

## General Terms and Conditions of Purchase of AT&S Korea Co. Ltd.

### 1. Applicability of the Terms and Conditions of Purchase

- 1.1. Unless expressly agreed otherwise in writing, the general terms and conditions of purchase (the "Conditions") set forth below, which have been made known to the other party to the contract (the "Supplier"), shall exclusively apply to purchases by AT&S Korea Co. Ltd. ("AT&S KOREA"). Insofar as these Conditions lack applicable provisions, the laws of the Republic of Korea shall apply exclusively. The present Conditions form an integral part of every purchase contract concluded with AT&S KOREA and apply to all future contractual relationships with the Supplier as well as to additional services, if any, and as such constitute a framework agreement for all future legal transactions between AT&S KOREA and the Supplier (collectively the "Parties").
- 1.2. The general terms and conditions of the Supplier, if any ("GTC"), shall not become a constituent part of the contract, even if AT&S KOREA does not expressly object to them. By accepting an order, making an offer or signing a contract with AT&S KOREA the Supplier waives application of the GTC, especially of its defensive clauses. Any other terms and conditions whatsoever, including but not limited to general conditions of sale of the Supplier, conflicting with the Conditions, even if only partially, shall be ineffective in their entirety as between the Parties.
- 1.3. If AT&S KOREA accepts the goods/services without expressly objecting to the conditions of the Supplier as specified in clause 1.2, it shall in no case be deemed that AT&S KOREA has accepted any portion of the GTC.
- 1.4. Modifications of or amendments to these Conditions shall be made in writing signed by the Parties in order to be valid.

### 2. Order, Offer, Purchase Order, Acknowledgement of Order

- 2.1. Every order placed by AT&S KOREA constitutes an independent transaction and requires an individual procedure. Linking an order legally with other orders placed with the Supplier shall only be possible if this has been agreed in advance in a written framework agreement.
- 2.2. Offers shall be non-binding and free of charge or liability to AT&S KOREA. When submitting its offer, the Supplier shall adhere to the quantity, quality and specifications stipulated in the enquiry or invitation to tender or offer of AT&S KOREA and, in case of a deviation it shall explicitly notify AT&S KOREA thereof. The Supplier shall be bound by its offer for three months after receipt of the offer by AT&S KOREA.
- 2.3. Only purchase orders placed in writing shall be binding upon AT&S KOREA. Oral orders and orders placed via telephone or e-mail may only be executed by the Supplier if this has been expressly agreed with AT&S KOREA in writing on a case-by-case basis. Oral agreements shall be subsequently confirmed by AT&S KOREA in writing in order to be legally valid. Purchase orders shall be confirmed and accepted by the Supplier in writing within three working days of receipt of the purchase order, bindingly stating the delivery period demanded by AT&S KOREA in its purchase order. If the Supplier fails to acknowledge the order within three working days of receipt, AT&S KOREA shall be entitled to cancel the order. AT&S KOREA shall be entitled to demand modifications of the delivery item even after the concerned purchase order has been confirmed by the Supplier, in as much as this is appropriate and acceptable for the Supplier. If an amendment to the contract of such a nature is made, appropriate account shall be taken of the effects on both parties, in particular with regard to additional or reduced costs and delivery dates.
- 2.4. Purchase order numbers, reference numbers and the date of letters from AT&S KOREA shall be stated in all correspondences.

