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**1. Ordering Procedure**

- 1.1. All Products that Rakon buys from the Supplier shall be subject to this SPA. The initial Products are described in Schedule A. From time to time, the parties may add new Products or make changes to existing Products. This SPA describes the procedure that Rakon and the Supplier shall follow in relation to the supply of Products. This SPA does not constitute a purchase order for the Products.
- 1.2. The supply of Products shall always require a written purchase order from Rakon and a written confirmation from the Supplier.
- 1.3. Rakon shall send its purchase order to the Supplier by fax or email. While the purchase order must be in writing, it does not have to bear the original signature of a Rakon employee.
- 1.4. Within two business days after receiving Rakon's purchase order, the Supplier shall send to the Materials Department of Rakon by fax or email either a confirmation of Rakon's purchase order (confirming price, quantity and delivery date) or an acknowledgement that the Supplier received Rakon's purchase order. If the Supplier sends an acknowledgement of receipt within two business days, the Supplier must also indicate in its acknowledgement by what date (not to exceed seven business days from the date of its acknowledgement) the Supplier will confirm, modify or decline Rakon's purchase order.
- 1.5. Prior to confirmation by the Supplier, Rakon shall have the right to modify or cancel its purchase order.
- 1.6. The parties may mutually agree to automate the issuance of purchase orders and confirmations through participation in an electronic data interchange programme.
- 1.7. The Supplier shall be under no obligation to supply Products without a written purchase order from Rakon. Rakon shall be under no obligation to buy Products from the Supplier unless the Supplier shall have confirmed Rakon's purchase order in accordance with clause 1.4.
- 1.8. A firm and binding contract, obligating the Supplier to sell the Products and Rakon to buy the Products, shall only arise upon the issuance of a purchase order by Rakon, and its confirmation by the Supplier, in accordance with the procedure described in this clause 1.

**2. Packaging and Labelling**

- 2.1. The Supplier shall package and label the Products according to such specification as the Supplier and Rakon shall agree. The Supplier shall not deviate from the agreed specification except with Rakon's written consent before shipment.
- 2.2. Without limiting the generality of clause 2.1, each shipment must be accompanied by a detailed packing slip describing the contents, the quantities, Rakon's purchase order number(s), Rakon's parts numbers and the Supplier's parts numbers. Upon Rakon's request, the Supplier shall send a copy of the packing slip to Rakon by fax or email before shipment.
- 2.3. The Supplier shall mark the Products with their date of manufacture. Rakon will not accept Products that have not been so marked. If it is not possible to mark the Products with their date of manufacture, then the Supplier shall mark the date of manufacture on the packaging or labelling.

**3. Pricing**

- 3.1. Schedule A specifies the initial unit prices for the Products. The parties shall use Schedule C to update such prices from time to time.
- 3.2. Unless otherwise agreed, any price changes shown on Schedule C shall not apply retroactively to purchase orders issued and confirmed before the date upon which the parties agreed to such changes.
- 3.3. All prices are firm and fixed and include the cost of packaging material and packing.

**4. Shipping Terms**

- 4.1. Where the shipping terms require Rakon to bear the cost of freight, Rakon shall nominate the freight forwarder, the carrier, the mode of shipment and route. Rakon may do so in its purchase order or at any time before shipment. If the Supplier does not have shipping instructions from Rakon, the Supplier shall request such instructions from Rakon.
- 4.2. If the Supplier fails to follow Rakon's shipping instructions other than with Rakon's written consent, any additional costs incurred by Rakon shall be to the Supplier's account and Rakon may deduct such costs from the purchase price.
- 4.3. Risk of loss or damage to the Products shall pass from the Supplier to Rakon according to the shipping term nominated by the parties. The parties incorporate *Incoterms 2000* published by the International Chamber of Commerce, Paris France, which sets forth the rights and obligations of each party in respect to the agreed shipping term.

