

1. Acceptance; Entire Agreement: This purchase order is issued by an Emerson Electric (Asia) Limited – ROHQ company ("Emerson") and constitutes Emerson's offer to purchase from Seller. EMERSON EXPRESSLY OBJECTS TO AND EXPRESSLY REJECTS ANY PROVISIONS ADDITIONAL TO OR DIFFERENT THAN THE TERMS HEREOF THAT MAY APPEAR IN SELLER'S QUOTATION, ACKNOWLEDGMENT, CONFIRMATION, INVOICE OR IN ANY OTHER PRIOR OR LATER COMMUNICATION FROM SELLER TO EMERSON UNLESS SUCH PROVISION IS EXPRESSLY AGREED TO BY EMERSON IN A WRITING SIGNED BY EMERSON. Any offer to purchase by Emerson is expressly conditional on Seller's acceptance of these terms and conditions in their entirety. Seller's commencement of performance hereunder with the consent of Emerson shall in all cases constitute Seller's unqualified and unconditional acceptance of the terms and conditions of Emerson's offer. This purchase order shall supersede all prior negotiations, discussions, and dealings and shall constitute the entire agreement between Emerson and Seller. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Emerson unless made in writing and signed on its behalf by a duly authorized representative of Emerson. No conditions, custom, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Mistakes in prices, discounts, specifications, delivery schedules or other terms and any noticeable discrepancies in quantities or sizes are to be reported immediately by Seller to Emerson and Seller shall immediately remedy such mistakes by refunding incorrect charges to Emerson or correcting such other discrepancies, unless otherwise directed by Emerson.

2. Delivery; Inspection; Rejected Products: TIME IS OF THE ESSENCE. If delivery of the Products called for by this purchase order is not expected to be made on-time, Seller will notify Emerson and will take all reasonable steps at Seller's own cost to expedite delivery; provided however, Emerson reserves the right, without liability, in addition to its other rights and remedies, to cancel this purchase order by notice to Seller and arrange for completion and/or purchase of substitute items elsewhere and to charge Seller with any loss or additional costs or expenses incurred. Notwithstanding the terms of shipment, the risk of loss of the Products shall remain with Seller until actual delivery of such Products to the delivery point designated on this purchase order. Seller shall obtain Emerson's prior written approval for partial shipments prior to shipment. All materials shall be suitably packed, marked, loaded and shipped in accordance with the requirements of common carriers. Damage to any material not so packed will be charged to Seller. All excess transportation charges resulting from Seller's failure to follow any routing instructions provided by Emerson shall be for Seller's account. No charge shall be made by Seller for packing, boxing, drayage, loading or storage unless otherwise stated herein. Any Product furnished and the time and manner of delivery thereof must comply precisely with the terms of this purchase order. Any failure to so conform constitutes a substantial impairment of the value of the whole order and shall entitle Emerson, at its sole option, to cancel all or any part of this purchase order. The Products shall be subject to inspection and testing by Emerson before and after receipt. If Emerson finds any of the Products to be defective in material or workmanship, or otherwise not in exact conformity with any

warranty, specifications or the requirements hereof, Emerson, in addition to any other rights which it may have under warranties or otherwise, may, at its sole election, reject and return such Products at Seller's expense. Products rejected and returned shall not be replaced by Seller without prior written authorization by Emerson, and Emerson, at its sole discretion, may obtain replacement Products from another supplier. Should the cost of such replacement Products exceed the agreed upon price for such Products between Emerson and Seller, Seller shall reimburse Emerson for the additional cost or Emerson will off-set such costs against amounts owed to Seller. Products or equipment rejected or not purchased by Emerson which utilize or carry any logo, insignia, name, trade name, trademark, trade dress, symbol, decorative sign, evidence of inspection or other related markings of Emerson or any of its related entities shall have the same removed, not obliterated, prior to any sale, use or disposition, if such sale or disposition is permitted by Emerson. Payment for any Products prior to inspection shall not constitute their acceptance by Emerson.

3. Prices; Taxes: The price charged to Emerson shall not exceed those appearing opposite each item listed on this purchase order. Any cash discount normally provided by Seller to any customer shall apply to the Products. If Seller offers to sell comparable quantities of similar products at a price lower than Seller's price to Emerson, or upon other terms more favorable to a buyer than the terms hereof, Seller shall promptly notify Emerson thereof and offer such lower price or such other more favorable terms to Emerson during the period in which such lower price or such other more favorable terms are in effect. Unless otherwise provided herein, Seller shall pay, defend and hold Emerson harmless from the assessment or imposition of any excise, use or other tax (however designated) upon the production, sale, delivery or use of the Products to the extent such assessments or impositions are required or not forbidden by law to be borne by Seller.