### **3. Prices, Payment, Invoice**

- 3.1. The prices shall be determined on the basis of a comprehensible calculation. On demand, the calculation documentation shall be provided to AT&S KOREA for the purpose of verifying adequacy of the prices.
- 3.2. The prices stated in the purchase order or the offer shall be deemed maximum prices. Price reductions due to changes on the procurement market of the Supplier shall be passed on to AT&S KOREA to the full extent. The Supplier shall be obliged to notify AT&S KOREA of any such changes on the procurement market without delay.
- 3.3. Customs duties, taxes, legal fees and transportation costs, expenses for packaging, insurance or other costs which are not stated in the offer or in the purchase order shall be borne by the Supplier. All prices are exclusive of VAT as defined by the Korean Value-Added Tax Act as amended from time to time and shall, unless expressly agreed otherwise, be deemed prices in KRW, and DDP and discharged at the place of assembly and/or use and/or delivery (Incoterms 2000), unless a different shipment term has been agreed upon in writing in an individual case.
- 3.4. The Supplier undertakes to exclusively use environmentally sound packaging materials and keep the costs that may arise for AT&S KOREA in connection with the disposal of such materials as low as possible.
- 3.5. No remuneration or reimbursement (of expenses) for visits by representatives of the Supplier to AT&S KOREA shall be granted by AT&S KOREA. All product presentations, test operations and test runs – even before the contract is signed – shall be free of charge for AT&S KOREA.
- 3.6. Invoices not properly submitted shall not be accepted, shall not effectuate a date when payment becomes due and shall not be deemed received by AT&S KOREA until the date such invoices are corrected. The statutory accounting provisions applicable from time to time shall be observed without exception. The Supplier shall be liable for any additional or consequential costs arising due to incorrect or incomplete invoicing. Clause 2.4. shall apply mutatis mutandis.
- 3.7. AT&S KOREA shall settle invoices within 30 days of complete and faultless fulfilment of the order and receipt of invoice minus a 3% cash discount or within 60 days of receipt of invoice without deduction. If a discount is expressed as a certain percentage, it shall be applied to the quantity actually delivered as well as to amended or renegotiated prices and additional services as specified in clause 2.3. Payment periods commence not earlier than on the date on which the goods arrive on the premises of AT&S KOREA or at the agreed destination.
- 3.8. The mere acceptance (oral or in writing) of goods or services, or payments effected shall neither constitute an acceptance nor a waiver of rights of whatever kind. If the delivery is not fulfilled by the Supplier according to the contract, AT&S KOREA shall be entitled to withhold payment until performance in accordance with the contract.

### **4. Shipment, Packaging, Passing of Risk**

AT&S KOREA shall be informed of every shipment immediately after it has been dispatched by means of a dispatch note which shall be broken down precisely into type, quantity and weight. Dispatch notes, consignment notes, invoices and all other correspondence shall contain the AT&S KOREA purchase order number. AT&S KOREA shall only accept the quantities or units ordered. Excess shipments or short shipments shall only be possible if agreed with AT&S KOREA in advance. Insofar as certificates on tests of materials have been agreed upon, they shall form an essential part of the delivery and shall be enclosed with the delivery together with the delivery documentation.

