

GENERAL - THE SELLER OF PRODUCTS UNDER THESE TERMS AND CONDITIONS SHALL BE LATTICE SG PTE LTD. THE TERMS AND CONDITIONS OF SALE CONTAINED HEREIN APPLY TO ALL QUOTATIONS MADE AND PURCHASE ORDERS ENTERED INTO BY SELLER. TERMS AND CONDITIONS CONTAINED HEREIN MAY IN CERTAIN INSTANCES CONFLICT WITH TERMS AND CONDITIONS AFFIXED TO THE BUYER'S FORM OR PURCHASE ORDER AND/OR SPECIFIED BY BUYER. TERMS AND CONDITIONS PREPRINTED ON BUYER'S FORM OR PURCHASE ORDER, AND OTHER TERMS AND CONDITIONS SPECIFIED BY BUYER, TO THE EXTENT THEY CONFLICT WITH THE TERMS AND CONDITIONS HEREIN, ARE NULL AND VOID. ACCEPTANCE OF BUYER'S OFFER IS EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO THE TERMS AND CONDITIONS CONTAINED HEREIN, WHICH TERMS AND CONDITIONS WILL GOVERN. BUYER MAY ASSENT BY WRITTEN ACKNOWLEDGMENT, IMPLICATION, OR BY ACCEPTANCE OF OR PAYMENT FOR PRODUCTS ORDERED HEREUNDER, ANY ONE OF WHICH WILL CONCLUSIVELY BE DEEMED TO CONSTITUTE ASSENT UNLESS BUYER GIVES WRITTEN NOTICE OF OBJECTION TO SELLER PROMPTLY UPON RECEIPT OF THIS ACCEPTANCE. SELLER'S FAILURE TO OBJECT TO PROVISIONS CONTAINED IN ANY COMMUNICATION FROM BUYER MAY NOT BE DEEMED A WAIVER OF THE PROVISIONS OF THIS ACCEPTANCE. ANY CHANGES IN THE TERMS AND CONDITIONS OF SALE CONTAINED HEREIN MUST BE SPECIFICALLY AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER BEFORE BECOMING BINDING ON EITHER SELLER OR BUYER. IF THIS ORDER IS ALSO COVERED BY ANOTHER WRITTEN CONTRACT SIGNED BY BOTH SELLER AND BUYER, THEN THE TERMS AND CONDITIONS SET FORTH HEREIN APPLY TO THE EXTENT THAT THEY ARE NOT IN CONFLICT WITH SUCH OTHER WRITTEN CONTRACT.

ORDERS - All orders or contracts must be approved and accepted by Seller at its corporate headquarters or such other office as Seller may designate. These terms and conditions of sale are applicable whether or not they are attached to or enclosed with the products sold or to be sold hereunder, and these terms and conditions are applicable to any subsequent modifications to such orders.

PRICE/TAXES - Unless otherwise stated in writing by Seller, all prices quoted are in U.S. dollars, expire 90 days after the date of a quotation, and are exclusive of transportation, insurance, local, excise, value-added, use, sales, property (ad valorem) and similar taxes or duties now in force or hereafter enacted. Buyer agrees to pay all taxes, fees, or charges of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Buyer and Seller, in addition to the prices quoted or invoiced. In the event that Seller is required to collect the foregoing, such amounts will be paid by Buyer unless Buyer provides Seller with a valid tax exemption certificate authorized by the appropriate taxing authority. Buyer agrees to provide Seller with a valid resale certificate for products purchased for resale.

ORDER RESCHEDULING AND CANCELLATION - Buyer may reschedule the delivery of an order for products by giving written notice to Seller at least thirty (30) days prior to the scheduled delivery date for standard products and at least forty-five (45) days prior to the scheduled delivery date for custom products. However, no order may be rescheduled more than three (3) times or for more than ninety (90) days total delay from its original delivery date. Custom products mean products that have been designed, manufactured, marked, programmed, or packaged to Buyer's specifications. Buyer may cancel an order for products by giving written notice to Seller at least forty-five (45) days prior to the scheduled delivery date for standard products and at least sixty (60) days prior to the scheduled delivery date for custom products. Orders for products designated as NCNR (non-cancellable, non-returnable) by Seller may be rescheduled only once by giving written notice to Seller at least forty-five (45) days prior to the scheduled delivery date and for no more than six (6) months total delay from the original delivery date. Orders for NCNR products may not be cancelled.

PAYMENT - Unless otherwise stated, payment is due within thirty (30) days of date of invoice. No discounts are authorized. If shipments are made in installments, each installment will be invoiced as shipped. Invoices that are past due will be subject to late charges at 18% per annum or the maximum rate allowable by law, whichever is less. In the event of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer under bankruptcy or insolvency laws, Seller will be entitled to cancel any order then outstanding and Buyer reimburse Seller for any associated cancellation charges and lost profits. If, in Seller's judgment the Buyer's financial condition at any time does not justify continuing production or shipment on the above payment terms, Seller may change the credit terms provided herein in its discretion, including requiring full or partial payment in advance. Buyer warrants to Seller that it is financially solvent on the date on which it places an order and expects to be solvent on the date of receipt of shipment. Seller reserves and Buyer grants to Seller a security interest in all products until payment has been made, and until then products may not be used by Buyer for securing loans or satisfying other financial obligations. Buyer agrees to promptly execute all documents reasonably requested by Seller to perfect and protect such security interest. In the event Buyer fails promptly to execute such documents, Buyer hereby appoints Seller attorney-in-fact for the sole purpose of executing such documents, which appointment will be a power coupled with an interest and will be irrevocable.

SHIPPING, TRANSFER OF TITLE - Unless otherwise agreed to by Seller, all sales are made FCA, Seller's dock or other shipment point designated from time to time in Seller's sole discretion (Incoterms 2010). Subject to Seller's security interest, title to the products will pass to Buyer when Seller tenders the products to the freight carrier at Seller's named place of shipment. If Buyer does not provide specific shipping instructions, Seller will exercise its own discretion in selecting a freight carrier on behalf of Buyer, the carrier acting as Buyer's agent.

NO IMPLIED LICENSE - This Agreement and the sale of any product hereunder does not convey any title or license to any patent, copyright, trademark, or other proprietary intellectual property rights of Seller. Any software products acquired by Buyer hereunder are not sold, but are licensed to Buyer pursuant to Seller's Software License Agreements. Payment by Buyer of non-recurring charges for special design engineering or production materials does not convey to Buyer the title to either the design or the special materials.

DELIVERY - Delivery dates are approximate and Seller will not be responsible for any claimed damages resulting from late deliveries. Buyer's sole remedy for Seller's delay in delivery or failure to deliver for any reason whatsoever is to cancel the order, and Seller will refund to Buyer any portion of the purchase price prepaid by Buyer for the product. IN NO EVENT WILL SELLER BE LIABLE FOR INCREASED MANUFACTURING COSTS, DOWNTIME COSTS, DAMAGES RELATING TO BUYER'S PROCUREMENT OF SUBSTITUTE PRODUCT (I.E., "COST OF COVER"), LOSS OF PROFITS, REVENUES, OR GOODWILL, OR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In the event of product shortages for any reason whatsoever, Seller may allocate product among its customers.

FORCE MAJEURE - Seller will not be liable for any failure in performance, including without limitation any delay or non-delivery, due to causes beyond Seller's reasonable control, including, but not limited to, acts of God, acts of Buyer, or acts of civil or military authority, wars, riots, priorities, fires, strikes, earthquakes, lockouts, delays in transportation, or lack of materials.

INSPECTION ACCEPTANCE - All products purchased hereunder are subject to Buyer's incoming inspection prior to final acceptance. Failure to notify Seller of any nonconforming shipment, including but not limited to notification with respect to shortage, incorrect parts, or other inconsistencies between the shipment and the enclosed packing list or invoice within thirty (30) days of receipt will be deemed an unqualified acceptance of such shipment. All inspection costs are the responsibility of Buyer.

DISCONTINUATION OF PRODUCT - If Seller knows that production of any product is to be permanently discontinued at any time within (1) year after shipment date, Seller will use reasonable efforts to give Buyer notice of such discontinuance. Seller may re-ship any accepted orders from Buyer for such product provided that Seller prorates the remaining available product among all of the then existing orders for such product.

LATTICE SG PTE LTD ("SELLER") TERMS OF SALE

WARRANTY - Except as otherwise provided herein, Seller warrants that assembled devices of its manufacture, other than engineering samples, will, at the time of shipment and for a period of one (1) year thereafter, conform to Seller's published specifications in effect at time of shipment. Unless otherwise specified, no warranty applies to die sales. Seller warrants that evaluation hardware, including but not limited to, evaluation boards, cables and socket adapters, will, at the time of shipment and for a period of ninety (90) days thereafter, conform to Seller's published specifications at the time of shipment. The sole warranty for Seller's software is as set forth in Seller's applicable Software License Agreement. The liability of Seller under this warranty is limited, at Seller's option, solely to repair the product, to send replacement product, or to make an appropriate credit adjustment or refund in an amount not to exceed the original purchase price actually paid for the products returned to Seller, provided that (a) Seller is promptly notified in writing by Buyer during the applicable warranty period of any defect or nonconformance in the product, (b) Buyer obtains authorization from Seller to return the defective product, (c) the defective product is returned to Seller in accordance with Seller's shipping instructions and at Buyer's risk and expense, and (d) Seller's examination of such product discloses to its satisfaction that any defect or nonconformance actually existed and was not caused by improper use or operation outside of the data sheet specifications for the product, abuse, negligence, improper installation, accident, loss or damage in transit, or unauthorized repair or alteration by a person other than Seller. The aforementioned provisions do not extend to the original warranty period of any product which has either been repaired or replaced by Seller. Engineering samples are not warranted to have been fully tested to all data sheet specifications. Engineering samples are supplied "as is" with no direct or implied responsibility on the part of Seller for their operation within a Buyer application or system. No performance or reliability warranty, expressed or implied, shall apply to engineering samples, nor any right of return, exchange, or upgrade of these devices.

INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY - Buyer warrants that it owns all the rights to the information and processes, including specifications, designs, instructions, and Confidential Information, if any, provided to Seller, and that such items are free of any restrictions, settlements, judgments, or adverse claims. Buyer warrants that it has the full power and authority to supply and to disclose such information to Seller. Buyer warrants that it has not improperly or unlawfully acquired the information and processes submitted to Seller. Buyer agrees to indemnify Seller against, and to hold Seller harmless of and from, any loss, cost, damage, liability, suit, judgment, or expense, including legal fees (collectively, "Harm") arising out of (a) any breach of Buyer's warranties set forth above, or (b) any Harm, in excess of the purchase price paid by Buyer to Seller for products, that Seller may suffer or incur as a result of any claim brought by any third party that purchases or otherwise acquires such products from Buyer. Subject to the limitations hereinafter set forth, Buyer agrees that Seller has the right to defend, or at its option to settle, and Seller agrees, at its own expense, to defend or at its option to settle, any claim, suit, or proceeding (collectively, "Action") brought against Buyer alleging that the products infringe any United States patent. Seller will have sole control of any such Action or settlement negotiations, and Seller agrees to pay, subject to the limitations set forth herein, any final judgment entered against Buyer as a result of such infringement in any such Action defended by Seller. Buyer agrees that Seller at its sole option will be relieved of the foregoing obligations unless Buyer notifies Seller promptly in writing of such Action and gives Seller authority to proceed as contemplated herein, and Seller's expense, good will, and the information and information and assistance for the defense of any such Action. If the claim, suit, or any part thereof, are, or in the opinion of Seller may become, the subject of any Action for infringement of any patent or other intellectual property right, or if a judicial or other governmental authority enjoins the use or distribution of products as a result of an Action defended by Seller, then Seller may, at its option and expense: procure for Buyer the right to distribute or use, as appropriate, the products; replace the products with other suitable products; suitably modify the products; or if the foregoing alternatives cannot be accomplished on a commercially reasonable basis as determined in Seller's sole discretion, require Buyer to return such products and refund the aggregate payments paid therefor by Buyer, less a reasonable sum for use and damage. Buyer will indemnify and hold harmless Seller from and against any and all third party claims arising out of the distribution of products after Seller has required Buyer to return such products or arising out of any exclusions to Seller's indemnification obligations set forth herein. Seller will not be liable for any costs or expenses incurred without its prior written authorization. Notwithstanding the above, Seller assumes all liability for: (a) Any infringement claims (including without limitation combination or process patents) arising out of the combination of a product or use with other hardware, software, or other items not provided by Seller to the extent such infringement would not have occurred absent such combination or use; (b) The modification of the products, or any part thereof, unless such modification was made by Seller; (c) Any infringement claims arising out of Seller's compliance with Buyer's specifications or designs; or (d) use of the products in the practice of a process or claims related to the process or method of making such products. Furthermore, Buyer will defend and indemnify Seller from and against any liability, damages, cost, or expense (including attorney's fees) arising out of any such claim asserted hereunder. Seller's obligation to indemnify Buyer does not extend to any claim, suit, or proceeding related to patents that are necessarily infringed by the manufacture, use, or sale of products that conform to any technical standard adopted by an international organization such as the Electronic Industries Association ("EIA"). **NOT BE LIABLE FOR INCREASED MANUFACTURING COSTS, DOWNTIME COSTS, DAMAGES RELATING TO BUYER'S PROCUREMENT OF SUBSTITUTE PRODUCT (I.E., "COST OF COVER"), LOSS OF PROFITS, REVENUES, OR GOODWILL, LOSS OF USE OR DAMAGE TO ANY ASSOCIATED EQUIPMENT, OR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES BY REASON OF THE FACT THAT SUCH PRODUCTS MAY HAVE BEEN DETERMINED TO BE DEFECTIVE OR NONCONFORMING.**

DISCLAIMER - THE FOREGOING WARRANTIES ARE EXPRESSED IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. SELLER DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, INCLUDING THE IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR SELLER ANY OTHER LIABILITIES. THE FOREGOING CONSTITUTES BUYER'S SOLE AND EXCLUSIVE REMEDY FOR THE FURNISHING OF DEFECTIVE OR NONCONFORMING PRODUCTS AND SELLER WILL NOT BE LIABLE FOR INCREASED MANUFACTURING COSTS, DOWNTIME COSTS, DAMAGES RELATING TO BUYER'S PROCUREMENT OF SUBSTITUTE PRODUCT (I.E., "COST OF COVER"), LOSS OF PROFITS, REVENUES, OR GOODWILL, LOSS OF USE OR DAMAGE TO ANY ASSOCIATED EQUIPMENT, OR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES BY REASON OF THE FACT THAT SUCH PRODUCTS MAY HAVE BEEN DETERMINED TO BE DEFECTIVE OR NONCONFORMING.

PRODUCT SAFETY - Seller's products are not designed, intended, authorized, or warranted for use as components in systems intended for surgical implant into the body, or in other applications intended to support or sustain life, or in any other application in which the failure of Seller's product could create a situation where personal injury, death, or severe property or environmental damage may occur. Should Buyer purchase or use Seller's products for any such unintended or unauthorized application, Buyer will defend, indemnify, and hold Seller and its officers, employees, subsidiaries, affiliates, and distributors harmless against all claims, costs, damages, expenses, and reasonable attorneys' fees arising out of or related to, directly or indirectly, any claim for such damage associated with such unintended or unauthorized use, even if such claim alleges that Seller was negligent regarding the design or manufacture of the product.

