

Instructions: Please initial each page, sign and complete last page, and return all pages to Auctioneer.

Intel Terms and Conditions of Sale

These terms and conditions of sale form a legally binding agreement (“Agreement”) between you the purchaser (“Purchaser”) of any Intel asset or material purchased at the auction event managed by the auctioneer identified below (“Asset,” or collectively, “Assets”) and any or all of the following entities (individually or collectively referred to as “Seller”):

Country	Entities (“Seller”)
Malaysia	Intel Technology Sdn Bhd (36420-H) Intel Products (M) Sdn Bhd (365735-X) Intel Microelectronics (M) Sdn Bhd (302251-K)

These Terms and Conditions are in addition to any contract that may be formed between Purchaser and the auctioneer, Liquidity Services (Hong Kong) Limited and/or their respective affiliates and/or subsidiaries, collectively (“Auctioneer”). This Agreement will apply to the sale by Seller and the purchase by Purchaser and such sale will be governed only by the terms and conditions of this Agreement. Any additional or conflicting terms in any accepted offer or Purchaser purchase order will have no legal effect.

1. PAYMENT TERMS AND APPLICABLE TAXES

- A. Purchaser will pay Auctioneer for the Assets in full prior to the date of delivery. Purchaser will pay Auctioneer for the Asset(s) via wire transfer using the payment instructions provided by Auctioneer after the close of auction. Purchaser further agrees to make payment to Auctioneer by wire transfer drawn on a bank account in the name of Purchaser, or with prior written approval from Seller, from a bank account in the name of a related entity such as a parent company. If Purchaser fails to make payment as specified herein, Seller may withhold or delay shipment until Purchaser’s payment is received, or Seller may terminate this Agreement.
- B. In addition to the amounts payable by Purchaser to Auctioneer under this Agreement, all applicable transaction taxes, including but not limited to sales and use taxes, value added taxes and other transactional charges such as duties, customs, tariffs, imposts, and government imposed surcharges (“Transaction Taxes”) will be paid by Purchaser. If Auctioneer is required by applicable law to collect from Purchaser and remit such Transaction Taxes to the appropriate taxing authority, Purchaser will pay such Transaction Taxes to Auctioneer in addition to all payments as required under this Agreement. If Purchaser is exempt from Transaction Taxes, Purchaser will provide proof of such exemption to Auctioneer at least fifteen (15) business days prior to any payment of an invoice under this Agreement. If Auctioneer does not collect Transaction Taxes from Purchaser but later remits payment of such Transaction Taxes to any taxing authority, including as a result of an audit, notice of assessment or other written communication from a taxing authority, then Purchaser will promptly reimburse Auctioneer for such Transaction Taxes including any accrued interest and penalties.
- C. All payments will be made free and clear without deduction for any present and future taxes imposed by any taxing authority. If Purchaser is prohibited by applicable law from making payments to Auctioneer unless Purchaser deducts or withholds income taxes therefrom, then Purchaser will gross-up all payments due to Auctioneer. For clarity, the Purchaser will pay additional amounts as necessary to ensure receipt of the full amount that Auctioneer would have received before the deduction.
- D. Except for taxes stated above, each party is responsible for its own respective income taxes or taxes based on gross revenues or gross receipts.

2. DELIVERY & SHIPPING

- A. Purchaser will take delivery and physically remove the Asset(s) within 30 days from the date of close of auction as designated by Auctioneer (“Delivery Date”).
- B. For shipments where the origination and destination location are within the same country, all shipments are EXW (INCOTERMS 2010) at Seller’s and/or Auctioneers facility. For shipments where the origination

and destination location are not within the same country, all shipments are FCA (INCOTERMS 2010) at Seller's and or Auctioneers facility. Regardless of the INCOTERMS, Purchaser is responsible for compliance with all applicable export regulations, including export clearance.

- C. For shipments originating outside of the US, notwithstanding the aforesaid, Seller will apply for and obtain the approval from Customs with regard to removal of the Customs supervision and the shipment of Asset(s) out of Seller Free Trade Zone Park (if applicable). Likewise, Purchaser will commence and secure all administrative and legal processes prescribed by law in order to be able to introduce purchased Assets to the country the Asset resides or any other country. In that respect, Seller will not be responsible or liable for helping or collaborating with Purchaser in said processes except for the fact that it must provide Purchaser with all existing legal documentation related to said Asset(s).
- D. Title and risk of loss will pass from Seller to Purchaser once both of the following conditions are met: 1) full payment is received by Auctioneer for Assets, and, 2) Assets have been delivered to Purchaser's carrier. Where Assets are located at Auctioneer's premises, risk of loss will pass from Seller to Purchaser upon receipt of full payment by Auctioneer. Purchaser is responsible for and will pay for all loading (if loading is not provided by Seller), transportation, export, import, customs, insurance, and any additional packaging or crating requested by Purchaser. Purchaser agrees to provide Seller with written notification of proposed carrier arrangements to be used for shipping.
- E. Purchaser acknowledges and agrees that Seller's Delivery Date is an estimate and that the actual Delivery Date may be later depending upon the completion of de-installation or other contingencies. Shipment may originate from Seller or its authorized subcontractor or distributor. Assets held by Seller for Purchaser after the Delivery Date will be at Purchaser's risk and expense.
- F. Any Asset which remains at Seller's facility for more than 30 days after the Delivery Date may be disposed of by the Seller, without recourse by Purchaser and all payments made by Purchaser for such Assets will not be refunded to Purchaser.