4. Terms of Payment; Set-Off; Invoice: Unless otherwise specified on this purchase order, terms of payment shall be net the 5th day of the third month following the date of the receipt of the Products or invoice by Emerson, whichever occurs last. If more than one payment is required to be made hereunder, Emerson may in its sole discretion, retain up to 10% of any or all installments until completion of the performance due hereunder, at which time the retained sums, less any sums deducted as a set-off or recoupment will be paid to Seller. If the terms granted herein contain any discount, the time for earning any such discount shall be computed from the later of the scheduled delivery date or the date an acceptable invoice is received. Payment is deemed made for purposes of earning the discount on the date of mailing of Emerson's check. Emerson reserves the right at all times to set off any amount owing at any time to Seller or any affiliate of Seller. Any charges prepaid by Seller on behalf of Emerson pursuant to this purchase order for which reimbursement is sought must be separately stated on the invoice and supported by appropriate receipts furnished to Emerson. This purchase order number, packing slip number, item quantity, and vendor code must appear on all invoices, packing slips and bills of lading. Seller must mail all invoices in duplicate to the Emerson address appearing on this purchase order. Invoices shall be priced using the same unit of measure of multiples thereof, as set forth in the quantity column on this purchase order and shall

itemize all prices, discounts, charges, tax and transportation, as applicable. The last invoice pertaining to this purchase order shall be marked "Completed Order." When samples are required to confirm dimensions or tolerances of patterns, tools, dies or fixtures, or when machinery requires installation to verify satisfactory operation, invoices for such items will not be honored prior to Emerson approval of samples or satisfactory installation and operation of machinery.

5. Warranty: Seller warrants that, for a period of two (2) years from the date a Product is delivered to Emerson, such Product, when used in a proper and normal manner, will be free from any defects in material and workmanship, in conformity with any applicable specifications, and title to such Products shall be unencumbered. Payment for Products will not constitute approval or acceptance of goods or services by Emerson; Emerson's right of inspection will survive payment. Emerson reserves the right to return, at Seller's expense, any defective or nonconforming Products or shipments received contrary to this purchase order. If requested by Emerson, Seller will correct or replace at Seller's expense the defective or nonconforming Products within ten (10) days after delivery to Seller, and all costs incurred in transporting the Products from Emerson to Seller and return shipment to Emerson will be borne by Seller. This warranty will then continue as to the corrected or replaced Products for two (2) years after the date of delivery of the corrected or replaced Products to Emerson. Alternatively, Emerson may elect to repair or correct the defective or nonconforming goods at Seller's expense. Rejected or nonconforming Products will not be deemed delivered on-time unless corrected or replaced Products are delivered within the on-time period applicable to the order.

6. Additional Warranties for Software: For purposes of this purchase order, the term "Software" means: (i) software or firmware embedded in Products; (ii) free-standing software, provided by Seller to Emerson in either object code or source code, that works with, or runs on, Products; and (iii) documentation relating to the software or firmware provided by Seller to Emerson. To the extent Software is contained in or associated with the Products, Seller represents and warrants that: (A) Software is free from (i) defects that result in malfunctions, (ii) self-destruction mechanisms, (iii) illicit code, or (iv) any copy protection scheme that interferes with Emerson's ability to exercise its rights and privileges under this purchase order; (B) the Products have no vulnerabilities that allow unauthorized destruction of, access to or control of (i) the Products, (ii) other elements of a system that includes the Products, or (iii) any information residing on the Products or other elements of a system that includes the Products ("Security Vulnerabilities"); (C) Seller complies with general industry practices regarding the detection and correction of Security Vulnerabilities and that, (i) Seller will promptly notify Emerson if it becomes aware of a Security Vulnerability with a reasonable likelihood of exploitation, and (ii) this notice will include a description of the nature of the Security Vulnerability, an analysis of the threats created by the Security Vulnerability and Seller's proposed mitigation plan; (D) Seller shall not, without Emerson's written consent, incorporate into the Products or Software any software that contains, or is derived in any manner (in whole or in part) from, (i) any software that is distributed as free software, open source software or similar licensing or distribution models, (ii) any software that requires as a condition of use, modification and/or distribution of such software that such software (a) be disclosed or