### **5. Delivery, Delay in Delivery, Place of Performance, Force Majeure**

- 5.1. The Supplier is obligated to deliver the ordered goods in due time and due quantity. AT&S KOREA retains the right to return to the Supplier products delivered before the agreed date or the overdeliveries at the cost and risk of the Supplier. If goods are not returned in case of an early delivery or overdelivery, they shall be stored with AT&S KOREA at the cost and risk of the Supplier until the delivery date. In case of such early delivery, AT&S KOREA reserves the right not to effect any payment until the agreed due date. AT&S KOREA will not accept partial deliveries unless specifically and expressly agreed upon by AT&S KOREA in advance.
- 5.2. A delivery note shall be enclosed with each delivery, which shall contain the complete description and quantity delivered of each delivery item and the AT&S KOREA purchase order number in accordance with the order. Acceptance of goods will be refused without exception if goods are delivered without an appropriate delivery note.
- 5.3. The agreed delivery dates shall be binding. Receipt of the goods at the point of receipt or use specified by AT&S KOREA and timely and effective acceptance shall be relevant to compliance with the delivery date or delivery period. Delivery periods shall commence on the date of the purchase order.
- 5.4. Upon knowledge of the Supplier that an agreed date cannot be met for whatever reason, the Supplier shall immediately inform AT&S KOREA thereof in writing and state the reasons and the probable duration of the delay. The Supplier shall be obliged to reimburse AT&S KOREA for all direct and indirect losses caused by the delay. Acceptance of the delayed delivery by AT&S KOREA shall not imply a waiver of claims for compensation, if any, on grounds of the delayed delivery.
- 5.5. If the agreed delivery date is not met, AT&S KOREA shall, after a reasonable grace period granted, if any, by AT&S KOREA has fruitlessly expired, be entitled to either demand damages for non-performance or to obtain substitute performance from a third party or to rescind the contract.
- 5.6. The Supplier shall be obliged to inform itself sufficiently about all customs and other import regulations of the country for which the goods ordered by AT&S KOREA are intended and to comply with the same by taking appropriate measures.
- 5.7. Unless otherwise expressly agreed upon, the place of performance of delivery obligations shall be the delivery address stated in the purchase order by AT&S KOREA. If no delivery address is stated, the Supplier shall be obliged to ask for the delivery address by contacting the purchase order address before effecting shipment.
- 5.8. Force majeure and labour disputes shall release the Parties from their obligations for the duration of the disruption and to the extent of its effect. The Parties shall be obliged, within the scope of reasonable behaviour, to immediately provide all necessary information and to adjust their obligations to the changed circumstances in good faith. AT&S KOREA shall be fully or partially released from its obligation to accept the goods/services ordered and shall be entitled to rescind the contract if under commercial aspects the goods/services can no longer be used by AT&S KOREA due to the delay caused by force majeure or the labour dispute.

## 6. Acceptance

- 6.1. If the products or services have been supplied in a condition in accordance with the contract and free from defects or shortage or if any defects found have been repaired or if any shortage have been remedied, the products or services shall be accepted by AT&S KOREA. If a test operation has been provided for, acceptance shall take place after specification parameters have been reached and maintained during the entire test period agreed.
- 6.2. In principle, acceptance shall be effected upon signing of the AT&S KOREA acceptance report. A purchase order constitutes an overall performance; defects in parts of it shall entitle AT&S KOREA to refuse acceptance of the entire purchase order. Unless used goods are expressly requested in the purchase order, the Supplier represents and warrants that only brand-new products will be supplied to AT&S KOREA.

- 6.3. The Supplier shall bear the risk of his services until complete acceptance by AT&S KOREA as stipulated in clause 6.2.

## 7. Contractual Penalty

AT&S KOREA shall be entitled, regardless of any fault of the Supplier and regardless of any evidence of an actual loss, to charge the Supplier a contractual penalty of 0.5% for each commenced calendar day of the delay up to a maximum of 15% of the total order sum. The contractual penalty shall be based on the order value of the part that was delivered late, provided that the timely delivered part may be used separately in a commercially reasonable way and is of practical use, which shall be proven by the Supplier. Otherwise, the contractual penalty shall be based on the total order value. AT&S KOREA shall, in particular, be entitled to deduct the accrued contractual penalty from the invoice amount without separate agreement with or prior notification to the Supplier. AT&S KOREA reserves the right to claim the contractual penalty in lieu of performance or to claim damages in addition to the contractual penalty. In case of a delay in delivery affecting the order in whole or in part AT&S KOREA shall be entitled to rescind the contract, or parts of it, after having granted a reasonable grace period in its sole discretion. In case expressly fixed dates are not observed the Parties agree on a contractual penalty of 15% of the total order sum, regardless of any fault of the Supplier and regardless of any evidence of an actual loss. AT&S KOREA reserves the right to assert additional claims for damages. Such contractual penalties shall not be subject to a judicial right of reduction.

