and agree that Buyer is an independent contractor in the performance of each and every part of this order, is solely responsible for all of its employees, agents and will indemnify Seller from any and all claims, liabilities, damages, debts, settlements, costs, attorneys' fees, expenses and liabilities of any type whatsoever that may arise on account of Buyer's activities or those of its employees or agents (including, without limitation, direct and indirect distributors or subdistributors), including without limitation unauthorized representations or warranties (or failing to effectively disclaim all warranties and liabilities on behalf of Seller to the same extent as disclaimed herein) to its customers.

22. NOTICE

Any notice sent pursuant to this Agreement shall be sent by certified mail, return receipt requested, or by overnight mail to the addresses on the Order or to such address as either party may in the future designate. A copy of any notice to Seller shall be also sent to A1501, Technology Mansion, Eastern Software Park, No. 90, Wensan Rd, Hangzhou, Zhejiang, China together with a copy this Agreement. Notices shall be effective upon receipt.

23. WAIVER

Failure by Seller to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

24. ASSIGNMENT

Buyer shall not assign this Agreement without Seller's prior written consent. Any unauthorized assignment of this Agreement by Buyer shall be null and void. Seller may assign this Agreement without Buyer's prior written consent to an affiliate or a third party in connection with the Seller's business or assets to which this Agreement relates.

25. DISPUTE RESOLUTION

Seller and Buyer will attempt to settle all claims (other than claims relating to intellectual property issues) through negotiation or non-binding mediation prior to commencement of court proceedings.

26. GOVERNING LAW

This Agreement is governed by and construed under the laws of Hong Kong without regard to conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. The sole jurisdiction and venue for actions related to the subject matter hereof is the International Chamber of Commerce (ICC) at Hong Kong.

27. SURVIVAL

In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. All sections herein relating to payment, ownership, confidentiality, indemnification and duties of defense, representations and warranties, waiver, waiver of jury trial and provisions which by their terms extend beyond the Agreement shall survive the termination of this Agreement.

28. ENTIRE AGREEMENT

The Agreement supersedes all prior offers, negotiations, and understanding between Seller and Buyer and constitutes the entire agreement regarding the sale and purchase of Product.