

This letter agreement (the "Agreement") confirms and memorializes Micron Semiconductor Asia Pte. Ltd.'s ("Seller's") agreement to sell, and _____ ("Buyer's") agreement to purchase, (the "Equipment") for the total purchase price of \$XXXX United States Dollars (US\$ _____) exclusive of 4% GST, in accordance with the following terms and conditions:

1. **Payment.** Buyer shall make payment in full, upon collection of the Equipment. Payment shall be made by either a cashier's order or wire transfer. Buyer shall pay all applicable duties and taxes. Buyer shall pay all sales commissions, unless otherwise agreed to in writing by Micron.
2. **Delivery.** The Equipment shall be sold EXW Seller's premises at 990 Bendemeer Road Singapore 339942 (INCOTERMS 2000). Seller's liability for delivery shall cease and title and all risk of loss or damage shall pass to Buyer upon Seller making the Equipment available to Buyer on the delivery date, regardless of any provision for payment of freight or insurance or the form of shipping documents. Equipment held by Seller for Buyer shall be at Buyer's risk and expense. Buyer is responsible for packing and loading the Equipment for shipment and/or for clearing the Equipment for export. Buyer shall pay all packing, packaging, loading, transportation, export, customs and insurance costs.
3. **Conditions Precedent To Sale.** As conditions precedent of this Agreement, Buyer will:
 - a) Obtain or assist Seller and its related corporations in obtaining any required licenses and permits under all statutes, rules and regulations of the government of the United States of America and agencies thereof by supplying such documentation or information as may be requested by Seller.
 - b) Comply with such statutes, rules and regulations of Singapore and the United States of America and agencies thereof;
 - c) Maintain the necessary records to comply with such statutes, rules and regulations;
 - d) Not to re-export any Equipment except in compliance with such statutes, rules and regulations;
 - e) Obtain all governmental approvals and licenses necessary to import the Equipment into any other country;
 - f) Not to sell, transfer or otherwise dispose of the Equipment in violation of the export laws or other statutes, rules and regulations of the United States of America or Singapore; and
 - g) Indemnify and hold harmless Seller and its related corporations from any and all fines, damages, losses, costs and expense's (including legal fees, expenses and costs on a full indemnity basis) incurred by Seller and its related corporations [MSA/manufacturer] as a result of any breach of any of the provisions of this Agreement or the purchase or use of this Equipment by Buyer or any of Buyer's customers.
4. **NO WARRANTY. THE EQUIPMENT IS USED AND IS SOLD "AS IS", WITH ALL FAULTS, DEFECTS AND WITHOUT ANY WARRANTY OF ANY KIND. SELLER**

EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

ALL SOFTWARE, IF ANY, IS SOLD "AS IS" AND WITHOUT WARRANTY OF ANY KIND. SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED ON SOFTWARE, INCLUDING BUT NOT LIMITED TO, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET BUYER'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SELLER OR AN AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. BUYER ACCEPTS THE RISKS OF USE AND EXCEPT AS OTHERWISE STATED HEREIN SUCH RISKS FALL SOLELY ON BUYER.

BUYER EXPRESSLY UNDERSTANDS AND AGREES THAT SELLER DOES NOT WARRANT THAT THE EQUIPMENT OR SOFTWARE IS FREE OF CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT BY ANY THIRD PARTY. SELLER HEREBY DISCLAIMS ANY SUCH WARRANTY OR INDEMNIFICATION AGAINST INTELLECTUAL PROPERTY INFRINGEMENT, INCLUDING BUT NOT LIMITED TO PATENT, TRADEMARK, AND COPYRIGHT OR TRADE SECRET INFRINGEMENT.

5. **LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM SELLER'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR THE PERFORMANCE OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD PURSUANT HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, THE NEGLIGENCE OF SELLER, OR OTHERWISE SAVE AND EXCEPT THAT SELLER SHALL BE LIABLE FOR DEATH OR PERSONAL INJURY ARISING OUT OF SELLER'S NEGLIGENCE IN THE PERFORMANCE OF THIS AGREEMENT.**

6. **Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Singapore. The parties agree that Singapore courts have jurisdiction over matters arising from or in connection with this Agreement, that Singapore is an appropriate venue for any litigation arising hereunder, and that all litigation related to this Agreement shall, to the extent possible, be conducted in Singapore. The parties hereby acknowledge and agree that the provisions of the Sale of Goods (United Nations**

Conventions) Act, Chapter 283A are expressly excluded and shall not apply to the terms and conditions of this Agreement.

7. Acceptance and Performance. Time is of the essence in the execution and performance of this Agreement. Buyer shall have this Agreement executed by a duly-authorized representative of Buyer and return it by fax to Seller to the fax number as set out in Section 10 below within one (1) day of the date of this letter. Buyer shall pay for and take delivery of the Equipment within ten (10) days of the date.

8. Taxes. Unless otherwise stated on the face hereof, stated prices do not include any customs duties, sales, use, value added, excise, goods and services, federal, state, local or other similar taxes. All such duties or taxes shall be paid by Buyer, or, in lieu thereof, Buyer shall provide Seller with an appropriate resale or exemption certificate.

9. Force Majeure. Seller shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or any other difficulties which are beyond the reasonable control of Seller.

10. Terms and Conditions. This sale is subject to, and Seller's acceptance is conditioned upon, Buyer's assent to the terms and conditions stated herein and on the face hereof, which are in lieu of and replace any and all terms and conditions set forth in any documents issued by Buyer, including, without limitation, purchase orders and specifications. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS ON ANY SUCH DOCUMENT ISSUED BY BUYER AT ANY TIME ARE HEREBY OBJECTED TO BY SELLER, AND ANY SUCH DOCUMENT SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE HEREUNDER AND SHALL NOT BE BINDING IN ANY WAY ON SELLER. No remedy set forth herein shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. The prevailing party or parties to any litigation or other proceedings arising out of this Agreement shall be entitled to recover its reasonable costs and attorneys' fees from the other party or parties. If it is determined by a court of competent jurisdiction as part of a final non-appealable ruling, government action or binding arbitration that any provision of this Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision shall be enforced as nearly as possible in accordance with the state intention of the parties, while the remainder of this Agreement shall remain in full force and effect and bind the parties according to its terms. All section headings herein are for convenience only and are in no way to be construed as part of this Agreement or as a limitation or expansion of the scope of the particular sections to which they refer. No modification of, or amendment to, this Agreement (including any implied waiver) shall be effective unless in writing signed by all parties hereto. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject

matter hereof and merges all prior or contemporaneous agreements and understandings (whether written, verbal or implied) of the parties with respect thereto.

Please have a duly authorized Buyer representative sign below and immediately fax the signed Agreement to the Purchasing Department at (65) 6290-3646 to reach Seller, and send the original to the attention of the undersigned at 990 Bendemeer Road, Singapore 339942, within ten (10) days of the date of this letter.

Sincerely,
Micron Semiconductor Asia Pte. Ltd, ("Seller")

By: _____

Name: Jen Kwong Hwa

Title: Managing Director

Date: _____

ACKNOWLEDGED AND AGREED:

("Buyer")

By: _____

Name: _____

Title: _____

Date: _____