## 8. Warranty, Guarantee, Damages, Product Liability

- 8.1. The Supplier shall be liable, in accordance with the statutory provisions, for deficiency in title and quality. The Supplier warrants careful and proper performance of the contract, including but not limited to compliance with the specifications and other provisions on performance laid down by AT&S KOREA in accordance with the latest state of the art, as well as quality and usefulness of the delivery with regard to material, workmanship and design, and of the documents which form part of the delivery (drawings, plans, etc.). The warranty period is 24 months for movables and 60 months for immovables and may be renewed by contract. The periods shall commence on the day after the AT&S KOREA acceptance report as defined in clause 6.2. was signed or upon complete delivery of the goods to AT&S KOREA, whichever is later. If repair for defects is performed, the warranty term shall start to run anew as from the time the defect is repaired. A warranty period for delivery items which could not remain in operation due to defects covered by warranty shall be extended by the period of interruption of operation. The Supplier shall be obliged to remedy all defects occurring during the applicable warranty period at its own risk and expense, failing which AT&S KOREA shall be entitled to repair defects itself or have them repaired by a third party at the Supplier's expense without setting a grace period. Such procedure shall not impair AT&S KOREA's rights based on such defects. It shall be assumed, until the contrary is proved by the Supplier, that the Supplier is liable for defects which exist at the time of delivery provided that the defect becomes apparent within two years of delivery.
- 8.2. The Supplier fully and truly guarantees, on its own behalf and on behalf of its subcontractors and its own suppliers, that all delivered products are in conformity with the order or call-forward notice, complete and free from defects and, in particular, comply with the properties of deliveries and/or services that are usually expected and may have been promised, are mentioned in public statements and are in conformity with samples and specimens and the technical specifications required by AT&S KOREA for the entire warranty period as specified in clause 8.1. In addition the delivered products have to comply with the state of technical knowledge as well as any and all relevant international and respective national quality, environmental, safety and product standards, as amended from time to time; the delivered products shall also comply with all customary generally applicable technical standards (e.g. CENELEC, EN, ETSI, ISO, ITU, Ö-Normen, DIN, VDE, UL, ICAO) and all legislation and governmental regulations applicable to the place of destination. Other rights of AT&S, in particular claims on grounds of warranty or damages, shall remain unaffected.

- 8.3. AT&S KOREA shall not be obliged to inspect the products and notify defects. Written assertion of claims with regard to defects shall suspend the warranty period and interrupt payment periods until the defects have been completely repaired.
- 8.4. AT&S KOREA shall in any case be entitled to cancel the contract in whole or in part, even in case of repairable defects, after having granted a grace period of 14 days for repair of the defects and fruitless expiration of the same. Costs and expenses to be borne by the Supplier in connection with repair of defects shall also include expenses for packaging, freight and delivery, labour costs for assembly and disassembly, travelling expenses and repair of defects at AT&S KOREA's.
- 8.5. Irrespective thereof, the Supplier shall pay damages in the amount of the actual loss incurred by AT&S KOREA, including lost profit. In case a third party, such as a customer of AT&S KOREA, claims damages from AT&S KOREA on grounds of defective or delayed delivery, the Supplier shall be obliged to indemnify and hold AT&S KOREA harmless in this respect, provided that such defective delivery of the Supplier caused the loss even in case of a combination of several causes of damage. AT&S KOREA shall be indemnified and held harmless from and against the total loss, which shall include all costs incurred by AT&S KOREA in or out of court to ascertain the loss, defend against the loss and claim damages.
- 8.6. The Supplier represents and warrants on its own behalf and on behalf of its legal successors that the delivered goods are free from defects, in terms of design, workmanship and instructions. In particular, the Supplier guarantees that no defects whatsoever were detected in the product according to the state of the art at the time the product was put into the market. In the event that defects turn out after acceptance of the products by AT&S KOREA and/or in case it becomes clear that the products no longer comply with the ordered specifications, the Supplier undertakes to take back such defective products and refund the full purchase price. The Supplier undertakes and shall oblige its legal successors to monitor the product on the market. The Supplier shall inform AT&S KOREA without delay if it turns out at a later point in time that certain properties of the product are hazardous. If a claim is asserted against AT&S KOREA, the Supplier undertakes to indemnify and hold AT&S KOREA harmless from and against any claim or loss. Furthermore, the Supplier undertakes to name the manufacturer or importer if requested by AT&S KOREA to do so at any time. In addition, the Supplier shall be obliged to take out appropriate product liability and general liability insurance on the terms reasonably satisfactory to AT&S KOREA. A confirmation from the insurance company shall be submitted upon request by AT&S KOREA.