distributed in source code form, (b) be licensed for the purpose of making derivative works, or (c) be redistributable at no charge ("Publicly Available Software"); (E) Any Publicly Available Software (i) is contained solely within specific package/components of the Software, (ii) does not have any portion residing outside of the Software and will not be available, intermingled, or dispersed within or outside the Software at any time or in any way; (F) Seller shall comply with the instructions of the Open Source Initiative (<http://www.opensource.org>) and will promptly report to Emerson, in writing, any deviation therefrom; (G) Seller has processes and precautions necessary to prevent any risk that any Emerson software will be provided to, or become subject to an obligation to be provided to the open source community or otherwise into the public domain, as a result of Seller's activities pursuant to this purchase order.

7. License Grants: Unless superseded by a separate, written license agreement between the parties, Seller grants Emerson a perpetual, irrevocable, worldwide, nonexclusive, fully paid-up license, with right of sublicense, under Seller's intellectual property rights to use, make, modify, copy, reproduce in copies, demonstrate, display, create derivative works of, and/or distribute copies of the Software; to assemble, edit, merge, translate, or compile additional copies or distribute embedded and free-standing copies of the Software, including derivative works, and to support and maintain the Software. Seller also grants to Emerson a perpetual, irrevocable, worldwide, nonexclusive, royalty free and fully paid up license, with right of sublicense, under Seller's intellectual property rights to: (i) use, make or have made, demonstrate or have demonstrated, market or have marketed, import, offer or have offered for sale, sell or have sold, license or have licensed, and otherwise distribute or have distributed, Emerson's products into which the Products and/or Software have been incorporated; and (ii) provide to Emerson's customers for these products the right to use the Software, which right will survive any termination of this purchase order. At Emerson's request, Seller agrees to deposit with Emerson's escrow agent ("Escrow Agent"), at the sole expense of Emerson, the most recent source code of the Software ("Source Code") under the terms of a Source Code Escrow Agreement acceptable to Emerson, which Source Code may be withdrawn by Emerson if Seller fails or refuses to support Products or Software. Emerson shall be entitled to an injunction for specific performance of such obligation in the event Seller's representative, including any trustee in bankruptcy, refuses to comply with the foregoing obligations. In the event of bankruptcy, the parties acknowledge that Emerson shall be entitled to the full protection provided to licensees of intellectual property rights specified in 11 U.S.C. § 365. Emerson may, at its sole discretion, reproduce in whole or in part, any copyright notices or other proprietary legends belonging to Seller on any copies that Emerson makes of the Software, including modified copies of the Software. Title to the copyright for Software will remain in and be the sole and exclusive property of Seller and its licensors. Emerson may allow third parties to exercise the rights and licenses granted in this Section for the benefit of Emerson or its customers. Seller understands that one or more secondary sellers to Emerson of products same as or similar to Seller's Products will be necessary, and Seller hereby covenants and agrees not to assert, bring, cause to be brought or threaten to bring against Emerson or its customers (collectively, "Emerson Parties") any claim, action or proceeding alleging that a Emerson Party's purchasing,

having made, using, offering for sale, selling, providing or otherwise distributing such products or Emerson products incorporating them infringes any of Seller's intellectual property rights or seek to enjoin the supply of such products by secondary sellers to or on behalf of Emerson. The obligations of Seller in this Section will survive termination of this purchase order and will apply to any such products of secondary sellers purchased by or supplied to Emerson prior to or during the Seller's performance of obligations under this purchase order. This covenant will be binding on Seller's successors in interest to, all transferees or assignees of and any exclusive licensee of any Seller's intellectual property rights. Seller agrees to inform all successors in interest, transferees, assignees or licensees of this covenant and to obtain their written consent to be bound by this covenant.

No license, implied or express, under any Emerson intellectual property rights, including any license to use, exercise, or incorporate any Emerson intellectual property rights in the Products or any other products, is conveyed to Seller by Emerson unless expressly conveyed in this purchase order or other agreement executed by Seller and Emerson.

