

FTS SOLAR PURCHASE ORDER TERMS & CONDITIONS**1. DEFINITIONS**

A. "Equipment" means systems, including upgrade and conversion kits thereto, that produce the required output per the applicable equipment configuration and system performance Specifications set forth in the equipment Specification for each Equipment model or as otherwise agreed to in writing by both parties.

B. "Item(s)" means any goods provided by Supplier, including Equipment.

C. "Hazardous Materials" means materials that are or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations, and standards

D. "Purchase Order" means a FTC's document setting forth specific Items to be delivered and Release information.

E. "Release" means FTC's authorization for Supplier to provide the Items. The Release is contained in the Purchase Order sent to Supplier.

F. "Spare Part(s)" means any consumable and/or nonconsumable parts, whether procured by FTC from Supplier or a third party.

G. "Specification(s)" means any agreed to purchase Specification(s) for Items to be purchased, including as set forth in the Purchase Order.

2. TERMS & CONDITIONS.

These terms and conditions control the purchase of the goods and services set forth in the accompanying Purchase Order. In the event of any conflict between the Order's specific terms and provisions, including any exhibits or documents attached hereto or incorporated by reference therein, and the standard terms and conditions set forth here, these terms and conditions shall control. These terms and conditions may not be waived or modified except as specifically set forth in writing by FTC.

3. PRICING AND AUDITS

A. The prices set forth in the Purchase Order shall be fixed or declining for the duration of delivery of Items and shall be inclusive of all goods and service taxes, value-added taxes, and other forms of government direct and indirect taxes levied on the provision of or transfer of goods and services.

B. The price charged FTC for any Item shall always be Supplier's lowest price charged to any customer for that

Item or equivalent. If Supplier sells any Item to any customer at a price less than that set forth herein, Supplier shall adjust its price to the lower price for any un-invoiced Item and for all future invoices for such Item. For Items designated as custom Items, for purposes of comparing price under this Section, the price of the Item shall include those Supplier cost components which are generic to the Item as compared to other similar items generally sold by Supplier. Such comparison shall be made to the extent Items have similar characteristics, such as form, fit, function, manufacturing process, or other specific comparison criteria agreed upon by the parties.

C. All applicable taxes, including but not limited to sales/use taxes, transaction privilege taxes, gross receipts taxes, and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges, shall be stated separately on Supplier's invoice. Supplier shall remit all such charges to the appropriate tax authority unless FTC provides sufficient proof of tax exemption. In the event that FTC is prohibited by law from making payments to the Supplier unless FTC deducts or withholds taxes therefrom and remits such taxes to the local taxing jurisdiction, then FTC shall duly withhold such taxes and shall pay to the Supplier the remaining net amount after the taxes have been withheld. FTC shall not reimburse Supplier for such taxes withheld. When Items are delivered within jurisdictions in which Supplier collection and remittance of taxes is required by law, Supplier shall have sole responsibility for payment of said taxes to the appropriate tax authorities. In the event Supplier does not collect tax from FTC, and is subsequently audited by any tax authority, liability of FTC will be limited to the tax assessment, with no reimbursement for penalty or interest charges. Each party is responsible for its own respective income taxes or taxes based upon gross revenues, including but not limited to business and occupation taxes.

D. Additional costs, except those described on the Purchase Order, will not be reimbursed without FTC's prior written approval.

E. FTC reserves the right to have Supplier's records and facilities inspected and audited to ensure compliance with these provisions. At FTC's option or upon Supplier's written demand, such audit will be performed by an independent third party at FTC's expense. However, if Supplier is found to be in noncompliance in any way, Supplier shall reimburse FTC for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor and if conducted by a third party, only Supplier's failures to abide by these Terms and Conditions shall be reported to FTC.

F. In addition, at any time during its performance of this Agreement, Supplier acknowledges FTC, its customers, or

any of their authorized representatives may perform inspection of the Equipment and work in connection therewith, including inspections of Supplier's or its subcontractors' or suppliers' facilities. Supplier agrees to reasonably cooperate with such inspections, including by using reasonable efforts to enlist the cooperation of any applicable subcontractor or supplier. Without limiting the generality of the foregoing, Supplier shall provide access to Failure Modes and Effects Analysis (FMEA) in respect of any Equipment, including internal test data in respect thereof, upon request by FTC.