## **9. Quality assurance**

- 9.1. Deliveries and services must be in compliance with the quality classes stated in the order, at least with the requirements of ISO 9001:2008. If and to the extent that no special quality classes are contained in the order, the delivered goods must be of first-class quality and must be in compliance with applicable safety provisions (laws, regulations, standards, etc.). The Supplier shall also provide and include in the price all those deliveries and services which are necessary for fulfilment of the requirements of AT&S KOREA. Even if not otherwise requested in the purchase order, the Supplier shall deliver brand-new state-of-the-art products.
- 9.2. Supplier shall allow AT&S KOREA or a person designated by AT&S KOREA at any time, even without prior notice, to inform itself about the Supplier's quality management system in the plants and on the premises of the Supplier and to satisfy itself about compliance with and effectiveness of the said measures. These obligations / rights shall also extend to subcontractors and upstream suppliers, if any, who shall be obliged by the Supplier accordingly.
- 9.3. Upon request and in due time before the first delivery of the goods ordered, the Supplier shall submit to AT&S KOREA the results of examinations conducted by an institution or expert acceptable to AT&S KOREA of the contractually agreed quality of the goods, in particular regarding properties listed in the order, as well as unconditional fitness for the designated purpose. If AT&S KOREA so requests, the Supplier shall have such examinations conducted by institutions or experts acceptable to AT&S KOREA at regular intervals, also during the term of the respective order. The examination reports shall be submitted to AT&S KOREA without delay and independent of a request by AT&S KOREA. All costs related to such examinations shall be borne by the Supplier.

## 10. REACH

10.1 According to the European Regulation 1907/2006 concerning the Registration, Evaluation, Authorisation and the Restriction of Chemicals (REACH), manufacturers within the European Union and importers who bring in products (substances, mixtures and articles) have a duty to register for each legal entity compulsorily registrable substances on their own, or in preparations that they produce and/or import in quantities over 1 tonne per year (per manufacturer/importer), unless the substance is exempt from registration.

AT&S Suppliers located in Non-European Union countries undertake to comply with the registration obligations and to deliver only products which have been pre-registered or registered at ECHA (European Chemicals Agency).

In case the Supplier does not fulfil its information, registration and/or authorisation obligations, AT&S is entitled at any time to cancel any orders placed immediately and has the right to refuse any deliveries without charges.

10.2 The identification of substance of very high concern (SVHC – substances of very high concern) is listed in the Candidate List, which is released and periodically updated by the European Chemicals Agency (ECHA). AT&S Suppliers are obliged to regularly check whether substances on the Candidate List are present within the products they produce, import and supply to AT&S. In case of identification of such substances in a weight proportion of more than 0,1%, AT&S Suppliers are obliged to immediately inform AT&S in writing on this.

The Candidate List can be found at [http://echa.europa.eu/chem\\_data/authorisation\\_process/candidate\\_list\\_table\\_en.asp](http://echa.europa.eu/chem_data/authorisation_process/candidate_list_table_en.asp).

Substances of very high concern are going to be included gradually in Annex XIV of the REACH Regulation. Once included in that Annex, they cannot be placed on the market or used after a date to be set unless the company is granted an authorization. AT&S' Suppliers are required to take all measures and steps to get the contained substances authorized by ECHA. AT&S must promptly be informed of all activities related to REACH, as far as those information are relevant for the ability to supply and produce.

