

Dear Sirs,

First of all, we would like to extend our gratitude to you for the support that you have provided us over the past years in respect of our procurement needs and the business relationship that we enjoy today.

To improve the efficiency of our corporate purchasing function, we have developed a platform for the procurement process known as the “E-Procurement Platform”. Through this E-Procurement Platform, we will be able to transact with you for goods and services in a dynamic, real-time purchasing environment.

We would like to take this opportunity to introduce the main features of the E-Procurement Platform to you.

- 1/ We will upload our forecasted purchasing requirements, purchase terms and conditions and related information ( collectively, the “Offer”) to the E-Procurement Platform and issue a User ID and Password to you. With this User ID and Password, your authorized personnel will be able to access the E-Procurement Platform to view the Offer and other relevant information.
- 2/ The E-Procurement Platform will replace all manual or paper processes and we will not issue any Purchase Order to you in paper form.
- 3/ Upon receipt of the Offer, you agree that your authorized personnel shall within [ 120 ] hours signify your agreement to the terms stated in our Offer by clicking on the appropriate space on the web page. Once you have indicated your acceptance of the Offer in this manner, no change or cancellation is allowed except with the approval of our designated purchasing manager.
- 4/ We reserve the right to amend or withdraw our Offer before your acceptance of the same in the manner described in item 3 above.
- 5/ If we do not receive your agreement to the Offer within the time period prescribed in item 3 above, the Offer will lapse.
- 6/ Should you have any comments or feedback for us in respect of the Offer, please contact our designated purchasing manager by e-mail, telephone or through the communication channel as described in our E-Procurement Platform.
- 7/ For the avoidance of doubt, it is agreed and understood that all Offers and information available on the E-Procurement Platform constitute our confidential information for which you are bound by your confidentiality obligations as set out in the Non-disclosure Agreement you have signed with us.
- 8/ We reserve the right to modify our E-Procurement Platform at any time provided that contracts already made prior to any such modification shall not be affected by the same.
- 9/ You agree that all transactions made hereunder and all disputes arising under or in connection with the E-Procurement Platform shall be governed by the Laws of Taiwan, R.O.C.

If you agree to the above and the attached “*UMC Purchase Order Terms And Conditions*” , please kindly signify your agreement by signing this letter in duplicate at the space below and returning a duly signed letter to us at the following address: No.3, Li-Hsin Road II, Hsinchu Science Park, Hsinchu City, Taiwan, R.O.C.

Once signed by you, this letter and its attachment constitute a binding agreement between us.

Yours faithfully,

\_\_\_\_\_

(Andy Lin)

Title : Senior Division Director of  
Operations Support  
United Microelectronics Corporation

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

\*\*\*\*\* CONFIRMATION \*\*\*\*\*

We, \_\_\_\_\_ [Name of Vendor] , confirm our agreement to the matters stated herein.

Signed by : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

UMC vendor code : \_\_\_\_\_

Attachment:

