

## TERMS AND CONDITIONS OF SALE

1. **TERMS AND CONDITIONS:** These Terms and Conditions of Sale ("**Terms**") shall be the sole terms and conditions governing all sale of products ("**Products**") manufactured and sold by Plexus Corp. or its affiliates ("**Seller**") to the party listed on the purchase order or other order documentation ("**Buyer**") referenced in the accompanying quotation and/or confirmation of order and/or invoice ("**Sales Confirmation**"). Such Sales Confirmation and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement prevails over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions which Seller hereby expressly rejects and does not serve to modify, vary or amend this Agreement. Buyer's purchase order or other order documentation is expressly conditioned upon Buyer's acceptance of this Agreement. Notwithstanding the foregoing, this Agreement shall not apply to the extent it conflicts with a negotiated written agreement between Buyer and Seller which has been mutually executed by their respective authorized representatives.

2. **PRICES:** All prices quoted are based on present day production costs, and Seller reserves the right to vary such quotations to meet changes in the prices and rates of material, labor, sub-contracts and transport taking place between the date of the quotation and the dispatch of the Products. Buyer shall supply to Seller all the applicable specifications, designs, drawings, artwork and other relevant information which are necessary for the manufacture of the Products at the time of placing the purchase order or earlier. Seller shall furnish the Products in accordance with the price and currency set forth on Seller's most-recent quotation which shall be as reflected in the Sales Confirmation submitted by Buyer to Seller. All prices are subject to adjustment on account of specifications, quantities, shipment arrangements or other terms and conditions that are not a part of the original price quotation. Prices are exclusive of all governmental, sales, use, occupational or like taxes, tariffs, customs, duties and importing fees, the payment of which shall be the sole responsibility of Buyer regardless of whether invoiced to Buyer by Seller. Prices are consequently subject to increase by the amount of any such tax, tariff, duty or fee that Seller pays or is required to pay or collect upon sale or delivery of the Products. Any certificate of exemption or similar document or proceeding required to exempt the sale of Products from sales or use tax liability shall be obtained by Buyer at its expense. If Buyer fails to take delivery of the quantity of Products ordered, Buyer will be billed an amount based on the quantity actually delivered hereunder at the pricing provided in the quote effective at the time the order was placed. Such charges will be in addition to any cancellation charges.

3. **PAYMENT:** Terms are by cash transfer in advance, except where satisfactory open account credit is established, in which case terms of payment are net thirty (30) days from the date of invoice. Title to Product shall remain with the Seller until such payment has been received in full from the Buyer. Seller reserves the right at any time to revoke any credit extended to the Buyer for any risk deemed good and sufficient by Seller. Seller will issue invoices on delivery in the case of all Products; and if deliveries are authorized in installments, each shipment shall be invoiced and paid when due without regard to other scheduled deliveries. Overdue payments shall be subject to a finance charge computed at a periodic rate (to the extent permitted by law) of 1.5% per month (18% per year). Buyer does hereby grant Seller a security interest in the Products and proceeds therefrom as security for the performance by Buyer of all its obligations hereunder. In addition to all other remedies available under this Agreement or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Products if Buyer fails to pay any amounts when due hereunder and such failure continues for fifteen (15) days following written notice thereof.

4. **SET-OFFS:** Amounts owed by the Buyer shall be paid when due without set-off against any amounts that the Buyer may claim are owed by Seller and regardless of any other controversies or disputes that may exist.

5. **DELIVERY AND RISK OF LOSS:** Seller will make Products available Ex Works (Incoterms 2010) at its premises for dispatch, unless otherwise agreed in writing between both parties. Seller reserves the right to (i) make shipments in installments, (ii) make shipments when Product is available and shall invoice shipments as and when made, and/or (iii) allocate production and deliveries among its various customers under any circumstances. Seller will confirm, in writing, and amend as appropriate, the scheduled delivery date of Products, which may be subject to change due to unforeseen circumstances ("Commitment Date"). Seller will not assume any liability in connection with the delivery or shipment of Products (including due to any delay), or constitute any carrier as its agent. Packing materials and containers are not refundable. Responsibility for loss or damage of Products in transit shall not be accepted by the Seller and receipts should be signed "Unexamined" upon receipt by Buyer. Buyer shall be solely responsible for making all claims with carriers, insurers, warehousemen and others for non-delivery, loss, damage or delay. Risk of loss with respect to the Products shall pass to Buyer upon collection by carrier from Seller's premises regardless of the agreed Incoterms. Notwithstanding the foregoing, Products held or stored by Seller for Buyer at Buyer's request shall be at the sole risk of Buyer and Buyer shall be liable for all expenses in relation to such holding or storage of Products.