## 11. Environmental Related Substances

In AT&S' „Guideline for the Regulation of Environmental Related Substances” (“Guideline”) banned and restricted substances are listed, which have to be observed by AT&S KOREA Suppliers. AT&S KOREA Suppliers are obliged to deliver to AT&S the “AT&S Certification of Environmental Related Substances” (“Certification”), declaring if prohibited and/or avoided substances are included in their products in such case also declaring the concentration.

The Guideline as well as the Certification can be found on AT&S' homepage at <http://www.ats.net/en/index.php/Suppliers/c-13234-Downloadcenter.html>.

## 12. RoHS Conformity

Supplier commits to meet the directive 2002/95/EC Restriction of the use of hazardous substances (RoHS).

The threshold limits of 0.1% for the substances Lead (Pb), Chromium VI (Cr 6+), Mercury (Hg), PBB and PBDE as well as the threshold limit of 0.01% for the substances Cadmium (Cd) must not be exceeded in materials and products purchased by AT&S KOREA.

If an above mentioned substance is contained in a product or material purchased by AT&S KOREA, supplier has to inform AT&S KOREA before delivery in written form.

## 13. Proprietary Rights

The Supplier guarantees that all deliveries are free from proprietary rights of third parties and, in particular, that delivery and use of the delivered products do not and will not infringe patents, licences or other intellectual property or proprietary rights of third parties. The Supplier shall indemnify and hold AT&S KOREA and its customers harmless from and against any infringement claims (including legal costs) raised against AT&S KOREA or its customers by third parties. AT&S KOREA shall be entitled to obtain permission from authorised persons to use the delivery items and services concerned at the Supplier's expense.

#### **14. Ownership Structure**

- 14.1. AT&S KOREA shall acquire unrestricted title to the subject-matter of the delivery after delivery and acceptance. Subsequent changes and adaptations/improvements of the delivery item do not affect the transfer of title. The same shall apply to the documents supplied with the delivery by the Supplier. In addition, AT&S KOREA shall acquire an unrestricted right to use the software supplied. Through delivery the Supplier declares and warrants that it is fully authorised to dispose of the goods and, in particular, that the goods are not subject to an extended retention of title of a third party, unless the Supplier names this third party not later than at the time the contract is signed.
- 14.2. Drawings, sketches, tools, aids, samples, models and the like handed over to the Supplier by AT&S KOREA for the purpose of execution of the order, or financed by AT&S KOREA, shall remain or become the property of AT&S KOREA, as the case may be, and shall not be made accessible by third parties nor used for other purposes or advertising purposes. They shall be marked as property of AT&S KOREA and stored and administered separately. The Supplier shall compensate AT&S KOREA for any depreciation in value or loss. If delivered materials are processed, modified, combined or mixed with other products, AT&S KOREA shall acquire sole ownership of the new item. The Supplier shall store such new items for AT&S KOREA free of charge.
- 14.3. Ownership of and copyright in AT&S KOREA documents which it has handed over to the Supplier shall remain with AT&S KOREA. The documents, including all copies or reproductions, shall be handed over to AT&S KOREA immediately upon request. AT&S KOREA documents shall only be used for the purposes stipulated in the contract. In case of a violation the Supplier shall be liable for the entire loss without any limitation (including non-material damage).

#### **15. Data Protection**

The Supplier shall be obliged to maintain secrecy about the data of which it obtains knowledge and about the results and partial results achieved by it, regardless of the way knowledge of such data was obtained. The Supplier shall be obliged to protect such data from access by third parties and shall instruct its employees to maintain confidentiality accordingly.

