

# Purchase Terms and Conditions

These Purchase Terms and Conditions (“**PTCs**”) are by reference incorporated in any individual contract (“**Contract**”) entered into by and between Ibiden Co., Ltd. (“**Ibiden**”) and a counterparty (“**Counterparty**”). Ibiden and the Counterparty are sometimes referred to as a “**Party**” and collectively as the “**Parties**”.

- 1 **Definitions.** For the purposes of these PTCs, the following definitions apply:
  - 1.1 “**Goods**” means those tangible items (e.g. articles, commodities, materials, components, equipment, parts, merchandise and supplies) purchased from the Counterparty under the Contract.
  - 1.2 “**Intellectual Property Rights**” means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration.
  - 1.3 “**Specifications**” means the most current version of all specifications and requirements applicable to any Goods or service that Ibiden may provide from time to time, including the specifications and requirements set forth in the documents referenced in the PTCs, the project schedule provided by Ibiden, drawings, or other descriptions provided by the Counterparty and approved in writing by Ibiden.
  - 1.4 “**Warranty Period**” means the period that is twelve (12) months from the date on which: (i) the Goods pass the final incoming inspection performed by Ibiden; or (ii) the Goods are delivered to the agreed destination, in the event the Parties agree to not perform incoming inspection.
- 2 **Prices.** Prices of the Goods include the cost of packaging in accordance with Ibiden’s instructions or other protection required to prevent damage or deterioration of the Goods.
- 3 **Title and Risk of Loss.** Title to the Goods will pass from the Counterparty to Ibiden at the time risk of loss for the Goods passes from the Counterparty to Ibiden in accordance with the conditions specified in the Contract.
- 4 **Warranty.** The Counterparty represents and warrants that: (i) the Goods conform to the applicable laws, standards, regulations as of the date the Goods is delivered; (ii) during Warranty Period, the Goods conform to the Specifications and are free from defects in design, materials and workmanship and fit for a particular purpose; and (iii) the Goods will not infringe any Intellectual Property Rights of a third party.
- 5 **Non-Conforming Goods.** In case any Goods are defective during the Warranty Period, Ibiden may: (i) require the Counterparty to reduce the price of, repair or replace the defective Goods; or (ii) cancel the Contract of the defective Goods and return the defective Goods at the Counterparty’s expense and risk. Ibiden is further entitled to claim any damages suffered by Ibiden as a result of the defective Goods against the Counterparty.

6 **Intellectual Property Rights.**

6.1 The Counterparty will solely defend and settle, at its own expense, any claims or allegations that the Goods or manufacturing processes of the Goods infringe any third party's Intellectual Property Rights, and indemnify and hold Ibiden harmless from and against any and all damage suffered, costs and expenses (including reasonable attorneys' fees) incurred as a result of such infringement. To the extent that any claims or allegations of such infringement are directly attributable to Ibiden, the Counterparty will have no obligation to indemnify Ibiden against such claims or allegations.

6.2 Counterparty hereby grants to Ibiden and its majority-owned subsidiaries, under Intellectual Property Rights that Counterparty owns or controls, a perpetual, irrevocable, non-exclusive, worldwide, fully paid-up, royalty-free license to use, sell, offer to sell, import, export and otherwise dispose of Goods.

7 **End of Life.** The Counterparty will provide twelve (12) months' prior written notice to Ibiden in the event the Counterparty intends to discontinue manufacture or sales of the service parts for the Goods.

8 **Export and Import.** The Counterparty will, upon Ibiden's request, provide Ibiden with: (i) assistance reasonably necessary to obtain licenses or permits to export and/or import the Goods and to transfer technologies pertaining to design, production or use of the Goods to foreign countries or non-residents of Japan in accordance with the laws of Japan; and (ii) accurate information of origin for the Goods.

9 **Subcontractors.** The Counterparty may, subject to Ibiden's prior written consent, delegate or subcontract its obligations under the Contract in whole or in part, provided that the Counterparty will enter into a written agreement with its subcontractor that contains terms and conditions that are at least as protective of Ibiden as the terms and conditions of the Contract. The Counterparty will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors.

10 **Survival.** Notwithstanding the termination or expiration of the Contract, Section 4 (Warranty), Section 5 (Non-Conforming Goods), Section 6 (Intellectual Property Rights) and Section 7 (End of Life) will survive.