**5. Delivery**

- 5.1. Rakon's purchase orders will specify the delivery dates. The Supplier's confirmation shall constitute its acceptance of such delivery dates.
- 5.2. The Supplier understands that Rakon works on tight lead times with its customers and that Rakon may suffer liquidated damages in addition to loss of goodwill in the event of late delivery. Therefore, in respect to the Supplier's obligation to deliver

the Products by the agreed dates, time is of the essence.

- 5.3. The Supplier guarantees 100% on time delivery, meaning zero days late and not more than five days early. In the event that the Supplier delivers the Products more than five days early, Rakon may hold the Supplier's invoice and treat such delivery as having occurred on the delivery date specified in Rakon's purchase order.
- 5.4. Unless requested by Rakon, partial deliveries will not be accepted. Rakon's acceptance of a partial delivery shall not constitute a waiver of late delivery charges. Rakon may, in its discretion, recover any such late delivery charges in the event that complete delivery does not occur by the date of delivery specified in the purchase order.

**6. Delays**

- 6.1. At such time as the Supplier may become aware that it will not be able to deliver the Products by the agreed delivery date, the Supplier shall immediately notify Rakon in writing to that effect. Rakon shall have the option to cancel the purchase order and the Supplier shall reimburse Rakon for all costs that Rakon reasonably incurred as a consequence of such cancellation.
- 6.2. In the event that Rakon accepts late delivery, Rakon may, in its discretion, impose a late delivery charge of 1% of the purchase price per week, or part thereof, that the delivery was late. Rakon may credit such late delivery charge against the purchase price or any other sums due the Supplier.
- 6.3. In addition to the late delivery charge pursuant to clause 6.2, Rakon may, in its discretion, recover from the Supplier the actual damages suffered by Rakon as a result of the Supplier's failure to make timely delivery, to the extent such actual damages exceed the accrued late delivery charges. Rakon may credit such damages against the purchase price or any other sums due the Supplier.

**7. Quality Assurance**

- 7.1. The Supplier shall implement a quality assurance programme that meets the requirements of ISO 9001 and/or ISO/TS16949 (quality system standards). The Supplier shall also implement an environmental system standard that meets the requirements of ISO 14001.
- 7.2. If the Supplier has not implemented the above standards, the Supplier shall meet such equivalent standards as it may propose to Rakon and Rakon may approve.
- 7.3. Upon reasonable notice to the Supplier, Rakon shall be entitled, at Rakon's cost, to perform quality and company audits at the Supplier's manufacturing premises during normal business hours. However, in performing such quality and company audits, Rakon does not thereby assume responsibility for quality assurance.
- 7.4. Rakon shall have the right to delegate to a third party authority to act for Rakon in the event of a dispute with the Supplier involving the quality of its Products or defective Products. Such third party to whom Rakon delegates such authority may be another supplier or contract manufacturer to Rakon. The Supplier shall accept such third party's authority and shall deal with such third party, in good faith, on all matters within its scope of delegated authority. However, the Supplier may require such third party to sign confidentiality undertakings similar to those contained in this SPA or in any separate Confidentiality Agreement signed by Rakon and the Supplier. The Supplier shall keep Rakon fully informed of its communications with such third party.
- 7.5. The Supplier shall forward with each delivery a signed statement of compliance (Certificate of Compliance), Acceptable Quality Level (AQL), and sampling inspection level. Rakon's Inwards Goods Quality Control (IQC) will use the information supplied to check the shipment to standard ISO 2859.

**8. Conformance to Specifications**

- 8.1. All Products must conform to their specifications as mutually agreed by Rakon and the Supplier. The Supplier shall not deviate from such specifications except with the prior written consent of Rakon.
- 8.2. Rakon shall not issue a purchase order, and the Supplier shall not issue a confirmation, unless the parties have already agreed upon the specifications for the Products.