#### **16. Environmental Requirements**

- 16.1. Recyclable packaging that is customary in trade shall be taken back by the Supplier at its cost if requested by AT&S KOREA. Austrian suppliers undertake to release themselves from their obligations as laid down in the Austrian Packaging Regulation regarding the packaging of their products via an area-wide collection and recycling system. If AT&S KOREA gives its prior written consent, packaging may also be taken back by the Supplier in exceptional cases with no charges for AT&S KOREA. If the Supplier renders services (e.g. repairs, specialist services, etc.) on the premises of AT&S KOREA, it shall at its own cost collect and dispose of packaging, waste material and waste. The Supplier shall be obliged to notify AT&S KOREA in case the goods contain hazardous substances of unusual kinds or quantities.
- 16.2. AT&S KOREA and the Supplier agree that the Supplier shall take back waste electrical equipment. The Supplier shall bear the costs incurred by collection and disposal of such waste electrical equipment taken back or shall reimburse AT&S KOREA the costs incurred by collection and disposal of such waste electrical equipment.

**17. Miscellaneous Provisions****17.1. Applicable Specifications:**

All applicable Specifications, as amended from time to time, are provided to Supplier by AT&S KOREA at the Pool4Tool Portal.

**17.2. Construction and Specification Documents:**

The Supplier shall not use, reproduce or make accessible to third parties documents made available by AT&S KOREA for manufacturing the delivery item for purposes outside the contract. Upon request, the Supplier shall submit to AT&S KOREA plans, design documents, technical calculations, etc. referring to the delivery item for approval and shall, after such documents have been approved, submit a copy to AT&S KOREA to the extent that AT&S KOREA needs such documents for proper use or repair work. Upon request, the Supplier shall supply AT&S KOREA with records of the most essential spare parts. Approval of such plans, design drawings, technical calculations, etc. shall not affect the warranty obligations of the Supplier. Moulds, tools, artwork masters, etc. invoiced to AT&S KOREA shall become the property of AT&S KOREA upon payment. They shall be stored and insured by the Supplier with no costs for AT&S KOREA and shall be handed over to AT&S KOREA upon request. Any and all construction documentation in connection with manufacturing of goods for special purposes of AT&S KOREA shall become the exclusive property of AT&S KOREA upon delivery and shall not be used by the Supplier for any other purposes than those of AT&S KOREA.

**17.3. Confidentiality:**

The Supplier shall treat conclusion of a contract with AT&S KOREA as confidential and may make reference to business relations with AT&S KOREA in advertising material and lists of references only after receiving written consent from AT&S KOREA. The Parties undertake to treat all commercial or technical details which are not in the public domain and of which they become aware in the course of the business relationship as a business secret. The Supplier shall impose the same obligation on its suppliers. The Supplier shall be liable for every loss, including non-material damage, which AT&S KOREA suffers as a consequence of non-compliance with these provisions by the Supplier and shall pay a minimum contractual penalty of 50% of the total order value or an amount of KRW 320.000 per event of non-compliance, whichever amount is higher.

**17.4. Severability Clause:**

If any of the provisions of these General Terms and Conditions of Purchase is or becomes ineffective, invalid and/or unenforceable, the effectiveness, validity or enforceability of the remaining provisions of these General Terms and Conditions of Purchase shall not be affected.

**17.5. Termination of Contract:**

**17.5.1.** AT&S KOREA may rescind a contract entered into with the Supplier, in whole or in part, at any time. In such a case, the Supplier shall only be entitled to receive the remuneration attributable to services already rendered, including materials used or acquired. Claims of the Supplier going beyond the above shall be excluded.