**UMC PURCHASE ORDER TERMS AND CONDITIONS**

1. **PRICES AND TAXES** Seller warrants that the prices for goods or services ordered do not exceed the lowest charged to any other for similar quantities and delivery requirements. Unless agreed in writing otherwise, the prices in this purchase order include all applicable taxes, and no additional charges shall be imposed by Seller for any reason including but not limited to training, qualification support, safety charges, for Seller's third party liability insurance or employer liability insurance, or for management charges, cleaning charges or solid/ liquid waste clean-up, where applicable. Seller hereby acknowledges that the prices in this purchase order are sufficient to compensate Seller for all obligations, liabilities, restrictions and/or prohibitions hereunder imposed on Seller.
2. **INVOICES** Seller will submit invoices in duplicate showing; purchase order number; item number; description, size and quantity; unit prices, each applicable tax; extended totals; and any other information specified elsewhere herein. Seller must include proof of delivery or a receipt with each invoice. Payment will not constitute acceptance of goods and will be subject to adjustment for errors, shortages, defects in the goods or other failure. Buyer may at any time set off any amount owed by Buyer to Seller against any amount owed by Seller or any of its affiliated companies to Buyer.
3. **OVER/UNDERSHIPMENTS** Buyer has no obligation to accept quantities other than those ordered and no payment obligation for quantities over the maximum ordered or for goods delivered but not ordered. Overshipments will be held at Seller's risk and expense for a reasonable time awaiting shipping instructions. Seller will pay all return shipping charges for returns and for excess quantities.
4. **PACKING AND SHIPMENT** Unless otherwise specified, prices based on weight cover only the net weight of material ordered and no charges will be allowed for packing, handling, transportation, storage or other packing requirements. Unless otherwise specified, Seller will package and pack all goods in a manner which is (i) good commercial practice, (ii) acceptable to common carriers for shipment at the lowest rate for the particular goods, (iii) in accordance with local governmental regulations, and (iv) adequate to insure safe arrival of the goods at the destination. Seller will mark all containers with necessary lifting, handling, and shipping information and with purchase order numbers, date of shipment, and the names of the consignee and consignor. An itemized packing list must accompany each shipment. No partial or complete delivery will be made prior to the due date or dates shown unless Buyer has given prior written consent.
5. **WARRANTY** Seller warrants that all goods delivered (i) will be of even quality and kind, free from defects in workmanship, material, and manufacture, (ii) will comply with the requirements of this purchase order, including any drawings or specifications incorporated herein or samples furnished by Seller, (iii) where design is Seller's responsibility, will be free from defects in design and from infringement of the intellectual property rights of third parties, (iv) shall not contain or require use of any cfc (chloro-fluoro-carbons). These warranties are conditions to this purchase order. They are in addition to all other warranties, whether express or implied, and will survive inspection, acceptance or payment by Buyer. All warranties run to the benefit of and are enforceable by Buyer and its customers. Buyer's approval of Seller's materials or design will not relieve Seller of any warranties. If any goods delivered do not conform with the requirements of this order or do not meet any applicable warranties, in addition to all other remedies, Buyer may, at its option, (i) require Seller to correct or replace any defective or nonconforming goods promptly and at no cost to Buyer, or (ii) return such defective or nonconforming goods to Seller at Seller's expense and recover from Seller the price, (iii) correct the goods and charge Seller with all resulting cost or damages, or (iv) accept the goods with an adjustment in price.
6. **INSPECTION AND ACCEPTANCE** Notwithstanding any payments or other inspection, all goods are subject to final inspection and acceptance at Buyer's plant within a reasonable time after delivery. In addition to all other remedies, if, after request, Seller fails to promptly replace or correct any defect, then Buyer may, without further notice, cancel this purchase order under Item 9 below.
7. **CHANGE ORDERS** Buyer may at any time, by a written order, suspend performance, increase or decrease the ordered quantities, change the due date or make changes in any one or more of (a) applicable drawings, designs or specifications; (b) method of shipment or packing; and/or (c) place of delivery. If change increases cost to or time required by Seller for performance then at the request of Seller, the parties shall negotiate a written adjustment in price or schedule or both. No claim for such an adjustment will be valid unless asserted within twenty (20) days from the date Seller received notification of change. Nothing in this Item 7 will excuse Seller from performing under this purchase order as changed or amended.
8. **SPARES, REPAIRS, REPLACEMENTS, UPGRADES** Notwithstanding anything to the contrary: (a) all repairs and corrective actions taken during the warranty period shall be warranted as for original goods; (b) Seller will maintain availability of adequate spares, replacements and repair parts for the duration of the expected useful life of the goods; and (c) Buyer will have high priority for upgrades (hardware, software and/or firmware), spares, replacements (including next generations), extensions, repairs, warranty support and, if agreed upon, for maintenance.