8. Quality Control; Inspections: Seller will comply with all plans, drawings and specifications covering the work, unless deviation therefrom is authorized by Emerson in writing. All plans, drawings and specifications are hereby incorporated in this purchase order by reference. Regardless of their source, verbal changes or tolerance revisions are not grounds for non-compliance with the drawings or specifications. The plans, drawings and specifications are intended to explain each other and anything contained in one shall be deemed to be contained in all. If any discrepancy or conflict exists between the provisions of the plans, drawings, specifications and this purchase order, such disagreement shall immediately be brought to the attention of Emerson who will resolve such conflict. Upon forty-eight (48) hours notice, Seller shall allow authorized representatives of Emerson (i) to inspect Seller's facilities at any time during normal business hours, and (ii) to make finished Products or raw material audits and prepare analytical data for quality control purposes with the assistance of Seller's personnel. Seller shall not require Emerson's representatives to sign any documents prior to entering such facilities, and Seller agrees that any such documents shall be void.

9. Compliance with Applicable Laws: Seller represents, warrants and covenants that all of the Products, merchandise, and materials delivered and/or services rendered hereunder will be and will have been produced and/or provided in compliance with all applicable laws, rules and regulations of federal, state and local governments and agencies thereof, and that Seller will comply with all applicable laws, rules and regulations of state and local governments and agencies thereof, including, without limitation, Presidential Decree No. 442, otherwise known as the Labor Code of the Philippines, as amended; Republic Act No. 11058, otherwise known as the Occupational Safety and Health Standards Act; environmental laws particularly, but not limited to, Republic Act Nos. 6969, 8749, 9275, and 9003; and Section 9(a) of the Department of Labor and Employment Department Order (D.O.) No. 18-A, as amended by Section 11 of D.O. No. 174. The texts of the foregoing statutes are hereby incorporated by reference into these terms and conditions of purchase. If any of the Products are purchased for incorporation

into products sold under a government contract or subcontract, the terms required to be inserted by that contract or subcontract shall be deemed to apply to this order. All certification requirements specified in such government contract or subcontract or of which the Seller has knowledge shall be complied with. Seller agrees to furnish Emerson a certificate of compliance with any such laws and certification requirements in such form as may be requested by Emerson. Seller shall, at its sole cost, secure and maintain all necessary licenses, permits, authorizations or other approvals necessary for its performance hereunder. Seller will take affirmative action to ensure equal employment opportunities and the Rules and Regulations of the Office of Federal Contract Compliance, the texts of which are herein incorporated by reference. Seller warrants that all items supplied under the terms of this purchase order shall be in compliance with requirements and standards of the Occupational Safety & Health Act of 1970, as amended, and, where applicable, European Directives 2002/95/EC (RoHS) and 2002/96/EC (WEEE). Hazardous material data sheets will be supplied on products as requested by Emerson. Failure of Emerson to contest a citation resulting from non-compliance with OSHA and/or RoHS/WEEE will not relieve the Seller of liability under this warranty. Seller warrants that each chemical substance sold hereunder shall, at the time of sale, transfer or delivery, be on the list of chemical substances compiled and published by the Administration of the Environmental Protection Agency pursuant to 15 U.S.C.A. Section 2607. The provisions of Armed Service Procurement Regulations 12-802 ADV Rev. 4-5-C1 as amended apply and are made a part of this purchase order for materials or services applicable to government contract. Seller agrees to furnish Emerson a certificate of compliance with any such laws in such form as may be requested by Emerson. Seller shall immediately notify Emerson in the event that Seller is not in compliance with any provision of this Section.

10. Work Product: Seller and Emerson each individually acknowledge and agree that all materials produced, developed, created or devised by Seller for Emerson, including without limitation, work papers, sketches, drawings, designs, samples or models (collectively, "Work Product") shall be the sole property of Emerson. Emerson expressly acknowledges the parties' agreement that all aspects of the Work Product which may be subject to copyright protection are considered as Works for Hire within the meaning of the Intellectual Property Code of the Philippines ("IP Code"). In the event and to the extent that the Work Product or any part thereof is found, as a matter of law, not to be a Work for Hire under the IP Code, Seller assigns to Emerson the sole and exclusive right, title and interest in and to the Work Product without further consideration. Seller agrees to execute any assignments, registrations, certificates or other instruments as Emerson may from time to time deem necessary or desirable to evidence, establish, maintain, perfect, protect, enforce or defend Emerson's ownership in and to any of the foregoing.