**9. Inspection of Products**

- 9.1. Before shipment, the Supplier shall inspect and test the Products to make sure that they fully conform to the specifications and to any Quality Assurance Requirements specified in Schedule A. The Supplier shall implement an inspection programme that will ensure the delivery of defect free Products. The Supplier shall inspect and test the Products according to the procedures and parameters in Schedule A or, absent such procedures and parameters, in accordance with best industry practice.
- 9.2. The obligation to inspect the Products falls entirely upon the Supplier. Rakon has no obligation to provide any inbound goods inspection. Any inbound goods inspection undertaken by Rakon is entirely at its discretion and shall not be deemed to shift responsibility for quality assurance from the Supplier to Rakon.

**10. Return of Defective or Non-Conforming Products**

- 10.1. Notwithstanding anything to the contrary in the Supplier's warranty, Rakon shall have the absolute right to return defective Products or Products that otherwise do not conform to their specifications. Rakon may invoke such right at any time within 24 months from date of purchase, except in the case of latent defects where there is no time limit. If Rakon invokes such right after Rakon shall have paid for such defective or non-conforming Products, the Supplier shall promptly refund the purchase price and other incidental costs and charges incurred by Rakon. Rakon will dispose of all or any part of the defective or non-

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- conforming Products at the Supplier's cost (including freight cost) and in accordance with the Supplier's disposal instructions.
- 10.2. In the event that Rakon exercises its right to return defective or non-conforming Products, Rakon shall have the right to immediately cancel the balance of such purchase order (if any) and any other purchase orders relating to the same Products.
- 10.3. Rakon's rights pursuant to clause 10.1 and clause 10.2 are in addition to any other rights and remedies that Rakon may have under the circumstances, whether pursuant to this SPA or under relevant law.
- 10.4. Without limiting the generality of clause 10.3, if the Supplier's Products contain a latent defect or non-conformity that goes undetected by the Supplier and Rakon, or if the Supplier's Products prove to be unreliable in actual usage, Rakon may recover from the Supplier any damages that Rakon incurs to its customers as a consequence thereof. Rakon may credit such damages against the purchase price or any other sums due the Supplier.
- 10.5. Rakon may, in its discretion and with the Supplier's agreement, carry out remedial work on defective or non-conforming Products. All of Rakon's reasonable costs for such remedial work shall be reimbursed by the Supplier or deducted from the purchase price.
- 10.6. Rakon may, in its discretion, allow the Supplier to deliver replacement Products in exchange for the returned Products. The Supplier shall use its best efforts to ship such replacement Products immediately.
- 11. Manufacturing Location Change, Product Change and Product Discontinuance**
- 11.1. In the event that the Supplier intends to close or change the manufacturing location of any Products, the Supplier shall give Rakon notice in writing to that effect. The Supplier shall give Rakon twelve months' notice in respect to Products for the automotive market and six months' notice in respect to all other Products. The Supplier shall also provide with such notice adequate assurance, including a comprehensive plan, detailing how the Supplier intends to meet its performance obligations and deliver conforming Products as required under this SCMA. In the event that the Supplier fails to provide such written notification and adequate assurance confirming that it will meet its obligations under this SCMA, Rakon at its option may terminate this SCMA in whole or in part without obligation or liability of any kind whatsoever to the Supplier and without waiving any other rights or remedies under this SCMA, at law or in equity. Rakon shall be entitled to recover all costs that it reasonably incurs as a result of the Supplier's breach of its obligation hereunder.
- 11.2. The Supplier shall notify Rakon of any change which affects the form, fit, function, process, design, manufacturing, component, component suppliers or packaging of the Products. The Supplier shall not make any such change without prior written notification and approval from Rakon. To allow Rakon sufficient time to fully qualify any such changes, the Supplier shall provide a minimum of twelve months' notice in respect to changes in Products for the automotive market and a minimum of six months' notice in respect to changes in all other Products. The Supplier must allow for this contingency in its change implementation timing.
- 12. Continuity of Supply**
- 12.1. The Supplier shall give Rakon at least twelve months notice if the Supplier intends to change the technical specifications of the Products or discontinue manufacturing the Products, whether temporarily or permanently. The purpose of such notice is to ensure Rakon a continuity of supply.
- 12.2. During such twelve month notice period, Rakon may issue purchase orders for delivery of Products within a period not to exceed twelve months from the date of each such purchase order. If this SPA is cancelled or terminated during such twelve month notice period, the parties shall continue to honour their obligations under this clause and this SPA shall apply to any purchase orders issued by Rakon pursuant to this clause.
- 13. Cancellation of Purchase Order for Cause**
- 13.1. Rakon may cancel any purchase order, in whole or in part, in the event that (a) the Products are delivered late; (b) the Products do not conform to the agreed specifications; or (c) the Products are defective.
- 13.2. In the event that Rakon cancels a purchase order pursuant to clause 13.1, it shall be entitled to recover its reasonable costs and damages incurred as a consequence of the Supplier's failure to deliver on a timely basis Products that were free of defects and that conformed to the agreed specifications.
- 13.3. Rakon reserves the right to offset against sums due to the Supplier the value of any claims that Rakon may have against the Supplier, or damages that Rakon has incurred, or is likely to incur, pursuant to this clause 13.
- 14. Cancellation of Purchase Order for Convenience**
- 14.1. Rakon reserves the right to cancel for convenience any purchase order, in whole or in part, or reschedule the delivery dates, without penalty, provided Rakon gives the Supplier written notice thereof as provided in Schedule A.
- 14.2. Rakon reserves the right to cancel for convenience any purchase order, in whole or in part, without giving the required notice as provided in Schedule A. In such event, Rakon shall reimburse the Supplier for its actual out-of-pocket costs (but not lost profits) including (a) the price of any Products that the Supplier shall have already manufactured in respect to such purchase order before the date of Rakon's cancellation notice, (b) the Supplier's labour and material costs incurred to manufacture work-in-progress in respect to such purchase order before the date of Rakon's cancellation notice; (c) the cost of unused materials including materials not yet delivered to the Supplier but subject to non-cancelable purchase orders placed by the Supplier; and (d) machinery set up costs and other reasonable incidental costs actually incurred by the Supplier. The foregoing shall constitute the total sum that Rakon shall pay to the Supplier if Rakon cancels a purchase order without giving the required notice.