4. INVOICING AND PAYMENT

A. Prompt payment discounts will be computed from the latest of: (i) the date of delivery of any Items; or (ii) the date a properly filled out original invoice is received by FTC. Payment is made when FTC's check is mailed, or EDI funds transfer initiated. FTC shall at its option either (i) make payment within sixty (60) days and receive a 2% discount from the total invoice, or (ii) make payment within one hundred twenty (120) days of receipt of the proper original invoice or delivery of any Items, whichever is later, at full price and without discount.

B. Original invoices shall be submitted and shall include: Purchase Order number, line Item number, listing of and dates of Items delivered, complete bill to address, description of incidental Items, quantities, unit price, extended totals, and any applicable taxes or other charges. FTC's payment shall not constitute acceptance.

C. Supplier shall be responsible for and hold FTC harmless for all payments to Supplier's vendors or subcontractors utilized in the performance of any services related to the Items.

D. Supplier agrees to invoice FTC no later than one hundred eighty (180) days after shipment of Items. FTC will not be obligated to make payment against any invoices submitted after such period.

5. TERMINATION

A. FTC may terminate any Purchase Order or Release issued, or any part thereof, (i) at any time by giving thirty (30) days written notice of termination to Supplier or (ii) at any time upon immediate notice to Supplier if Supplier is in breach of the Purchase Order or any of these Terms and Conditions or Supplier is bankrupt or subject to an insolvency proceeding. Upon Supplier's receipt of such notice, Supplier shall, unless otherwise specified in such notice, immediately stop all work previously authorized and give prompt written notice to, and cause all of, its suppliers or subcontractors to cease all related work.

B. There shall be no termination charges for Items not yet provided. FTC will be responsible for payment of authorized Items already provided by Supplier but not yet invoiced. Upon payment of Supplier's claims, FTC shall be entitled to all work and materials paid for.

C. Before assuming any payment obligation under this section, FTC may inspect Supplier's work in process and audit all relevant documents prior to paying Supplier's invoice.

D. All of Supplier's indemnification obligations, confidentiality obligations, obligations related to the treatment and protection of FTC's intellectual property, and warranty obligations, and any other obligations herein that would reasonably be necessary to survive in order to give effect to the foregoing shall survive any termination or expiration of the Purchase Order to which these Terms and Conditions relate.

6. SPECIFICATIONS, IDENTIFICATION AND ERRATA

A. Supplier shall not modify the Specification for any Item purchased by FTC hereunder without the prior written approval of FTC.

B. Supplier shall cooperate with FTC to provide configuration control and tracking systems for Items supplied hereunder.

C. Supplier shall provide FTC with an errata list for each Item and shall promptly notify FTC in writing of any new errata with respect to the Items.

7. SCHEDULING AND RELEASES

A. Supplier shall promptly deliver Items as defined by the Release.

B. FTC may place any portion of a Release on hold by written notice which shall take effect immediately upon receipt by Supplier. Releases placed on hold will be rescheduled or terminated by FTC in accordance with Section 5 within a reasonable time.

C. Any forecasts provided by FTC are for planning purposes only and do not constitute a Release or other commitment by FTC. FTC shall have no obligation with respect to the purchase of Items until such Items are specified in an issued Purchase Order which contains specific Release information for specific Items.

8. WARRANTY

A. Supplier represents and warrants that: (i) All Items provided shall be free from defects in design, engineering, material and workmanship, shall be fit for their intended use and shall meet the descriptions, Specifications and

performance standards provided in Purchase Order, (ii) all Items will meet and be in material compliance with any and all applicable laws, (iii) Supplier has the necessary right, title, and interest to provide said Items to FTC, (iv) said Items will be free of liens and encumbrances, and do not infringe any third-party intellectual property rights, (v) it is duly organized, validly existing and in good standing under the laws of its place of formation and is qualified to do business in each other jurisdiction where failure to so qualify would have a material adverse effect on its ability to perform its obligations under the Purchase Order, (vi) the execution, delivery and performance of the Purchase Order by it have been duly authorized by all necessary corporate or company action on the part of Supplier and do not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Supplier or any other party, (vii) the Purchase Order has been duly executed and delivered by Supplier and constitutes the legal, valid and binding obligation of Supplier, enforceable against Supplier in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and by general equitable principles, (viii) no action relating to the insolvency, liquidation or suspension of payments of Supplier has been taken, (ix) no governmental authorization, approval, order, license, permit, franchise or consent, and no registration, declaration or filing with any governmental authority is required on the part of Supplier in connection with the execution, delivery and performance of the Purchase Order and these Terms and Conditions, except those which have already been obtained or which such Party anticipates will be timely obtained in the ordinary course of performance and before being required by applicable law, (x) the execution, delivery and performance by such Party of this Contract will not conflict with or cause any default under its organizational documents, any indebtedness or other obligation of such Party or any other contract to which Supplier is a party or by which it or its properties may be bound or any applicable law governing Supplier or its performance hereunder, (xi) there are no actions, suits, proceedings or investigations pending or, to Supplier's knowledge, threatened in writing against it or its Affiliates at law or in equity before any court or governmental authority that individually or in the aggregate could materially and adversely affect such Party's ability to perform its obligations under this Contract and (xii) Supplier is acting in accordance with applicable laws in all material respects.