6. **PROCUREMENT:** Seller will procure all materials and components (collectively, "**Components**") necessary to fulfil Buyer's order at the Component lead-time and the fixed manufacturing lead time of the Product as measured to Seller's Commitment Date. Buyer acknowledges that Seller may be required by its suppliers to procure such materials and components in minimum or economic order quantities, and that such quantities may exceed the demand for Products set forth on Buyer's order. Buyer shall be liable for all materials and components procured to fulfil Buyer's order, including any such minimum or economic order quantities so procured by Seller, at the quoted cost of such Component plus a material overhead charge and Seller's profit ("**Component Value**"). Buyer shall provide instruction to Seller to either ship or scrap such unused inventory upon written notification by Seller, upon which Seller shall invoice Buyer for the Component Value of such inventory.

7. **QUANTITY:** All claims for shortages of Product quantity must be made by Buyer within thirty (30) days of shipment date. If Seller delivers to Buyer a quantity of Products more than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object or reject the original quantity stated in the Sales Confirmation and shall pay for such original quantity of Products at the price set forth in the Sales Confirmation, but may either reject the surplus quantity delivered, or to accept such surplus quantity subject to payment of the quoted Product price for such surplus quantity.

8. **RESCHEDULING, MODIFICATION AND CANCELLATION OF ORDER:** Buyer shall not cancel orders once kitting of Components for the manufacture of the Products is in process. Any request for order cancellation, rescheduling, return or modification must be made in writing and such action must be approved in writing by an authorized agent of Seller. Seller, at its option, may accept or reject any such request by Buyer. Buyer shall be liable for the full cost of materials, Components, works-in-process, storage, labor and overheads incurred up to the date of cancellation, or as a result of any rescheduling or modification, together with the cost and reasonable profit for the execution of the rescheduled, cancelled, or modified order. Buyer shall not return any Products for any reason without the prior authorization of Seller and issuance of a Return Material Authorization (RMA) number. Buyer is only entitled to reschedule an order a maximum of one (1) instance at the sole discretion of Seller, and such order shall in any event be rescheduled to a date within Seller's current quarter end only.

9. **FORCE MAJEURE:** If due to any contingency beyond Seller's reasonable control, including but not limited to an act of God, war, acts of terrorism, insurrection, fire, riot, strikes or labor unrest, sabotage, an act of public enemy, flood, storm, accident, Component shortages, or changes in laws or regulations, Seller is unable to deliver the Products or any part of them, Seller shall not be liable for any delay in or failure of performance under these Terms.

10. **WARRANTY:** Seller hereby warrants to Buyer that for one (1) year from the date of manufacture of the Product, each Product sold hereunder will be free from defects in workmanship performed by Seller. Seller will either, at its option and free of charge, repair or replace Products not conforming to this warranty provided such Products are returned within the warranty period to Seller bearing an RMA number issued by Seller, securely packaged, with freight prepaid. Seller will make all reasonable efforts to respond to Buyer promptly after receiving an RMA number request. Seller's warranty for replaced or repaired Products shall be the longer of (1) the duration of the warranty remaining on the original Product warranty, or (2) ninety (90) days from date of shipment of the replaced or repaired Product. Seller shall be entitled to reimbursement of its costs for Products returned for which no defect is found. Any repair services requested of Seller by Buyer not explicitly covered by the warranty will be performed at Seller's option on a time and materials basis.

11. **WARRANTY LIMITATIONS:** The express limited warranty provided in Section 10 does not apply to (1) design or specification deficiencies; (2) malfunctions, defects, or failures resulting from (a) misuse, (b) abuse, (c) accident, (d) neglect, (e) improper installation, operation or maintenance, (f) acts of God, (g) power failures or surges, or (h) alteration, modification, or repairs by any party other than Seller; (3) any defect not made known by Buyer to Seller as soon as practical after the defect first appears, (4) materials or components incorporated into the Product; and (5) Products shipped by Seller and not tested according to agreed-upon test procedures at the direction of Buyer.

12. **WARRANTY DISCLAIMER: THE FOREGOING CONSTITUTES BUYER'S SOLE REMEDIES AGAINST SELLER FOR BREACH OF WARRANTY CLAIMS. EXCEPT AS PROVIDED IN THIS SECTION, SELLER MAKES NO WARRANTIES WITH RESPECT TO THE PRODUCTS OR ITS SERVICES HEREUNDER, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES RESPECTING NON-INFRINGEMENT, OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING, OR TRADE USAGE.**

13. **INTELLECTUAL PROPERTY:** All intellectual property produced or developed by Buyer in connection with the design of the Products shall be owned exclusively by the Buyer. All intellectual property produced or developed by Seller in connection with the manufacturing process of the Products for Buyer shall be owned exclusively by Seller. Manufacture of the Products hereunder by Seller for Buyer does not convey to either party any rights or license, express or implied, or by estoppel or otherwise, under any trade secret, patent, trademark, copyright or maskwork of the other Party except as may be necessary for each party to perform under these Terms. Each party reserves all rights under trade secrets, patents, trademarks, copyrights or maskworks owned by such party.