**15. Cancellation of SPA**

- 15.1. Either party shall have the right to cancel this SPA at any time, for cause, if the other party is in default of any provision thereof, and fails to remedy such default within 10 days of notice thereof. In such event, the defaulting party shall reimburse the other party for its damages resulting from such default, including the other party's reasonable legal fees and expenses.
- 15.2. Either party may, at its option, cancel this SPA immediately if the other party suffers or permits the appointment of a receiver or liquidator of its assets, or otherwise seeks relief pursuant to any insolvency or bankruptcy law.
- 15.3. The party who cancels this SPA shall have the option to cancel any confirmed purchase orders that are then outstanding on the date of cancellation or to require such confirmed purchase orders to be completed in accordance with their terms. If the cancelling party elects to complete the confirmed purchase orders, the parties shall honour their obligations in respect to such confirmed purchase orders in accordance with the terms of this SPA.

**16. Reclamation of Rakon Property in the Event of Cancellation or Insolvency**

- 16.1. Upon the cancellation or termination of this SPA by either party, or in the event of the Supplier's insolvency, Rakon shall be entitled to immediately reclaim any of its property, both personal and intellectual, then in the Supplier's possession and, if necessary, enter upon the Supplier's premises for that purpose. Such property shall include, without limitation, finished Products, raw materials and components, Rakon Equipment (as defined in clause 17.1), drawings, specifications and other technical documentation (*hereinafter collectively the "Rakon Property"*).