9. **DISCONTINUANCE** Seller warrants that it shall ensure stable and continuous supply to Buyer, in the event that Seller intends to discontinue the manufacture or supply of any of its goods, it shall issue written notice to Buyer least twenty-four (24) months ("Last Time Buy Period") prior to the date of implementation of such discontinuance. And Seller shall grant Buyer the opportunity to place purchase orders during the Last Time Buy Period, and shall accept such purchase orders and deliver goods in compliance with such purchase orders. In the event of any breach of this Section, Seller shall be responsible for any loss and damage incurred by Buyer arising out of or in connection with such breach (including but not limited to loss of profit, customer's damages and losses claimed against Buyer, the verification cost and additional expense for purchase of replaced goods with other suppliers and any types of damages).
10. **CANCELLATION FOR DEFAULT** It is understood and agreed that time is of the essence because the goods or services ordered are needed for goods that have a very short, carefully timed market life; failure of Seller to deliver on the due date could cause Buyer's goods to be unmarketable. Buyer may, by written notice, cancel this order in whole or in part if, in Buyer's good faith opinion, Seller (i) has failed to make delivery of the items or to perform the services within the time specified; or any written extension; or (ii) has failed to replace or correct defective items in accordance with Items 5 or 6 above; or (iii) has failed to perform any of the other provisions of this purchase order; or (iv) has so failed to make progress under this purchase order as to endanger performance in accordance with its terms. Upon cancellation for Seller's default, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, goods or services similar or substantially similar to those cancelled. Seller will be liable for any excess costs resulting. If all or a portion of this order is cancelled for Seller's default, Buyer may require Seller to preserve, transfer title and deliver to Buyer, in the manner and to the extent directed by Buyer, (i) all completed items not yet delivered and (ii) any partially completed items and materials produced or acquired for performance. Payment for completed items delivered to and accepted by Buyer under this paragraph will be in an amount (not to exceed the contract price) agreed upon by Seller and Buyer; however, Seller's above obligations will not be contingent upon prior agreement as to such amount. Nothing in this Item 9 will excuse Seller from proceeding with any uncancelled portion of this purchase order.
11. **TERMINATION FOR CONVENIENCE** At any time for convenience, Buyer may terminate this purchase order, in whole or in part, by written or facsimile notice. Upon such termination, and without any delay for any reason, Seller will take all steps to stop all work and eliminate or reduce all expenses and costs and protect and assign or deliver to Buyer things, orders and subcontracts held or acquired by Seller in connection with this purchase order. Within six (6) months after such termination, Seller may submit to Buyer its written request or claim for termination charges, in the form and with the certificates prescribed by Buyer. Failure to submit the claim within six months will waive all claims and release all Buyer's liability arising out of the termination. After Seller fulfills its above obligations, the parties will discuss the request. In no event will Buyer be liable for any amounts in excess of the aggregate price in this order for the goods or work so terminated.
12. **RISK OF LOSS OR DAMAGE** Notwithstanding any inspections or term herein, Seller will bear all risk until final acceptance of the goods by Buyer at destination. Seller also bears all risk with respect to any goods rejected by Buyer. Buyer, however, will be responsible for any loss occasioned by the gross negligence of its employees acting within the scope of their employment.
13. **WAIVER** The failure of Buyer at any time to enforce any of the provisions of this purchase order, to exercise any election or option provided, or to require any performance by Seller will not in any way be a waiver of such provisions.
14. **REMEDIES** The remedies stated herein are in addition to all other remedies at law or in equity.
15. **INDEMNIFICATION** Seller agrees to defend, hold harmless and indemnify Buyer, its officers, employees, agents, customers, successors, and assigns against any loss, damage, and liability (including costs, attorneys' fees, and expenses) for actual or alleged infringement of any patent, copyright, trademark, or other intellectual or industrial property right arising out of the use or sale of the goods by Buyer, its agents or customers; and Buyer will notify Seller of any suit, claim or demand involving such infringement. If any injunction is issued as the result of any such claim, suit or demand, in addition to the above, Seller also agrees, at Buyer's option, to (i) refund the amounts paid for the goods covered by the injunction, or (ii) furnish Buyer with acceptable and noninfringing goods to replace the goods covered by the injunction. Seller agrees to defend, hold harmless and indemnify Buyer against any and all liability, claim, loss, damage, cost and expense (including attorneys' fees) arising out of and/or resulting from any alleged defect in the goods, whether latent or patent, including allegedly defective or improper construction, manufacture and/or design, or from any failure to comply with specifications. Seller warrants that there are no liabilities for royalties, taxes, mechanics liens or other encumbrances on the goods supplied and agrees to indemnify Buyer against any such liabilities. The foregoing indemnifications are in addition to all other rights of Buyer against Seller.
16. **NON-DISCLOSURE OF CONFIDENTIAL MATTER** Seller will not quote for sale or sell to others any goods purchased under Buyer's specifications or drawings without the prior written consent of Buyer. All specifications, drawings, samples, and other data furnished by Buyer will remain Buyer's property, and will be returned to Buyer on request. Seller will not use or disclose any such information except to the extent necessary to perform its obligations under this purchase order, and will use reasonable care in maintaining the confidentiality or such information. Any disclosures made pursuant to this paragraph shall be under confidentiality terms at least as stringent as those contained in this paragraph.