3. ACKNOWLEDGEMENT AND WARRANTY

- A. **Purchaser agrees to use Asset, including parts thereof, in a manner or for the purpose originally intended or prescribed and in such a manner in which the Asset is commonly used, or to resell the Asset for such use. It is agreed that the Asset is not sold to the Purchaser for purposes of disposal, abandonment, burning, incineration, recycling or for accumulation or treatment for such disposal, abandonment, burning, incineration, or recycling. Purchaser acknowledges that it has had an opportunity to inspect the Asset and is satisfied with its present condition.**
- B. **SELLER WARRANTS THAT AT THE TIME OF DELIVERY TO PURCHASER THE ASSET WILL BE DELIVERED WITHOUT ANY LIENS OR ENCUMBRANCES. SELLER MAKES NO OTHER WARRANTY OF ANY KIND REGARDING THE ASSET. THE ASSET IS USED AND IS SOLD ON AN "AS-IS" "WHERE-IS" BASIS AND SELLER WILL NOT PROVIDE ANY DOCUMENTATION, MISSING PARTS, SUPPORT, ASSISTANCE, TRAINING, OR OTHER SERVICES. SELLER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT SELLER HAD REASON TO KNOW OF ANY SUCH PURPOSE, AND ANY WARRANTY AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY.**
- C. **NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SELLER OR AN AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. PURCHASER ACCEPTS THE RISKS OF USE AND SUCH RISKS FALL SOLELY ON PURCHASER.**

4. LIMITATION OF LIABILITY

- A. **Limitation.**
Subject to (B) below Seller's aggregate liability for damages to Purchaser or any other party, if any, arising from or related to this Agreement, regardless of whether the claim for damages is based in contract, tort, strict liability or otherwise, will not exceed the amount of fees actually paid by Purchaser to Seller pursuant to this Agreement for the Asset which is the subject of such claim. In the event the Asset is provided at no

charge to Purchaser, Seller's liability will, in no event, exceed US\$5000. This limitation of liability is cumulative and not per-incident (i.e. the existence of two or more claims will not enlarge this limit.)

- B. Nothing in this Agreement will exclude or limit either party's liability for: fraud or other criminal acts; the tort of deceit; death or personal injury caused by a party's breach of duty; or any other liability that cannot be excluded by law.
- C. In no event will either party be liable for any indirect, special, incidental, punitive or consequential damages whether or not arising in contract, tort (including negligence) or otherwise, even if such party has been informed of the possibility thereof.
- D. In no event will Seller be liable to Purchaser for any costs, expenses or damages resulting from or related to any delay in the delivery of Assets under this Agreement.
- E. In no event will Seller be liable to the Purchaser for any of the following losses or damage (whether such losses or damage were foreseeable, known or otherwise) loss of profits, loss of use, loss of or damage to or corruption of data, loss of anticipated savings, loss of revenue, loss of use of money, loss of business, loss of opportunity, loss of goodwill, loss of reputation or any system downtime or interruption.
- F. Seller neither assumes nor authorizes any person to assume for Seller any liability in connection with the sale of Asset. It is agreed neither Seller nor any of its representatives have made any representations of any nature on which Purchaser has relied regarding the sale of Asset.

5. INDEMNIFICATION

Upon transfer of the Asset from Seller or Auctioneer to Purchaser or Purchaser's carrier at Seller's and or Auctioneer facility, Seller will be released from any further obligation including but not limited to the handling, labeling, transportation, storage, use, disposal, or other activity relating to the Asset. After such transfer of Asset(s), Purchaser agrees to defend (with counsel satisfactory to Seller), indemnify, and hold Seller, Seller subsidiaries, and Seller's parent and affiliates harmless from and against any and all claims, liabilities, demands, suits, judgments, damages, fines, penalties, and any associated cost and expenses, including but not limited to consequential damages and attorney's fees which may be asserted against or incurred by Seller as a result of Purchaser's handling, labeling, transportation, storage, use (including but not limited to any software installed on the Asset pursuant to Section 16), disposal, or other activity relating to the Asset, including but not limited to removal of Asset herein at Seller's location, and resale thereof.