11. Intellectual Property: Seller warrants that the Products and the sale and use of them will not infringe any United States or foreign patents, trademarks, trade dress, copyrights, trade secrets or any other form of intellectual property, and Seller acknowledges that Emerson's patents, trademarks, trade dress, copyrights, trade secrets or any other form of intellectual property that Emerson provides to Seller are Emerson's exclusive property and Seller disclaims all rights in same. Where payment is made for experimental,

developmental, or research work, as such, to be performed in accordance with special requirements of Emerson, Seller agrees to disclose and on request to assign to Emerson each invention, property right, confidential process or know-how, and trade secret resulting therefrom or other form of intellectual property and Seller shall disclaim all rights in same. All drawings, art work, special products, materials, information or data furnished by Emerson are Emerson's exclusive property, shall be used by Seller only for Emerson's work, shall be kept confidential, and shall be returned promptly at Emerson's request. Emerson will market, distribute and/or sell the Products under its own trademark and trade name. Emerson has the right to use any of Seller's marks, names, other trade identities, copyrighted works or other intellectual property, to the extent that Seller has incorporated such property in or used such property in the manufacture of the Products supplied by Seller to Emerson. The use of any Emerson trademark, emblem, copyrighted names, labels, etc., when and as required by drawings, bills of materials, and specifications approved by Emerson, for incorporation into or on the product ordered pursuant to this purchase order, is restricted to such use and application only.

12. Indemnity: Seller will indemnify Emerson and its successors and assigns against any and all suits, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and other costs of defending any action) ("Losses") which such parties may sustain or incur in connection with such parties' enforcement of this purchase order or as a result of any claim based upon a theory of breach of contract or warranty, negligence, strict liability, other tort, infringement, misappropriation or any other legal theory in connection with the manufacture, distribution, transportation, storage, use or disposal of the Products or of raw materials by Seller.

If Seller's performance requires Seller, its employees, agents or representatives to perform services or labor in the plants or on the premises of Emerson, its agents, customers, or users, Seller agrees to indemnify and hold harmless Emerson against all suits, losses, claims, damages, liabilities, costs and expenses for injury or damage to person or property arising out of such performance. Seller agrees that it will, when requested and given reasonable notice of the pendency of any such suits, claims or demands, assume the defense of Emerson and their respective successors and assigns against any such suits, claims or demands.

13. Insurance: Seller agrees to carry insurance covering product liability and general liability in amounts of not less than \$5,000,000.00 per occurrence. All such policies shall provide for at least thirty (30) days prior written notice, to Emerson, of cancellation, non-renewal or material change in the terms and conditions of coverage and name Emerson as an additional named insured. At Emerson's request, Seller will provide Emerson with a certificate or certificates of insurance evidencing such coverage. In the event Seller ceases to carry adequate insurance that names Emerson as an additional insured, Emerson may immediately cancel this purchase order and any other outstanding purchase order by giving Seller written notice of Emerson's election to cancel.

14. Force Majeure: Neither party shall be liable for any delay or failure of performance due solely to strikes, lockouts or other labor disputes, epidemics or pandemics, fires, acts

of God, government actions or other causes beyond the affected party's reasonable control; provided, the affected party shall have given notice to the non-affected party of any such cause for delay or anticipated delay promptly following the commencement thereof and shall have used the affected party's best efforts to make or accept deliveries, as the case may be, as expeditiously as possible. If Emerson believes that the delay or anticipated delay in Seller's deliveries may impair Emerson's ability to meet its production schedules or may otherwise interfere with

Emerson's operations and such delay may last for a period of time that exceeds ten (10) days, Emerson may at its option, and without liability to Seller, immediately terminate this purchase order or any other outstanding purchase order.

In the event of a shortage, Seller agrees to allocate its total available supply of Products among Emerson and Seller's other customers, if applicable, on a fair and equitable basis.