17. ASSIGNMENTS No right or obligation under this purchase order (except the right to receive monies due) may be assigned by Seller without the prior written consent of Buyer, and any purported assignment without such consent will be void. If considered necessary by Buyer in connection with a sale of Buyer's assets or a transfer of its obligations, Buyer may assign this purchase order at any time.
18. NOTICE OF DELAYS Whenever any event delays or threatens to delay timely performance of this purchase order, Seller will immediately notify Buyer and furnish all relevant details. No such notice however will waive any due dates for Seller's performance.
19. PATENT LICENSE Seller, without further cost to Buyer, grants to Buyer an irrevocable, non-exclusive, royalty-free license and sublicense to use, sell, import, export, manufacture, and cause to be manufactured goods embodying any inventions and discoveries involved or made, conceived or actually reduced to practice in connection with the performance of this purchase order.
20. INTEGRATION CLAUSE Performance under (and/or shipment of goods described in Buyer's purchase order) constitutes acceptance of this UMC PURCHASE ORDER TERMS AND CONDITIONS (except where another written master purchase agreement signed by an officer of Buyer currently exists, such master agreement shall apply and control). Except as expressly stated in a writing signed by an authorized officer of Buyer, Buyer expressly objects to and rejects (without further notice or formalities) any contrary terms in any quotation, acknowledgement, communication or other document relating to Buyer's orders or the goods involved. This is the exclusive statement of the parties agreement on the subjects included, and may not be waived, amended or modified except by a writing signed by the party to be bound. No Customer Acceptance Report (CAR) or other communication may waive, amend or modify this UMC PURCHASE ORDER TERMS AND CONDITIONS.
21. APPLICABLE LAW; JURISDICTION This purchase order and all performance and disputes arising out of or relating to goods and services ordered will be governed by the laws of the Republic of China, without reference to conflict of laws principles and excluding the U.N. Convention on Contracts for the International Sale of Goods and the Taiwan Hsinchu District courts of the R.O.C. will have the sole and exclusive jurisdiction and be first instance venue over any dispute arising out of or relating to this UMC PURCHASE ORDER TERMS AND CONDITIONS or any sale, services or goods hereunder, and Seller consents to such jurisdiction.
22. MISCELLANEOUS This UMC PURCHASE ORDER TERMS AND CONDITIONS shall supersede all prior oral and written understandings between both parties with respect to the subject matter hereof. Any conflict between this UMC PURCHASE ORDER TERMS AND CONDITIONS and any documents made between both parties, the terms in this UMC PURCHASE ORDER TERMS AND CONDITIONS shall prevail. In addition to Buyer's any right and benefit under this UMC PURCHASE ORDER TERMS AND CONDITIONS, Buyer shall, with respect to subject matter hereof, be entitled to enjoy and exercise any right and benefit under other written agreement or documents and applicable laws.

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