6. COMPLIANCE WITH LAWS

- A. Purchaser will comply with all applicable national, state and local laws, directives and regulations including but not limited to laws and regulations governing the manufacture, processing, distribution, transportation, labeling, handling, discharge, treatment, disposal, recycling, reclamation, use, import, export, or other activity relating to the Assets. Purchaser agrees to indemnify and hold Seller, Seller subsidiaries, and Seller's parent and affiliates harmless from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorneys' fees) which Seller may incur due to Purchaser's non-compliance with applicable laws, rules, and regulations.
- B. Purchaser acknowledges that Assets may be subject to export controls under U.S. and other applicable government ("Government") laws and regulations. Purchaser acknowledges that if all trade authorizations cannot be obtained in compliance with the U.S. and other applicable Government laws and regulations, then the transaction cannot be executed. Purchaser will comply with these laws and regulations governing export, re-export, import, transfer, distribution, use, and servicing of Assets, and agree to obtain at Purchaser's sole cost and risk, all required Government authorizations where applicable. Purchaser will not sell or transfer Assets to any entity listed on a denial order published by Government, or a country subject to sanctions, without first obtaining all applicable licenses or authorizations. Purchaser will not use, sell, or transfer Assets for purposes prohibited by Government, including, without limitation, the development, design, manufacture, or production of nuclear, missile, chemical or biological weapons, unless authorized by a specific license.
- C. Purchaser represents that it has not and will not violate any applicable anti-corruption law in relation to the activities set forth in this Agreement. Without limiting the foregoing, Purchaser represents that it, and its

employees, agents, and representatives have not and will not, directly or indirectly, offer, pay, give, promise, or authorize the payment of any money, gift, or anything of value to any Government Official (which includes any officer, employee or person acting in an official capacity for any government department, agency or instrumentality, any state-owned or -controlled company, any public international organizations, and any political party or candidate) for the purpose of (1) improperly influencing an act or decision of the Government Official, (2) improperly inducing the Government Official to do or not do any act that violates a lawful duty, or (3) securing an improper advantage for or on behalf of Seller or otherwise in connection with this Agreement. Purchaser agrees that should it learn of any such payment, promise, or offer, it will immediately disclose it to Seller.

7. ROHS AND WEEE

Seller makes no representation or warranty of any kind for the Asset regarding the applicability or compliance with: (1) the European Union's (EU) RoHS Directive, 2011/65/EU, WEEE Directive, 2012/19/EU, and EU member state implementing legislation (hereinafter "RoHS/WEEE"), and (2) or any other product material content or end-of-life legislation in any jurisdiction. Purchaser represents and warrants that it understands the requirements of RoHS/WEEE and similar product material content and end-of-life legislation in other jurisdictions that may be applicable to its purchase, sale, and/or the distribution or use of the Asset and that it accepts full responsibility for the proper importation, sale, distribution and/or use of the Asset in accordance with any applicable regulatory requirements.

8. ADVERTISEMENTS

Neither party may use the other party's name in advertisements nor otherwise disclose the existence or content of this Agreement without the other's prior written consent.

9. SEVERABILITY

The terms and conditions stated herein are declared to be severable. Should any term(s) or condition(s) of this Agreement be held to be invalid or unenforceable, then the validity, construction, and enforceability of the remaining terms and conditions of this Agreement will not be affected.

10. CHOICE OF LAW AND FORUM

This Agreement will be construed and interpreted according to the laws of Malaysia without regard to its conflict of laws provisions, and the parties have agreed that the United Nations Convention for the International Sale of Goods will not govern this Agreement. Subject to Section 18 below, all disputes and litigation arising under or relating to this Agreement, including without limitation matters connected with its performance, will be subject to the exclusive jurisdiction of the courts of Malaysia. The parties hereby irrevocably submit to the personal jurisdiction of such courts and irrevocably waive all objections to such venue.

11. FORCE MAJEURE

Neither party will be liable to the other party for any delay in performance or non-performance caused by circumstances beyond Seller's control, including but not limited to, acts of public enemy or terrorism, fire, flood, earthquake, riot, war, changes in applicable law or regulations, court orders, accidents, or labor strikes.

12. SURVIVAL

The provisions of Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 will survive termination or expiration of this Agreement.

13. MODIFICATIONS

This Agreement may not be supplemented, modified, or amended except by a written amendment signed by an authorized representative of each party.

14. ASSIGNMENT

Seller may freely assign or delegate its rights and obligations under this Agreement, in whole or in part, without Purchaser's consent. Otherwise, neither party may assign or delegate its rights and obligations under this Agreement without the prior written consent of the other. Subject to the foregoing, this

Agreement will bind and inure to the benefit of the respective parties and their permitted successors and assigns.