14. **INDEMNITY AGAINST LOSS:** Buyer agrees to defend at its expense, hold harmless and indemnify Seller, its officers, shareholders, directors, employees, and agents, from and against any judgments, liabilities, claims, demands, expenses, or costs (including reasonable attorneys' fees) arising from any claim, action, or allegation relating to the (1) sale or use of the Product, (2) designs or Specifications of the Products, or (3) infringement by the Products of any third party intellectual property right as a result of Seller's performance of any act directly or indirectly connected with the contract at the request of the Buyer. Seller shall notify Buyer promptly upon becoming aware of any claim or action pursuant to which indemnity will be sought and shall provide reasonable assistance to Buyer, at Buyer's expense, in the defence of any such action.

15. **LIMITATION OF LIABILITY: UNLESS OTHERWISE EXPRESSLY PROVIDED IN WRITING AND SIGNED BY BOTH PARTIES AND TO THE MAXIMUM EXTENT ALLOWED UNDER THE LAW, SELLER DOES NOT INDEMNIFY, NOR DOES IT HOLD BUYER HARMLESS, AGAINST ANY LIABILITIES, LOSSES, DAMAGES AND EXPENSES (INCLUDING ATTORNEY'S FEES) RELATING TO ANY CLAIMS WHATSOEVER, INCLUDING WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURIES, DEATH OR PROPERTY DAMAGE RELATING TO THE PRODUCTS SOLD HEREUNDER. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF USE DAMAGES, DUE TO ANY CAUSE WHATSOEVER, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SELLER MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS ACCRUED. THE TOTAL LIABILITY OF SELLER TO BUYER AND/OR ANY OTHER PARTY FROM ANY LAWSUIT, CLAIM, WARRANTY OR INDEMNITY SHALL NOT EXCEED THE AGGREGATE PRICE ACTUALLY PAID BY BUYER TO SELLER FOR THE SPECIFIC PRODUCTS (AS IDENTIFIED BY PART NUMBER) SOLD UNDER THE SPECIFIC ORDER AT ISSUE THAT GAVE RISE TO THE LAWSUIT, CLAIM, WARRANTY OR INDEMNITY. THE EXISTENCE OF MULTIPLE CLAIMS RELATED TO THE SAME PRODUCT AT ISSUE SHALL NOT ENLARGE OR EXTEND THIS LIMIT.**

16. **CONFIDENTIAL INFORMATION AND PUBLICITY:** Both parties agree to maintain in confidence those materials and information which either party has designated as being confidential or proprietary information. To the extent that the parties have a separate agreement governing the disclosure of each party's confidential information, that agreement shall prevail over this Section. This Agreement does not grant Buyer the right to use Seller's logos, trademarks or promote its association with Seller through press releases or other public relations efforts that may imply Seller's endorsement of Buyer.

17. **COMPLIANCE WITH LAWS:** Buyer shall comply, and shall cause its employees to comply, with all applicable local, national, regional and international laws, ordinances, regulations, codes, standards, directives and international conventions and agreements to the extent that any of the foregoing have the force of law by being directly enforceable by a governmental authority, a court or other proper tribunal (collectively "Laws"), including but not limited to (a) anti-bribery and corruption laws, including but not limited to the U.K. Bribery Act, U.S. Foreign Corrupt Practices Act ("FCPA"), Malaysian Anti-Corruption Commission Act 2009, Anti-Unfair Competition Law and Criminal Law of the People's Republic of China, the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions ("OECD"), and the Inter-American Convention Against Corruption, (b) environmental Laws, and (c) import and export control Laws, including but not limited to the U.S. Export Administration Regulations (US EAR), the U.S. State Department's International Traffic in Arms Regulations (ITAR), sanction regimes of the U.S. Department of Treasury Office of Foreign Assets Controls (OFAC), export laws and regulations of the European Union (EU) and/or any of its member states and export laws of other national governments or inter-governmental organisations, including the United Nations (U.N.). Buyer shall not, without prior U.S. Government authorization, export, re-export, or transfer any commodities, software or technology, either directly or indirectly, to any country subject to a U.S. trade embargo or sanction or to any resident or national of said countries, or to any person, organization, or entity on any of the sanctioned parties lists maintained by the U.S. Departments of State, Treasury or Commerce. In addition, any Products sold hereunder may not be exported, re-exported, or transferred to any end-user engaged in activities, or for any end-use, directly or indirectly related to the design, development, production, use, or stockpiling of weapons of mass destruction (e.g., nuclear, chemical, or biological weapons, and the missile technology to deliver them). Buyer shall comply, and shall cause its employees to comply, with all applicable laws, ordinances and/or directives of countries in which they conduct business as they relate to the Universal Declaration of Human Rights, child labour laws, data privacy laws, criminal reporting laws, Environmental, Health and Safety laws or any similar laws, including, but not limited to identifying and filing or purchasing (as applicable) any and all required permits, certificates, licenses, insurance, approvals and inspections required in performance of its obligations hereunder.