B. All Items purchased by FTC are subject to inspection and test "Source Inspection" before being allowed to ship from Supplier's factory. Source Inspection requirements will be described in the Specification unless agreed otherwise in writing by the parties. Supplier shall be responsible for Source Inspections and shall provide FTC with written

certification that Items tested have passed Source Inspection and comply in all respects with the requirements described in the Specification. FTC may participate, as it deems necessary, in Source Inspections. If any inspection or test is made on Supplier's premises, Supplier shall provide FTC with reasonable facilities and assistance at no additional charge. (i) Notwithstanding any Source Inspection or testing at Supplier's premises, all Items purchased by FTC are subject to FTC's inspection and test (qualification) before final acceptance at FTC's premises or the premises of FTC's customers. Final acceptance requirements are described in the Specification unless agreed otherwise in writing by the parties. Items rejected by FTC as not conforming to the Specification may be returned to Supplier at Supplier's risk and expense and, at FTC's option, such Item shall be immediately repaired or replaced.

C. Acceptance and/or inspection by FTC shall in no event constitute a waiver of FTC's rights and remedies with regard to any subsequently discovered defect or nonconformity, including any breach of warranty hereunder. Supplier shall either (i) promptly correct any non-conforming or defective Items or the impacts of any breach of warranty hereunder at no additional cost to FTC or (ii) at FTC's option, Supplier shall promptly repair, replace, or refund the amount paid for such Items. In either case, Supplier shall pay to FTC all incidental and consequential damages arising from any such defect or nonconformity or the breach of any warranty hereunder. Supplier shall bear the cost of shipping and risk of loss of all defective or nonconforming Items while in transit.

9. CONFIDENTIALITY AND PUBLICITY

A. Either party may have or may be provided access to the other's confidential information and materials. Additionally, Supplier may be engaged to develop new information and materials for FTC, or may develop such information in the course of providing Items to FTC, which information will become, upon creation, FTC's confidential information unless otherwise previously agreed in writing. Provided information and materials are marked in a manner reasonably intended to make the recipient aware, information or materials are of a type or nature that the recipient should reasonably believe are to be kept confidential, or the recipient is sent written notice within forty eight (48) hours of disclosure, that the information or materials are "Confidential", each party agrees to maintain such information in accordance with these terms and conditions, any separate non-disclosure agreement, confidentiality agreement or similar agreement entered into between the parties (a "Separate NDA"), in each such Separate NDA shall remain in full force and effect and be binding upon the parties from and after the date hereof. If

the provisions of this Section 9 conflict with any Separate NDA, the terms of the Separate NDA shall control for all purposes. At a minimum each party agrees to maintain such information in confidence and limit disclosure on a need to know basis, to take all reasonable precautions to prevent unauthorized disclosure, and to treat such information as it treats its own information of a similar nature, until the information becomes rightfully available to the public through no fault of the non-disclosing party. Supplier's employees who access FTC's facilities may be required to sign a separate access agreement prior to admittance to FTC's facilities. Supplier shall not use any of the confidential information created for FTC other than for FTC.

B. Neither party will disclose the existence of this Purchase Order, nor any of its details, or the existence of the relationship created by this Purchase Order, to any third party without the specific, written consent of the other. Neither party may use the other party's name or trademarks in advertisements, brochures, banners, letterhead, business cards, reference lists, or similar advertisements without the other's written consent.