15. HAZARDOUS MATERIAL DISCLOSURE

- A. THIS SECTION 15 APPLIES ONLY IF THE USE OF THE ASSET BY SELLER HAS INVOLVED A HAZARDOUS MATERIAL. IF ASSET(S) HAS INVOLVED A HAZARDOUS MATERIAL, AUCTIONEER WILL IDENTIFY SUCH HAZARDOUS MATERIALS FOR PURCHASER PRIOR TO DELIVERY.**
- B. THE ASSET HAS BEEN CLEANED, BUT SOME RESIDUAL AMOUNTS MAY REMAIN OR MAY HAVE LEACHED INTO THE ASSET STRUCTURE. PROPER PROTECTIVE GEAR AND CLOTHING, AND PROPER SAFETY METHODS SHOULD BE USED AT ALL TIMES WHEN HANDLING AND/OR USING THIS ASSET. MATERIAL SAFETY DATA SHEETS FOR THE HAZARDOUS MATERIALS USED ON THE ASSET WILL BE SENT TO PURCHASER VIA ELECTRONIC MAIL UPON PURCHASER'S WRITTEN REQUEST.**
- C. IF PURCHASER RESELLS OR OTHERWISE TRANSFERS THE ASSET TO A THIRD PARTY PRIOR TO PURCHASER USING THE ASSET, PURCHASER MUST ATTACH DISCLOSURE INFORMATION, SHOWN ABOVE, TO THE ASSET AND TO THE DOCUMENTATION COVERING THE ASSET TRANSFER. IN ADDITION, PURCHASER MUST REQUIRE THAT THE ABOVE DISCLOSURE INFORMATION BE CONTINUOUSLY PASSED ON TO SUBSEQUENT RECIPIENTS UNTIL THE ASSET HAS REACHED THE NEXT RECIPIENT FOR POINT OF END USE.**

16. SOFTWARE LICENSING

This is a sale of hardware items only and does not include a sale or license of program code (software) in any form, regardless of whether such software has been packaged with, integrated into or otherwise included with the Asset. Any software included with the Asset may be the property of a third party. Purchaser agrees to destroy all such software or to obtain an appropriate license for its continued use. The term "license" as used in this section includes any additional licensing that may be required for copyright or other use-related aspects.

17. COUNTERPARTS, DELIVERY BY FACSIMILE, ELECTRONIC SIGNATURE

This Agreement may be executed in any number of counterpart originals, each of which will be deemed an original instrument for all purposes, but all of which will comprise one and the same instrument. This Agreement may be delivered by facsimile, electronic scan, electronic acceptance or electronic signature and a facsimile, electronic scan, electronic acceptance or electronic signature of this Agreement will be binding as an original.

18. DISPUTE RESOLUTION

Any dispute arising directly under the express terms of this Agreement or the grounds for termination of any rights granted under this Agreement will be resolved as follows: First, within forty five (45) days from one party's written request to the other, senior executives of both parties will meet to attempt to resolve such dispute. If the senior executives cannot resolve the dispute, either party may then make a written demand for formal dispute resolution by tendering to the other party notice of the dispute and its intent to invoke the terms of this Section 18. The parties agree to meet within ninety (90) days of such a demand with an impartial mediator selected by mutual agreement to participate in a one-day, non-binding mediation. In the event the parties cannot agree on a mediator, they will each select one nominator, who will not at that time be employed by either party, and the two nominators will agree on and appoint the mediator. If the parties have not resolved the dispute or claim within thirty (30) days after the one-day, non-binding mediation, either party may begin litigation proceedings.

19. TERM AND TERMINATION

This Agreement will be effective from the date of close of auction as designated by Auctioneer. Seller may terminate this Agreement at its sole convenience, at any time until full payment is received with no further Seller obligation or liability to Purchaser. If Seller is unable to deliver the Asset for any reason after payment has been made, Seller will, at its sole option, either issue a credit to be used toward a future purchase from Seller or reimburse Purchaser for any amounts paid to Seller for Asset not delivered. Such credit or refund will be limited to the amounts paid to Seller for the Asset not delivered and will be Purchaser's sole

and exclusive remedy. Seller will be entitled to recall any Assets identified for Auction up until the time the Assets are delivered to Purchaser.

20. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements and understanding relating to the subject matter hereof. Clause headings are for convenience only and will not be used in the interpretation or construction of this Agreement.

Authorized Signatures:

Purchaser:

Signed: _____

Printed Name: _____

Title: _____

Company: _____

Ship To Address: _____

Auction Event Number: _____

Invoice Number(s): _____

Date: _____