18. **GOVERNMENT CONTRACTS:** If this Agreement is placed in support of and charged to a U.S. Government ("**Government**") prime contract or subcontract thereunder procuring an item meeting the Federal Acquisition Regulation ("**FAR**") definition of a commercial item or non-commercial item (whichever is applicable to this Agreement), Seller accepts only those clauses of the FAR that the regulations themselves mandate be flowed-down to a party in Seller's position, given all relevant limitations, including Seller's status as a customer or subcontractor and the size and type of contract.

19. **RELATIONSHIP BETWEEN PARTIES:** The parties are independent contractors with respect to each other. The transaction entered into between the parties pursuant to this Agreement does not create any partnership, joint venture, or agency between the parties, and nothing in this Agreement shall be construed as creating any such relationship.

20. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the country, state or province where the Products are being manufactured by Seller ("**Locale**") without reference to principles of conflicts of laws. The United Nations Convention on International Sale of Goods have no force or effect on transactions under or relating to this Agreement. The courts sitting in, or having principal jurisdiction over the Locale have exclusive jurisdiction of all disputes under this Agreement. To the extent such laws are not enforceable to settle or adjudicate any dispute between the parties hereunder, both parties expressly submit to the applicable commercial laws and the jurisdiction of the U.S. District Court for the Eastern District of Wisconsin, waiving to any other jurisdiction that may be applicable to either of them because of their present or future domiciles or any other reason whatsoever.

21. **SEVERABILITY:** If any provision of this Agreement is adjudged to be void, illegal, or unenforceable in whole or in part, such adjudication shall not affect the validity of the remainder of this Agreement. Each provision of this Agreement is severable from every other provision and constitutes a separate, distinct and binding covenant. Notwithstanding the foregoing, the parties shall negotiate in good faith in order to agree to the terms of satisfactory provisions(s) that best capture the original intention of the parties to be substituted for such provision declared to be void, voidable, illegal or otherwise unenforceable.

22. **NON-WAIVER:** Failure by Seller to exercise any right granted within these Terms shall not be deemed a waiver of any such rights. A waiver of any right under these Terms must be in writing and signed by an authorized representative of Seller.

23. **BASIS OF BARGAIN: THE PARTIES AGREE THAT THE WARRANTY DISCLAIMER, THE LIMITATION OF LIABILITY AND THE EXCLUSIVE REMEDY PROVISION ARE MATERIAL, BARGAINED TERMS THAT ARE FUNDAMENTAL TO THESE TERMS AND ARE REFLECTED IN THE CONSIDERATION TO BE GIVEN BY BOTH PARTIES UNDER THESE TERMS AND IN THE DECISION BY BOTH PARTIES TO ACCEPT THESE TERMS.**

24. **NOTICES:** All notices shall be in writing and delivered either by hand, facsimile, electronic mail or certified mail, return receipt requested at the addresses notified to either party in writing. Notice shall be deemed to have been given upon receipt if delivered by hand; upon receipt if given by facsimile or electronic mail but only if such receipt is confirmed by written confirmation produced by the transmitting machine or confirmed by electronic transmission; and upon expiration of seven (7) days after mailing, if given by certified mail.

25. **REMEDIES:** Rights and remedies provided to Buyer herein shall be exclusive and in lieu of any other rights or remedies that Buyer may have at law or equity.

26. **TITLES:** The section titles herein are used for reference purposes only and shall not be referred to or relied upon in interpreting the meaning of the language contained in such section.

27. **GOVERNING LANGUAGE:** Buyer and Seller acknowledge and agree that the language of this Agreement is the English language. In the event that the terms of this Agreement are translated into one or more languages, the English language version of this Agreement shall be the governing version for purposes of interpreting and enforcing this Agreement.

28. **ASSIGNMENT:** Buyer shall not assign its rights or obligations under this Agreement without the advance written consent of Seller. Seller may assign its rights under this Agreement to a subsidiary or affiliate without written notice to Buyer, or to a third party upon written notice to Buyer.

29. **THIRD PARTY BENEFICIARY:** Buyer represents that there exists no third party beneficiaries to Buyer's rights hereunder.

30. **SURVIVAL:** Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement unless otherwise superseded by an agreement of the parties.