10. INTELLECTUAL PROPERTY INDEMNIFICATION:

A. Supplier shall indemnify and hold FTC and its customers harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right arising out of the use or sale by FTC or FTC's customers of Items or FTC's products manufactured using the Item(s) or containing the Item(s), irrespective of whether FTC furnishes any specifications to Supplier, except as otherwise provided in this paragraph. FTC shall notify Supplier of such claim or demand and shall permit Supplier to reasonably participate in the defense or settlement thereof. If an injunction issues as a result of any claim or action, Supplier agrees at its expense and FTC's option to either: (i) procure for FTC and FTC's customers the right to continue using Items; (ii) replace them with non-infringing Items; (iii) modify them so they become non-infringing; or (iv) refund to FTC the amount paid for any Items returned to Supplier or destroyed. Regardless of which of the foregoing remedies is effected, Supplier shall pay to FTC rework expenses and incremental costs incurred by FTC to procure alternative products required to fill orders placed by FTC and accepted by Supplier as of the effective date of the injunction. This indemnification shall not apply to the extent custom Items are manufactured to FTC's detailed design, unless otherwise provided in an agreement between the parties.

B. FTC shall defend, indemnify, and hold Supplier harmless from any costs or expenses arising from a rightful claim of infringement by a third party, where FTC furnishes and

requires Supplier to use detailed specifications for the process of manufacturing the Item(s), and such infringement claim would not have occurred but for complying with such detailed specifications. Notwithstanding the foregoing, FTC shall have no liability to Supplier hereunder, if Supplier knows, or through the exercise of reasonable due diligence should have known, that the required manufacturing specification(s) infringe or potentially infringe another party's intellectual property rights.

C. The foregoing provides the entire set of obligations and remedies flowing between FTC and Supplier arising from any intellectual property claim by a third party.

11. HAZARDOUS MATERIALS

A. If Items provided hereunder include or use Hazardous Materials, Supplier represents and warrants that Supplier and its personnel understand the nature of and hazards associated with the design and/or use of the Items including handling, transportation, and use of such Hazardous Materials, as applicable to Supplier. Prior to causing Hazardous Materials to be on FTC's property, Supplier shall obtain written approval from FTC's site Environmental/Health/Safety organization. Supplier will be fully responsible for and will indemnify FTC from any liability resulting from the actions of Supplier or its contractors in connection with: (i) providing Items containing or comprising Hazardous Materials to FTC; and/or (ii) the use of such Hazardous Materials in providing services related to the Items to FTC.

B. Supplier will timely provide FTC with material safety data sheets and any other documentation reasonably necessary to enable FTC to comply with applicable laws and regulations.

C. Supplier warrants that Items supplied to FTC comply with FTC's environmental and safety policies and procedures, and do not contain and are not manufactured with any ozone depleting substances, as those terms are defined by law.

12. INSURANCE

A. Without limiting or qualifying Supplier's liabilities, obligations, or indemnities otherwise assumed by Supplier pursuant to these Terms & Conditions, Supplier shall maintain, at its sole cost and expense, with companies reasonably acceptable to FTC, Commercial General Liability and Automobile Liability Insurance with limits of liability not less than USD\$1,000,000.00 per occurrence and including liability coverage for bodily injury or property damage (1) assumed in a contract or agreement pertaining to Supplier's business and (2) arising out of Supplier's Items or work. Supplier's insurance shall be primary, and any applicable

insurance maintained by FTC shall be excess and non-contributing.

B. Supplier shall also maintain statutory Workers' Compensation coverage in the amount required by law, and Employers' Liability Insurance in the amount of USD\$1,000,000.00 per occurrence.

C. If Supplier is providing any professional service to FTC in connection with the Items, Supplier shall maintain Professional Liability Insurance (including errors and omissions coverage) with liability limits not less than USD\$1,000,000.

D. All the foregoing insurance policies required of Supplier shall (i) include a waiver of subrogation in favor of FTC and its employees; and (ii) name FTC as an additional insured. Supplier shall provide FTC with properly executed Certificate(s) of Insurance prior to commencement of performance of this Agreement and shall notify FTC, no less than thirty (30) days in advance, of any reduction or cancellation of the above coverage.