**17. Documentation and Tools**

- 17.1. This clause 17 shall apply in circumstances where Rakon has provided the Supplier with documentation or Rakon has paid the Supplier for tools, jigs, fixtures and test equipment (*hereinafter collectively the "Rakon Equipment"*).
- 17.2. The Rakon Equipment shall be identified as the "property of Rakon" and listed in the Supplier's tooling record as such.
- 17.3. Any Rakon documentation and Rakon Equipment are the exclusive property of Rakon and shall only be used by the Supplier for the manufacture of Products for Rakon.
- 17.4. Each item of the Rakon Equipment shall be registered and marked with Rakon's name, description, part number(s), revision, or a mutually agreed identification number and date of manufacture. A copy of this register shall be available to Rakon upon request.
- 17.5. The Supplier shall maintain a tooling register recording tooling part number(s) and description, quantity manufactured, date last manufactured and remaining tool life. A copy of this register shall be available to Rakon upon request.
- 17.6. The Supplier shall inspect, maintain, calibrate and store the Rakon Equipment according to mutually agreed documented procedures in order to detect and prevent deterioration. A copy of the documented procedures shall be available to Rakon upon request.
- 17.7. The Rakon Equipment shall be insured by the Supplier, and may not be used, changed, scrapped, sold or disposed otherwise than as directed by Rakon.
- 17.8. Upon termination of this SPA, or at any other time upon the request of Rakon, the Supplier shall return to Rakon the Rakon Equipment and any associated documentation.

**18. Compliance with Law**

- 18.1. The Supplier represents and warrants that the Products comply with all relevant laws, ordinances, regulations and standards.
- 18.2. The Supplier further represents and warrants that, in manufacturing the Products, the Supplier and its contractors have complied with all relevant child labour laws including without limitation, national laws implementing the Minimum Age Convention, 1973 (No. 138) adopted on 26 June 1973 by the General Conference of the International Labour Organisation, and entered into force on 19 June 1976, and all amendments thereto.
- 18.3. The Supplier, at its cost, shall obtain any required permits, licences, certifications, authorisations or other regulatory compliances for the Products.

**19. Hazardous Materials and RoHS Compliance**

- 19.1. The Supplier shall notify Rakon of any Product which contains material that may be hazardous or injurious to the health or physical safety of persons even though said hazard or injury may only occur due to mishandling or misuse of the article. In addition, the Supplier shall identify the hazardous or injurious material and notify Rakon of the effects of such material on human beings and the physical manifestations that could result. For each article so identified, the Supplier shall supply Rakon appropriate warning labels or instructional material for persons coming into contact with such hazardous material.
- 19.2. The Supplier shall also notify Rakon of any Products ordered by Rakon that are not in full compliance with applicable laws relating to the use, production, sale or disposal of hazardous materials, including without limitation the European Union Directives on waste electrical and electronic equipment (WEEE) and the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS).
- 19.3. The Supplier shall notify Rakon of any Products that exceed maximum allowable levels under RoHS. The Supplier shall furnish Rakon a certificate of compliance in respect to the Supplier's obligations under RoHS.
- 19.4. Upon Rakon's request, the Supplier shall submit and present Rakon with the testing reports after the Products have been examined by reputable laboratories. In the event of any indication that the Products may endanger human beings and/or the

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environment, or otherwise do not comply with applicable laws, the Supplier will immediately inform Rakon and take all necessary actions to prevent such occurrence.

**20. Indemnities**

- 20.1. Subject to clause 20.3, the Supplier indemnifies and holds Rakon harmless against all claims, whether for personal injury, property damage or otherwise, arising out of the Products supplied by the Supplier.
- 20.2. Subject to clause 20.3, the Supplier indemnifies and holds Rakon harmless against all claims that the Products infringe the intellectual property rights of a third party.
- 20.3. The Supplier's indemnities in clause 20.1 and clause 20.2 shall not apply in circumstances where the Supplier manufactures Products to Rakon's proprietary specifications and such Products (a) conformed to such specifications, and (b) were not defective.

**21. Insurance**

- 21.1. The Supplier shall carry public and products liability insurance with a US\$5,000,000 limit. The Supplier shall furnish evidence of insurance coverage to Rakon upon request.
- 21.2. The Supplier shall carry casualty and materials damage insurance covering loss or damage to the Rakon Property in the Supplier's care, custody or control. Such insurance shall cover the full replacement value of such Rakon Property. Evidence of insurance coverage shall be furnished to Rakon upon request.