**17.5.2.** AT&S KOREA may terminate contracts with immediate effect for important reasons, such as, including but not limited to, severe or repeated violation of material contractual obligations by the Supplier, opening of insolvency proceedings over the Supplier's assets, dismissal of an application for opening of insolvency proceedings due to lack of cost-covering assets, petition for reorganisation proceedings, suspension of clearinghouse privileges, or passing on of the contract to third parties without prior written approval by AT&S KOREA. In case AT&S KOREA rescinds the contract for such reasons or other important reasons attributable to the sphere of control of the Supplier, the Supplier shall, in case AT&S KOREA has rescinded the contract entirely, not be entitled to any payment whatsoever, and in case AT&S KOREA has rescinded the contract in part, only to payment as specified in clause 14.4.1. In case third parties assert claims against AT&S KOREA on these grounds, the Supplier shall indemnify and hold AT&S KOREA harmless. In case of a justified rescission of the contract by AT&S KOREA, the Supplier shall bear the costs for returning the goods. The risk of loss or damage shall pass to the Supplier the moment the products are dispatched to the Supplier by AT&S KOREA.



- 17.6. Prohibition to assign:  
The Supplier shall not be entitled to assign its rights and obligations to third parties or to assign its claims vis-à-vis AT&S KOREA to third parties without the prior written consent of AT&S KOREA.
- 17.7. Prohibition to set off:  
The Supplier shall not offset its own claims against the claims of AT&S KOREA. Amounts adjudicated by court and claims expressly acknowledged in writing by AT&S KOREA shall be excluded. AT&S KOREA shall be entitled to offset claims of whatsoever kind against contractual claims of the Supplier.
- 17.8. Legal Succession:  
AT&S KOREA shall be entitled to transfer rights and obligations under the contractual relationship with the Supplier to companies in which AT&S KOREA has a shareholding of more than 25% or to companies which have a shareholding of more than 25% in AT&S KOREA. The Supplier shall not be entitled to terminate a contractual relationship with AT&S KOREA as a result of such a transfer of rights and obligations.
- 17.9. Written Form:  
Any declarations, notifications etc. directed to AT&S KOREA shall be in writing and shall bear the original signature in order to be valid. To the extent these Terms and Conditions of Purchase provide written form, such written form cannot be replaced by electronic form.
- 17.10. Delivery Dates  
Delivery dates shall be deemed fixed dates. In case of delay no grace period or rescission shall be necessary to set off legal consequences in relation to the delay.
- 17.11. Prohibition of child labour:  
The Supplier warrants that the delivered goods were exclusively manufactured without child labour. The Supplier furthermore guarantees that all of its suppliers manufacture their goods and provide their services without making use of child labour.
- 17.12. Prohibition of procurement of conflict metals  
Raw metals used in the electronics industry are, at times, sourced from regions of the world known as "conflict regions". Such are especially regions where mines are controlled by non-government military groups or unlawful military factions where the illegal mine(s) profits have contributed to human rights abuses, severe environmental damage, and theft from citizens. The Supplier is obliged to take appropriate due diligence and continuous monitoring of the supply chain as are reasonably necessary to avoid procurement or use of conflict metals.
- 17.13. Delivery of waste material to recipient of waste  
According to international legislation waste material may only be delivered to recipient or treatment operator who is entitled to collect or treat that kind of waste material. The contracting party guarantees to be covered by a valid authorization during acting as waste material collector or treatment operator for AT&S and to recycle and/or dispose of waste material environmentally compatible.
- 17.14. Applicable Law, Place of jurisdiction:  
Contracts or purchase orders in accordance with these General Terms and Conditions of Purchase shall be exclusively subject to and construed in accordance with Korean law, excluding the conflict of laws rules of the Convention on the Law Applicable to Contractual Obligations (Rome Convention; BGBl. III 1998/208) and the UN Convention on Contracts for the International Sale of Goods dated 11 April 1980 (BGBl. 1988/96).  
All disputes, controversies or differences which arise between the parties, out of or in relation to or in connection with this contract, or for the breach thereof, shall be finally settled by arbitration in Seoul, Korea, in accordance with Arbitration Rules of the Korean Commercial Arbitration Board and under the Laws of Korea. The award rendered by the arbitrator shall be final and binding upon the parties concerned.



In case of disputes the Supplier shall not be entitled to discontinue performance.