13. COMPLIANCE WITH LAWS AND RULES

A. Supplier shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, export, and/or sale of Items. Supplier shall comply with the EICC Code of Conduct and all environmental, safety, health, labor and ethics laws and regulations at national, regional, and local levels. Neither Supplier nor any of its subsidiaries will export/re-export any technical data, process, or product directly or indirectly (including the release of controlled technology to foreign nationals from controlled countries), to any country for which the United States government or any agency thereof requires an export license or other government approval without first obtaining such license. Supplier hereby represents and ensures that it does not and will not supply to FTC any conflict minerals (materials that directly or indirectly finance or benefit armed groups in the Democratic Republic of Congo (DRC) and adjoining countries), including Tantalum (Ta), Tin (Sn), Tungsten (W), and Gold (Au). Supplier further agrees it will inform all its own suppliers of this policy and undertake to ensure that such policy is complied with by its own suppliers. FTC shall have the right to audit Supplier's compliance with this provision at any time.

B. If Supplier performs any services or delivers any goods on FTC's premises or the premises of FTC's customers, Supplier agrees to comply with all of FTC's safety and security relations and all other pertinent safety regulations imposed by law and (b) provide FTC with evidence of insurance in accordance with the minimum limits required by FTC. Supplier and its assigns, employees, representatives,

subcontractors, and agents agree to comply with all directives of FTC's supervisory personnel and further agree not to interfere with any of FTC's operations. Noncompliance with the foregoing may, at FTC's option, result in cancellation of this Order for cause.

C. Supplier agrees to comply with the anti-bribery and books and records provisions of the Foreign Corrupt Practices Act ("FCPA"), the principles set out in the Organization for Economic Cooperation and Development Convention Combating Bribery of Foreign Public Officials in International Business Transactions ("OECD Convention"), and with all local laws prohibiting bribery and similar unethical business practices, and with FTC's policies and procedures related to the same that have been made available to you ("FTC Policy"). Supplier represents and warrants that, in connection with the business project that is the subject of this agreement, it has not paid, offered, promised or authorized, directly or indirectly, a payment of anything of value in violation of the FCPA, the OECD Convention, local law, or FTC Policy. Supplier certifies that it is not a foreign official (which includes being an officer, employee, or representative of any foreign government, department, state-owned, state-controlled, or state-operated entity, or a public international organization, of any political party, or being a foreign political candidate). A payment, offer, promise or authorization that is prohibited under this clause constitutes a material breach of the Agreement and FTC may, in its sole discretion, terminate this Agreement immediately upon written notification to Supplier. Supplier agrees to hold FTC harmless for any monetary harm or damages it suffers as a result of Supplier's actions in violation of the FCPA, the OECD Convention, or local law, and further agrees to indemnify FTC for any liability imposed as a result of Supplier's violation of the FCPA or local law. Supplier agrees to permit FTC reasonable and timely access to its books and records and facilities as may be necessary to ensure compliance with the books and records provisions of the FCPA, the OECD Convention, or to monitor compliance with this clause 13.

14. GENERAL INDEMNIFICATION Supplier shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold FTC harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including reasonable attorney's fees), which FTC may hereafter incur, become responsible for, or pay out as a result of: (i) death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any cleanup costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused any negligent or willful acts, errors, or omissions by Supplier,

its employees, officers, agents, representatives, or subcontractors or dangerous defects in Items, (ii) any violation of law by Supplier its employees, officers, agents, representatives, or subcontractors or (iii) arising out of any breach by Supplier of these Terms and Conditions (including the warranties set forth herein), the Purchase Order or any related documentation, including any claims made against FTC by FTC's customers or other third parties for delay liquidated damages, other liquidated damages, general damages for late delivery, damages related to quality or warranty, or otherwise, each to the extent arising out of any such breach of Supplier.

15. RELATIONSHIP BETWEEN THE PARTIES

The relationship of the parties hereto is that of independent contractors. Nothing in any Purchase Orders issued hereunder shall be construed as creating any employment relationship, partnership, joint venture, or agency between the parties. FTC is not subject to any exclusivity obligations with Suppliers and is free to and shall not be restricted from procuring items or equipment from other manufacturers or suppliers, including those that are the same as or similar to the Items and the Equipment.

16. OWNERSHIP AND BAILMENT RESPONSIBILITIES

A. Any Specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, test equipment, and other materials furnished or paid for by FTC shall: (i) be kept confidential; (ii) remain or become FTC's property; (iii) be used by Supplier exclusively for FTC's orders; (iv) be clearly marked as FTC's property and segregated when not in use; (v) be kept in good working condition at Supplier's expense; and (vi) be shipped to FTC promptly on demand.