15. Cancellation, Termination and Suspension: Emerson reserves the right to cancel all or any part of the undelivered portion of this purchase order if Seller does not make deliveries as specified, time being of the essence of this purchase order, or if, in Emerson's opinion the Products are causing or may potentially cause adverse publicity to Emerson or harm Emerson's reputation. This purchase order may be terminated by Emerson or by Seller at any time immediately upon written notice in the event of the other party's material breach of any term or provision of this purchase order or upon the occurrence of any of the following events: (a) such other party makes an assignment for the benefit of creditors, or is subject to any voluntary or involuntary provincial or federal receivership, insolvency or bankruptcy proceedings, or becomes unable, or admits in writing its inability, to meet its obligations as they mature; (b) the cancellation, suspension or other revocation of licenses, permits or authorizations necessary for such other party to conduct its business in accordance with this purchase order; (c) such other party makes any materially false or misleading statement, representation or claim; (d) such other party fails to prosecute the work so as to endanger performance of this purchase order; (e) dissolution or liquidation of such other party; and/or (f) such other party's failure to pay any indebtedness which is due and payable and which failure is not remedied within 30 days following notice. Emerson will not be responsible for any specific cancellation fees or charges. Notwithstanding anything to the contrary in this purchase order, upon termination, cancellation or expiration of this purchase order, Seller shall immediately cease use of any of Emerson's intellectual property, trade secrets and formula(e) and shall have no further right to use the same. If this purchase order is cancelled due to an event caused by Seller or resulting from Seller's acts or omissions, Emerson may complete Seller's performance by such reasonable means as Emerson determines, and Seller shall be responsible for, and shall indemnify Emerson against any damages and reasonable costs, including without limitation, attorneys' fees, incurred by Emerson as a result thereof. Any amounts due Seller for Products, goods, work and other items delivered or provided by Seller in full compliance with the terms of this purchase order prior to such event shall be subject to set-off of Emerson's additional costs of completing this purchase order and other damages incurred by Emerson as a result of Seller's actions or omissions. Emerson reserves the right, from time to time, upon written notice to Seller

to suspend and reinstate execution of the whole or any part of this purchase order without invalidating any provision of this purchase order.

16. Supply Protection: In order to ensure continued supply of Products to Emerson, Seller agrees to work closely with Emerson in the event of a work stoppage at Seller's facilities. Seller will assist Emerson in locating and evaluating competent suppliers to ensure continued supply during such work stoppage. In the event Seller breaches this Section, and Emerson elects to purchase Products from a third party, Emerson may deduct from payment of any future invoice(s) from Seller any differences between the third party purchase price and what such Emerson would have had to pay for such Products under this purchase order during such period.

17. Availability of Parts: Seller shall make available to Emerson repair parts for all Products furnished under this purchase order for a period of five (5) years. Seller shall give one (1) year prior written notice to Emerson in the event Seller will be unable to supply such parts or to obtain another source of supply for Emerson in accordance with this purchase order.

18. Survival: The terms of Sections 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 18, 23, 24, 25, and 26 of this Exhibit shall survive the termination, cancellation or expiration of this purchase order.

19. Proprietary Information: All information that is furnished by one party to another party pursuant to this purchase order and is designated as proprietary ("Proprietary Information") will be subject to the following restrictions. Each party agrees that it will use all Proprietary Information disclosed to it by the others only in the manner contemplated in this purchase order, and for no other purpose, disclosing Proprietary Information only to those of its employees or other authorized agents as will be directly concerned with performance under this purchase order. Except as provided above, each party agrees that it will not disclose Proprietary Information to any other person or entity without the express, prior written consent of the other party. Each party agrees that it will protect the confidentiality of Proprietary Information with the same degree of care with which it protects its own proprietary information and will return all copies (in any medium recorded) of Proprietary Information to the disclosing party immediately upon written request. The parties shall have no obligation to protect the confidentiality of Proprietary Information that: (a) can be demonstrated to have been known to the receiving party prior to the execution of this purchase order and was not acquired, directly or indirectly, from the disclosing party or from a third party under a continuing obligation of confidentiality; (b) can be demonstrated to have been in the public domain as of the date of this purchase order or comes into the public domain during the term of this purchase order through no fault of the receiving party; or (c) can be demonstrated to have been independently developed by personnel of the receiving party who had no substantive knowledge of the Proprietary Information. The foregoing obligations will survive termination of this purchase order and will remain binding on each party, its respective affiliates, successors and assigns forever. This purchase order is designated as Proprietary Information subject to this Section and Seller agrees that Emerson's designs, drawings, specifications,

formulas, samples, manufacturing information, and all other information relating to Emerson's business, including without limitation, improvements to the goods, are Emerson's Proprietary Information.

20. Financial Information: Should Emerson have concerns about Seller's financial condition and/or ability to supply hereunder, Seller shall supply information requested by Emerson which Emerson feels is necessary to address such concerns.

