GENERAL CONDITIONS OF PURCHASE

"Buyer" means Autodesk Asia Pte Ltd, Autodesk Inc, and/or such other Autodesk owned entity that is the party to this Agreement or is named in the "BILL TO" section of this purchase order, as the case may be.

"Changes" means items ordered pursuant to this purchase order.

"Materials" means materials or items used in the manufacture or supply of Goods.

"Services" means those items purchased by Seller pursuant to this purchase order.

"Services purchased pursuant to this purchase order (OR IF THIS ORDER IS IN HARD COPY FORM, ON BOTH THE FRONT AND REVERSE SIDES OF THIS DOCUMENT). ACCEPTANCE OF THIS PURCHASE ORDER IS EXPRESSLY MADE ON THE CONDITION THAT IN THE EVENT OF ANY CONFLICT BETWEEN THE SELLER'S TERMS AND CONDITIONS AND THIS ORDER OR IN THE EVENT THE SELLER'S TERMS AND CONDITIONS APPLY IN ACKNOWLEDGING THIS ORDER OR IN THE EVENT SERVICES PURCHASED OR WORK DELIVERED UNDER THIS PURCHASE ORDER SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OF SELLER THAT SEEMS NOT TO CONFORM TO THE RESERVATION.

1. Changes, Modifications, waivers, additions or amendments to the terms and conditions of this order shall be binding on Buyer only if they are in writing and signed by a duly authorized representative of Buyer. Seller shall be responsible for requesting proof of authorization when requested by Buyer.

2. Applicable Law: Forum

The validity, interpretation and performance of these terms and conditions shall be governed by the laws of the State of California. Any disputes arising hereunder shall be subject to the jurisdiction of the courts of the State of California.

3. Compliance with Law

Seller agrees that at all times it will comply with all applicable laws, rules and regulations, including those affecting or limiting prices, production, purchase, sale and use of Goods or Services purchased pursuant to or by written notice to Seller. Seller agrees to timely certify compliance with such laws in such forms as Buyer may request.

4. Release of Information

Neither party hereto shall, without the prior written consent of the other party (which consent shall not be unreasonably withheld) publicly announce or otherwise disclose the existence of the terms of this Agreement or release any publicity regarding this Agreement. This prohibition shall survive the expiration, termination or cancellation of this Agreement.

Any knowledge or information which Seller may disclose to Buyer shall not be deemed to be confidential or proprietary information and shall be acquired by Buyer free from any restrictions to use or disclosure thereof.

5. Warranty

(a) Seller shall represent and warrant that (i) all Goods or Services supplied by Seller under this order conform to the requirements, specifications and drawings applicable thereto, and (ii) Goods or Services supplied by Seller are new, and not second hand or reconditioned. If Goods or Services supplied by Seller are second hand or reconditioned, Seller shall so represent and warrant same.

(b) Seller's failure to deliver Goods or Services shall be deemed a material breach of Contract, and in the event of such failure Buyer may cancel any or all future deliveries from Seller without penalty, and shall not be required to make any further payment therefor unless specifically requested by Buyer.

6. Waiver

Any failure of Buyer to enforce at any time or for any period of time any of the provisions of this purchase order shall not constitute a waiver of such provisions nor of Buyer's right to enforce each and every provision.

7. Acceptance and Warranty

Final acceptance of Goods or Services by Buyer shall not occur until after Buyer has had an opportunity to inspect and test the Goods or Services and has had an adequate time to assess their quality and quantity. Buyer shall notify Seller in writing of any defects or deficiencies discovered in the Goods or Services. If Buyer determines that the Goods or Services do not substantially conform to the order, Buyer may reject the Goods or Services in whole or in part. