

**General Terms and Conditions for Indirect Procurement (APAC, excluding Mainland China)**

**“Buyer”** means Jabil Inc. (a US Delaware corporation) or any of its Affiliates issuing a purchase order (**“PO”**) to a supplier. **“Supplier”** means the party who sells or delivers any Deliverable to Buyer. (i) If there has already been a written agreement entered into by and between Buyer and Supplier regarding the Deliverable, then the aforesaid written agreement, together with any PO issued by Buyer, these General Terms and Conditions for Indirect Procurement (**“GTCs”**) and any applicable suppl

work that has been completed as of the date of cancellation notice. Under no circumstances shall Buyer pay cancellation charges exceeding the value of the unpaid balance of the cancelled PO.

**5. Delivery:** Time is of the essence for Supplier's delivery, performance and all other obligations arising herein. Buyer has no obligation to accept any delivery that does not meet the scheduled Delivery Date. Supplier shall be liable for all costs incurred by Buyer as a result of early or late deliveries, including expedited shipment or procurement of replacement Deliverables if Buyer so elects in its sole discretion. The liquidated damages for any late delivery shall be at the rate of 0.2% of the price of Deliverables per each day of delay. Supplier will provide immediate written notice to Buyer of any anticipated delay. Unless otherwise agreed upon in writing between the parties, delivery of the Deliverables will be made pursuant to "DDP at Buyer's designated location (Incoterms 2010)". Title to the Deliverables shall be transferred to Buyer upon delivery of the Deliverables to Buyer.

**6. Labeling, Packing and Shipping:** Supplier agrees to comply with all laws and Buyer requirements pertaining to Deliverable content and warning labels. Supplier will provide Buyer and carriers with sufficient warning in writing



to Supplier. Orally disclosed information by Buyer is also Confidential Information if Buyer notifies Supplier in writing the confidential nature of such oral disclosure. No information can be Confidential Information if (i) it is publicly available through no fault of Supplier; (ii) Supplier gets it from a third party who had the right to provide it; or (iii) Supplier independently developed it or knew it before receiving it hereunder. Supplier shall use Confidential Information only as necessary to fulfill its obligations under the Supply Agreement and hold and protect Confidential Information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable standard of care. Supplier shall keep Confidential Information confidential, and disclose such Confidential Information only to those employees who need to know for the fulfillment of the Supply Agreement and who undertake to comply with the confidentiality obligations hereof. Supplier shall neither disclose the existence and/or content of the Supply Agreement to any third party nor use tradema

## **APPENDIX A CAPITAL / MANUFACTURING EQUIPMENT**

The terms of this Appendix A shall be the supplemental terms and conditions ("**STCs**") to the General Terms and Conditions for Indirect Procurement ("**GTCs**") between Buyer and Supplier, and apply to the purchase of capital / manufacturing equipment ("**Equipment**") and services related to the production, calibration and/or installation thereof ("**Services**"). The capitalized abbreviations and te



**14. Training:** Supplier will provide any and all necessary training and training materials (in a computerized format, if possible) to Buyer for the Equipment at the initial stage of installation, at no additional cost to Buyer, at Buyer's designated facility. Supplier will provide training in the amount and on such schedule as may be reasonably required by Buyer. Where Supplier obtains the Equipment or a portion of the Equipment from a third party for resale to Buyer, Supplier shall cause such third party to provide the training contemplated in this Section 14.

**15. Background Checks:** Buyer may require a background check of any of Supplier Personnel who perform work on the premises designated by Buyer, and Supplier hereby agrees to conduct such investigation in accordance with background check standards to be provided by Buyer, and shall at all times comply with all laws and regulations applicable to background investigations. Buyer shall keep the results of any such investigation confidential, and provide such information only to those persons with a business need to know, or as required by applicable law.

**16. Assignment & Delegation:** Supplier shall not delegate any work, obligations or duties hereunder, or assign any rights or claims under the Supply Agreement, without prior written consent of Buyer. Any attempted delegation or assignment will be void, without prior written consent of Buyer. Supplier will furnish to Buyer in writing all names and