EXCLUSIVE REMEDIES - THE REMEDIES PROVIDED HEREIN ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND EXCEPT FOR DAMAGES FOR DEATH OR BODILY INJURY ARISING OUT OF NEGLIGENCE, SELLER WILL NOT BE LIABLE FOR ANY DIRECT DAMAGES, AND UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER ANY DAMAGES ARE BASED ON CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SELLER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING THE FOREGOING, THE REMEDIES THAT WILL BE HELD LEGALLY BINDING ON BUYER BY A COURT OF COMPETENT JURISDICTION UNDER CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY, SELLER'S MAXIMUM LIABILITY (TO THE MAXIMUM EXTENT UNDER APPLICABLE LAW) WILL NOT EXCEED THE APPLICABLE PURCHASE PRICE OF THE SPECIFIC PRODUCTS THAT CAUSED THE DAMAGES OR THAT ARE THE SUBJECT MATTER OF, OR ARE DIRECTLY RELATED TO, THE CAUSE OF ACTION. BUYER AND SELLER ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION HEREIN.

CONFIDENTIAL INFORMATION - Buyer acknowledges that by reason of its relationship to Seller hereunder it will have access to certain information and materials concerning business, plans, customers, technology, and products of Seller and its affiliates that are confidential and of substantial value to Seller, which value would be impaired if such information were disclosed to third parties. If any Confidential Disclosure Agreements have been executed, such Agreements are incorporated herein by reference. "Confidential Information" means any information, technical data, or know-how, including, but not limited to, that which relates to software, developments, inventions, processes, designs, drawings, engineering, or hardware configuration information. Confidential Information includes Confidential Information of a third party which is in possession of Seller and is disclosed to Buyer in confidence hereunder. Buyer agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party, any Confidential Information revealed to it by Seller or its affiliates. Buyer will take every reasonable precaution to protect the confidentiality of such information, including written confirmation of this provision by each of Buyer's employees and agents. In the event of termination of this Agreement, there will be no use or disclosure by Buyer of any Confidential Information of Seller or its affiliates. Unless otherwise indicated in writing by Seller, the obligation to protect the Confidential Information will survive for seven (7) years following the date on which such information is disclosed.

IMPORT AND EXPORT REQUIREMENTS - Buyer will not use, distribute, transfer, transmit, or otherwise export any products or technical information (even if incorporated into other products) acquired hereunder except in compliance with United States, Singapore and all other applicable export laws and regulations ("Export Laws"). If requested by Seller, Buyer agrees to sign written assurances and other export-related documents as may be required for Seller to comply with Export Laws. Buyer agrees to notify Seller promptly in writing if Buyer obtains any written authorization issued by the United States Government to export or re-export the products purchased by Buyer. Unless otherwise authorized by an officer of Seller in writing, Buyer warrants that the products purchased by Buyer (a) will not be used in relation to nuclear, biological or chemical weapons, or missiles capable of delivering these weapons, and (b) will not be re-exported or sold to a third party who is known or suspected to be involved in relation to nuclear, biological or chemical weapons, or missiles capable of delivering these weapons, or to any sanctioned entities. Buyer further warrants that Buyer will comply in all respects with all applicable Export Laws, and Buyer agrees to indemnify and hold harmless Seller and its directors, officers, and employees from any claims, losses, or damages resulting from any failure to so comply. Buyer will, at its own expense, pay for all import licenses and permits, pay customs charges and duty fees, and take all other actions required to accomplish the import of the products purchased by Buyer.

TERM - This Agreement will govern in perpetuity all of Buyer's purchases of products.

GOVERNING LAW AND JURISDICTION - This Agreement and any order issued hereunder will be in all respects governed by the laws of the Republic of Singapore without reference to conflict of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. The parties hereby agree that any dispute relating to the products sold hereunder will be subject to the exclusive jurisdiction and venue of the courts of the Republic of Singapore, and the parties hereby consent to such jurisdiction and venue and waive any objections thereto.

