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6. Seller will not be liable for any damages due to any failure or delay in its performance as result of any events beyond its reasonable control. Seller may cancel without liability any order delayed by any such cause(s). In its sole discretion, Seller may allocate, defer, delay, or cancel the shipment of any product which is in short supply.

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8. If Your order is placed under a contract with the United States Government, Seller agrees to comply only with those contract provisions and regulations that meet both of the following conditions: (a) Seller must comply with such provisions and regulations as a matter of law, and (b) You have identified them in writing at the time of order placement. In no event will United States Government Cost Accounting Standards apply. To the extent not exempt, You shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. You covenant that products sold by Seller will not be used in life support systems, human implantation, nuclear facilities or systems or any other application where product failure could lead to loss of life or catastrophic property damage. In the event that You breach such covenant, You will fully defend, indemnify and hold harmless Seller, its agents and Suppliers from any claims resulting from such breach.

9. You will comply with any applicable export or resale restrictions and regulations. Seller does not warrant and will not be liable for any error with regard to the accuracy of any statement as to product country of origin, ECCN, HTS Code, RoHS compliance, parametric or contrast mineral data or compliance with applicable law. You certify that You: (a) comply with all applicable laws, including the labor laws and regulations and anti-bribery regulations in the jurisdictions where You operate and (b) comply with Seller's Business Partner Code of Conduct (http://www.arrow.com/about-arrow/BusinessPartnerCoded/Conduct.pdf).

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11. Notwithstanding paragraph 3, the performance of any value-added service may void Supplier's warranty. Orders incorporating such services may become non-cancelable and the products non-returnable. Any third party value-added service provider is deemed to be Your agent. Seller shall have no liability for any technical advice offered or given.

12. All rights in intellectual property owned or licensed by Seller or Supplier are hereby reserved and deemed restricted or limited. Seller makes no representation or warranty with respect to such rights and will have no liability in connection with them. You agree to comply with all requirements with regard to any intellectual property (including any requirement to enter into a separate license agreement and prohibitions against duplicating, reverse engineering or disclosing the same), even if Seller has broken the seal on any "shrink-wrapped" software. If You provide Seller with any intellectual property, You warrant that You have all necessary legal rights to such intellectual property. You will indemnify Seller against and defend and hold it harmless from all liability, cost or expense arising out of or relating to any (a) breach or alleged breach of these terms and conditions, or (b) Your use or sale of the products or services, including infringement claims that arise from Yielduse of products or services in combination with other products or services.

13. None of Your obligations or any order may be cancelled, rescheduled, reconfigured, or assigned without Seller's prior written authorization and, in such event, You will be liable to Seller for any additional costs and expenses incurred by Seller. Prices are subject to change by Seller for any reason, including (a) upon Your rescheduling or reconfiguration of orders, or (b) in response to Supplier's price increases or if a price has been quoted in error, wherein You may cancel the undelivered portion of any affected order by delivering written notice to Seller prior to the shipment thereof and within 10 days of Your receipt of notice of the price increase. Seller may assign Its accounts receivable. In order to defray the cost of Your account administration, any amount owed to You which remains unclaimed by You for a period of twelve months will become the property of Seller.

14. If any term or provision set forth herein is deemed to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not effect any other term or provision or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify these terms and conditions to affect our original intent as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(AEI 1215)