21. Changes: Emerson reserves the right from time to time, to change any specifications, drawings, delivery dates, quantities and items covered by this purchase order. If such change would materially affect the price or delivery date, Emerson and Seller shall mutually agree upon an equitable adjustment in the price and/or delivery date to reflect the effect of such change; provided Seller shall have notified Emerson in writing of any claim for such adjustment within thirty (30) days from the date of such notice from Emerson. Seller shall not suspend performance of this purchase order while Emerson and Seller are in the process of making such changes and any related adjustments. No substitutions shall be made without the prior written approval of Emerson. Seller agrees that it will not make any process or manufacturing changes which might affect the performance, characteristics, reliability or life of the Products without prior written approval of Emerson.

22. Samples: If this purchase order requires Seller to submit samples for approval hereunder, each such item must be distinctly identified as such, and such identification shall refer to this purchase order number.

23. Emerson-Owned Property: Unless Emerson and Seller otherwise agree in writing, the following provisions shall apply to any dies, tools, tooling, gauges, fixture, molds, patterns, equipment, materials or other properties used in the production of goods for Emerson, or otherwise in the performance of this purchase order, which are either supplied to Seller by Emerson, or have been acquired by Seller and specifically paid for by Emerson. All such properties shall hereafter be referred to as Emerson-owned. Emerson will pay the cost of changes to such items ordered by Emerson. Seller shall have the right to use Emerson-owned property without payment for usage as required in the performance of this purchase order or other work for Emerson, but shall not use Emerson-owned property in the performance of any other work without prior written approval of the Emerson. Title to all Emerson owned property shall at all times remain with Emerson. Title to property procured or manufactured by Seller for Emerson shall be fully vested in Emerson upon payment for same by Emerson. Seller shall take necessary measures to preserve Emerson's title to Emerson-owned property, free of all encumbrances. Emerson retains the right, in addition to other rights provided by law, to enter Seller's premises and remove Emerson-owned property with or without a court order. Seller shall at its expense, perform all maintenance work, repairs, and replacements necessary with respect to applicable Emerson-owned property so that such property, remains suitable for the use intended, provided however, that Seller shall not change, correct, or modify Emerson-owned material, without Emerson's prior written consent. Seller agrees to keep Emerson-owned items so that they may readily be identified as Emerson property. The risk of loss or

damage to all Emerson-owned property shall be left with Seller from the time that such property is delivered to Seller until that property is removed from Seller's place of business as directed by Emerson in writing. Proof of adequate insurance coverage on Emerson-owned property shall be provided to Emerson by Seller upon written request of Emerson. Seller shall assume and shall indemnify Emerson against any and all liability for damaged property or injury to, or death of any persons arising from, incidental to the presence of, or use of Emerson-owned property, whether such damage, injury or death is caused by defects in the property, negligence in the use thereof, or otherwise. Seller shall, upon receipt of written request, provide Emerson with a current listing of Emerson-owned property in its or its subcontractor's possession, indicating complete descriptions, quantities, and property conditions. Seller shall at its expense return Emerson-owned property to Emerson upon demand of Emerson or completion of the work under this purchase order, whichever is earlier. Seller will pay Emerson's costs for all Emerson owned items requested, but not accounted for or returned.

24. **Publicity:** Unless so directed by a legally constituted court of competent jurisdiction, Seller will not disclose any detail connected with this purchase order to any third party, advertise or publish, or cause to be advertised or published the fact Seller has contracted to furnish Emerson material described herein without prior Emerson approval in writing.

25. **Gifts, Considerations or Contingent Fees:** The Seller warrants that it has not made and will not offer any gift to any employee of Emerson or any of its agents for doing or forbearing to do any act or for showing any favor or disfavor to any person with respect to the award of this purchase order or any work performed hereunder. Emerson shall have the right to deduct from the purchase order price the full amount of any such gift by the Seller in breach of this warranty.

The Seller warrants that no person has been employed or retained to solicit or secure the order for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty Emerson shall have the right to annul this order without liability, or, in its discretion, to deduct from the order price or consideration the full amount of such commission percentage, brokerage or contingent fee. No member of or delegate to congress or resident commissioner, shall be admitted to any share of the order or to any benefit arising therefrom, unless made with a corporation for its general benefit. No member of or delegate to Congress, or resident commissioner shall be employed by the Seller, either with or without compensation, as an attorney, agent, officer or director.

26. **Choice of Law; Venue:** This purchase order shall be governed by the laws of the Philippines, without reference to its choice or conflict of laws principles. The parties agree to submit to the exclusive jurisdiction of the courts of Quezon City for all actions arising in connection herewith.