LANGUAGE - This Agreement is made in the English language, which language will be controlling in all respects, and all versions hereof in any other language will not be binding on the parties hereto. All communications and notices to be made or given pursuant to this Agreement must be in the English language. The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, including notices, have been and will be written in the English language only. **THE TERMS AND CONDITIONS SET FORTH HEREIN REPRESENT THE ENTIRE AGREEMENT BETWEEN SELLER AND BUYER WITH RESPECT TO THE SUBJECT MATTER AND BUYER AGREES THAT ALL PRIOR QUOTATIONS, INVOICES, NEGOTIATIONS, UNDERSTANDINGS, REPRESENTATIONS AND/OR AGREEMENTS OF THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF, EXCLUDING SELLER'S SOFTWARE LICENSE, WHETHER ORAL OR WRITTEN, ARE MERGED HEREIN AND SUPERSEDED IN THEIR ENTIRETY. BUYER ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE ON ANY WARRANTY OR REPRESENTATION BY ANY PERSON OR ENTITY EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS SPECIFICALLY SET FORTH HEREIN. NO CHANGE OR MODIFICATION OF ANY OF THE TERMS OR CONDITIONS HEREIN WILL BE VALID OR BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.**

COMPLIANCE WITH LAWS - Buyer and Seller agree that they will comply with the laws, regulations, and administrative rules of all jurisdictions that are applicable to the transactions contemplated herein. Buyer agrees to comply with all applicable data protection laws and regulations, including any consent requirements and/or regulatory filings imposed by applicable law regarding the sharing and/or enabling of Buyer's employees or agents to provide personal information to Seller for purposes of performing this Agreement.

ELECTRONIC DATA INTERCHANGE ("EDI") - Transactions conducted between Buyer and Seller through EDI, or other electronic methods, will be in accordance with these Terms of Sale.

WAIVER - The failure of Seller to enforce at any time or for any period of time the terms and conditions set forth herein are not to be construed to be a waiver of such provision or the right thereafter to enforce each and every provision herein.

SEVERABILITY - If any of the terms or provisions set forth herein are declared to be invalid or unenforceable for any reason, the remaining terms and provisions will remain in full force and effect. Without limitation of the foregoing, in the event that any limitation on direct damages is held to be invalid or unenforceable, Seller will nevertheless not be liable for any indirect incidental, special, consequential, punitive or exemplary damages.

LIABILITY FOR INJURY OR LOSS - Seller will take such steps as may be reasonably necessary to prevent personal injury or property damage during any work hereunder that may be performed by any employees, agents, or subcontractors of Buyer at Seller's plant, and Buyer will indemnify Seller from and against all loss, liability, and damages arising from or caused directly or indirectly by any act or omission of such agents, employees, or subcontractors of Buyer. Buyer will maintain insurance that will protect Seller against the aforementioned risks and against any claims under the Work Injury Compensation Act (Cap. 354) or such relevant laws or regulations. Without limiting the provisions hereof, Seller will not be liable to Buyer or to third parties for liabilities, losses, expenses, or damages (including, without limitation, court costs and attorneys' fees) incurred or suffered by Buyer or third parties resulting from or caused by, the defective or allegedly defective manufacture, assembly, storage, use, or transportation by Buyer or others of any products or of any goods, wares, products, or services incorporating or utilizing any products. Buyer agrees to protect, indemnify, and hold harmless Seller from and against all suits, claims, liabilities, losses, expenses, and damages (including, without limitation, court costs and attorneys' fees) of any kind or character arising from claims asserted by any person or entity against Seller in respect of any products or goods, wares, or services incorporating or utilizing any products.

MISCELLANEOUS - Any notice required to be given hereunder must be given in writing at the address of each party set forth in an attached quotation or purchase agreement, or to such other address as either party may substitute by written notice to the other. Any attempt by Buyer to assign or transfer any of the rights, duties, or obligations herein will render such attempted assignment or transfer null and void. No U.S. Government Procurement Regulations will be binding on either party unless specifically agreed to in writing prior to incorporation herein. Stereographical, typographical, and clerical errors are subject to correction. In the event any proceeding or lawsuit is brought by either party to enforce its rights hereunder, the prevailing party will be entitled to recover its costs, including expert witness fees and reasonable attorneys' fees. All disputes between the parties of any kind arising out of or related to this Agreement must be brought within one (1) year after the accrual of the dispute. Any person not a party to this Agreement shall acquire no rights under this Agreement by virtue of the Contracts (Rights of Third Parties) Act (Cap.53B) or otherwise.