



defense and all negotiations relative to the settlement of any such claim, provided, however that Seller shall not agree to a settlement which imposes an unindemnified obligation upon Buyer or that requires Buyer to agree to any action or inaction without first obtaining Buyer's explicit written approval for such settlement. In no event shall either party be liable to the other for special, incidental, or consequential damages of any kind.

13. INTELLECTUAL PROPERTY INFRINGEMENT. Seller shall indemnify and hold and save Buyer, its agents, customers and users, harmless of and from any and all loss, damage or liability (including attorneys' fees and other reasonable legal expenses) for or on account of or resulting from any claim of infringement of any third party patent, copyright, trademark or other proprietary right relating to Buyer's use and/or resale of any article furnished under this Purchase Order. Buyer shall promptly give Seller notice of any such proceeding instituted against Buyer and Seller shall, at Seller's sole expense, control the defense of such action, including settlement discussions, except that Seller shall not enter into a settlement which imposes an unindemnified obligation on Buyer or commits Buyer to action or inaction without Buyer's prior written approval. Buyer may at its option participate in the defense of any such action in a consulting role provided that it pays its own costs of such participation. Unless Buyer agrees otherwise in writing at the time, Seller shall, in addition to all its other obligations under this Section, obtain for Buyer the unfettered right to continue to use and/or resell all articles which are the subject of any infringement claim and Seller shall pay all fees and other costs of any license for such right.



22. ROHS COMPLIANCE. To the extent applicable, before shipping any of the articles, Seller shall notify Buyer if any of the articles contain any substances regulated by the EU Restriction on Hazardous Substances (RoHS) directive in effect at the requested shipment date. If any of Seller's articles contain any such substances, Seller shall notify Buyer of the quantity (in parts per million) of each such substance in each article which contains them. Seller's shipment of the articles shall constitute Seller's certification to Buyer that no article contains any substance subject to the RoHS directive in a quantity which exceeds the RoHS maximum permissible limits.