**22. Variations**

- 22.1. At any time before delivery, Rakon may request variations in a purchase order. Such request shall include a full and accurate description of the variations. The Supplier shall notify Rakon whether it can make the variations, when it can make the variations and whether the variations will increase or reduce the purchase price. No variations shall be permitted unless both parties agree to them in writing.

**23. Confidentiality**

- 23.1. "Confidential Information" means all non-public information that either party (herein the "Disclosing Party") may, from time to time, disclose to the other party (herein the "Receiving Party"). "Confidential Information" includes the Disclosing Party's business plans, concepts and ideas for new products, customer information, designs, drawings and specifications, inventions, know-how, relationships with other suppliers and their confidential information, financial information, forecasts, market research, marketing information, new product ideas, patent information, product enhancements, production information, quality standards, intellectual property, prototypes, samples and models, research and development, software, technical information and trade secrets. This SPA shall also be deemed to be "Confidential Information".
- 23.2. Consistent with the close working relationship that Rakon wishes to establish with the Supplier, each party shall be disclosing Confidential Information to the other party. The Receiving Party shall use all reasonable endeavours to protect the Disclosing Party's Confidential Information from unauthorised disclosure to third parties.
- 23.3. If the Supplier is the Receiving Party, it shall use Rakon's Confidential Information solely for the purpose of supplying the Products to Rakon. The Supplier shall not use the Confidential Information to supply products to anyone but Rakon.
- 23.4. Under no circumstance shall the Receiving Party use the Disclosing Party's Confidential Information in a manner that would be detrimental to the Disclosing Party's business or to the Disclosing Party's competitive disadvantage.
- 23.5. The Receiving Party shall return the Disclosing Party's Confidential Information to the Disclosing Party, upon request.
- 23.6. The Receiving Party's obligations under this clause 23 shall survive the termination of this SPA until such time as all Confidential Information of the Disclosing Party disclosed hereunder becomes publicly known and made generally available through not action or inaction of the Receiving Party.
- 23.7. This clause 23 describes the Receiving Party's fundamental obligations to protect the Disclosing Party's Confidential Information from unauthorised use or disclosure. In the case of a particularly sensitive project, the parties agree to sign a standard confidentiality agreement.

**24. Rakon's Intellectual Property**

- 24.1. "Rakon's Intellectual Property" refers to Rakon's materials, ideas and creations forming the basis of its products and components. "Rakon's Intellectual Property" includes Rakon's samples, drawings, designs and layouts, product specifications (including all measurements and dimensions), software (including the source code), all company literature and its brands.
- 24.2. The Supplier shall use Rakon's Intellectual Property solely for the purpose of supplying the Products to Rakon. The Supplier shall not use Rakon's Intellectual Property to supply products to anyone but Rakon. Without limiting the generality of the foregoing, and for the avoidance of doubt, the Supplier shall not use Rakon's Intellectual Property to supply products to any customer or former customer of Rakon. The Supplier shall promptly refer all inquiries from such customer or former customer to Rakon.
- 24.3. The Supplier disclaims any right, title or interest in Rakon's Intellectual Property other than the right to supply Products to Rakon during the term of this SPA. Upon the termination of this SPA, the Supplier shall cease using Rakon's Intellectual Property for any purpose whatsoever.
- 24.4. The Supplier shall at all times respect Rakon's Intellectual Property. The Supplier shall take no action in derogation of Rakon's

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Intellectual Property. Under no circumstance shall the Supplier use Rakon's Intellectual Property in a manner that would be detrimental to Rakon's business or to its competitive disadvantage.

- 24.5. The Supplier shall not modify or adapt Rakon's Intellectual Property to supply products to others. The Supplier shall not use Rakon's Intellectual Property to supply products to others under a different brand.
- 24.6. The Supplier's obligations under this clause 24 shall survive the termination of this SPA.