B. Supplier shall insure FTC's property and be liable for loss or damage while in Supplier's possession or control, ordinary wear and tear excepted.

17. DEVELOPMENTS AND INTELLECTUAL PROPERTY

A. Supplier represents and warrants that Supplier has no outstanding agreement or obligation that is in conflict with any of the provisions of these Terms and Conditions, or that would adversely affect Supplier's performance hereunder or FTC's exclusive right to Developments (defined below), and Supplier agrees that Supplier shall not enter into any such conflicting agreement while supplying the Items.

B. Supplier agrees that all works of authorship, inventions, improvements, developments, and discoveries conceived, made, or discovered by Supplier, solely or in collaboration with others, in the course of development of Items for FTC hereunder as well as all patents, copyrights, trade secrets, trademarks, and other intellectual property rights therein

and thereto (collectively, "Developments"), are the sole property of FTC. Supplier agrees to assign (or cause to be assigned) and does hereby assign fully to FTC all such Developments.

C. Supplier agrees to assist FTC, or its designee, at FTC's expense, in every proper way to secure FTC's rights in the Developments, including the disclosure to FTC of all pertinent information and data with respect thereto and the execution of all applications, Specifications, oaths, assignments, and all other instruments which FTC may deem necessary in order to apply for and obtain such rights and in order to assign and convey to FTC, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to such Developments. Supplier further agrees to assist FTC in enforcing all patents, trademarks, copyrights, trade secrets, or other ownership rights to protect FTC's exclusive interest in Developments.

D. FTC acknowledges and agrees that Supplier shall retain sole and exclusive ownership of, and/or unrestricted right to license, any invention, improvement, development, concept, discovery, or other proprietary information owned by Supplier. ("Supplier IP"). Notwithstanding the foregoing, Supplier agrees that if in the course of developing the Items, Supplier incorporates any Supplier IP into any Development developed hereunder, FTC is hereby granted and shall have a nonexclusive, royalty free, perpetual, irrevocable, worldwide license, including the right to sublicense, under any such Supplier IP to make, have made, use, import, prepare derivative works of, reproduce, have reproduced, perform, display, offer to sell, sell, or otherwise distribute such invention, improvement, development, concept, discovery, or other proprietary information as part of or in connection with such Development. E. Supplier represents, warrants, and agrees that it will not incorporate any third-party intellectual property into any Development or deliverable provided hereunder without notifying and obtaining the prior written approval of FTC. F. Supplier hereby waives any and all moral rights, including the right to identification of authorship or limitation on subsequent modification, that Supplier (or its employees) has or may have in any invention, materials, or other deliverables assigned to FTC hereunder. G. Supplier warrants that: (1) all of its employees or contractors who perform work for it hereunder will have entered into written agreements with Supplier which ensure that the work they do is subject to the terms and conditions of this Section 17; and (2) it will not incorporate any developments into deliverables to be provided to FTC which contain intellectual property not assignable or licensable to FTC as provided in this Section 17, without FTC's prior written consent.

18. GOVERNING LAW AND JURISDICTION; LANGUAGE. The Purchase Order and these Terms and Conditions and all

claims arising out of or relating to the same and the transactions contemplated hereby shall be governed by the laws of the State of New York, without regard to any conflicts of law principles that would result in the application of any law other than the law of the State of New York. The Convention on the International Sale of Goods shall not apply to the Purchase Order and these Terms and Conditions.

Any dispute under the Purchase Order or these Terms and Conditions shall be finally settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) then in effect (the “Rules”), except as modified herein and unless the Parties agree otherwise in writing. The place of Arbitration shall be New York, New York or, if elected by FTC, Hong Kong. The award shall be in writing and shall be a reasoned award, and shall be final and binding upon the parties, and shall be the sole and exclusive remedy between the parties regarding any disputes hereunder or under the Purchase Order. Judgment upon any award may be entered in any court having jurisdiction.

The Purchase Orders and these Terms and Conditions are drafted in the English language and any translation of them is done for convenience purposes only and shall not be legally binding. Any notice given or other documents provided under or in connection with the Purchase Orders and these Terms and Conditions shall be in English. The English language version of the Purchase Orders and these Terms and Conditions and any notice or other document relating to the same shall prevail if there is a conflict between the English language version and any other version in a different language. The English version of the Purchase Orders and these Terms and Conditions shall control any dispute arising from or related to the same.