**25. Term**

- 25.1. This SPA shall start on the date of signature by the parties. If the parties signed on different dates, the start date shall be deemed to be the date of the last party to sign. However, once signed by both parties, this SPA shall apply to any Products sold by the Supplier to Rakon before the start date.
- 25.2. The initial term of this SPA shall be as stated in Schedule A. Either party may give notice of non-renewal at least six months before the end of the initial term in which case termination shall take effect at the end of the initial term. If neither party gives notice of non-renewal, this SPA shall continue for an indefinite period subject to termination by either party on six months notice to the other party.

**26. Alternative Dispute Resolution**

- 26.1. In the event of any dispute arising out of or in connection with this SPA, the parties agree to submit the matter to settlement proceedings under the International Chamber of Commerce (ICC) Alternative Dispute Resolution (ADR) Rules. The parties designate Auckland New Zealand as the place for ADR. All proceedings shall be conducted in the English language.
- 26.2. If the dispute has not been settled pursuant to the said Rules within 45 days following the filing of a Request for ADR or within such other period as the parties may agree in writing, either party may then pursue its remedies through any court having jurisdiction over such dispute.

**27. Governing Law**

- 27.1. New Zealand law shall govern the construction, validity and performance of this SPA, and purchase orders issued hereunder. The Supplier submits to the jurisdiction of New Zealand courts in the event of a dispute.

**28. Assignment and Subcontracting**

- 28.1. The Supplier shall not assign this SPA, or any purchase order issued hereunder.
- 28.2. The Supplier shall not engage subcontractors to manufacture the Products except with Rakon's prior written consent. Any such subcontractor so approved shall assume in writing the Supplier's obligations to Rakon under this SPA, in so far as they apply. Notwithstanding the foregoing, the Supplier shall remain liable for any acts or omissions of its subcontractors.

**29. Entire Agreement**

- 29.1. This SPA completely expresses the relationship between Rakon and the Supplier. As such, it shall prevail over all previous agreements and understandings, whether verbal or written, formal or informal, pertaining to the subject matter hereof.
- 29.2. Any changes or modifications to this SPA shall be valid only if made in writing and signed by both parties.

**30. Performance Review**

- 30.1. The parties shall review their relationship at such frequency as stated in Schedule A. At each performance review, the Supplier and Rakon shall consider ways to facilitate improvements in delivery, quality, cost and volume of business. The parties will also consider future business volume projections.
- 30.2. During a performance review, the parties may agree upon certain amendments to this SPA. In such event, the parties shall incorporate such amendments into a new Schedule C. Such new Schedule C shall form a part of this SPA as of the date that the parties sign it. It shall supersede and replace any terms in the SPA in conflict therewith.

**31. Export and Import**

- 31.1. The Supplier shall be responsible for obtaining and maintaining any export license(s) required for the delivery of the Products to Rakon under this SPA.
- 31.2. If the Supplier is unable to obtain or maintain the export license(s), Rakon may terminate this SPA or any purchase order or part thereof, which may be affected by the aforesaid license.
- 31.3. The Supplier shall issue all documentation which may be required by law, regulation or reasonably requested by Rakon regarding the export, import or re-export of the Products.

**32. Rules of Interpretation**

- 32.1. In the event of a conflict between a term in this SPA and a term in any purchase order, the more specific term shall prevail over the general term.
- 32.2. This SPA shall be binding not only upon the Supplier but upon its parent, affiliates and subsidiaries. The Supplier, for itself, and on behalf of its parent, affiliates and subsidiaries, shall not commit any act or omission in violation of the spirit or intent of this SPA.
- 32.3. Any notice, request, consent, approval, direction, waiver or similar action required by one party to another party shall be in writing and shall be deemed delivered if sent by fax or email to a person to whom the sender could reasonably assume had

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the authority to receive such communication and to take the action required.

32.4. The date of this SPA shall be the date of signature by the last party to sign.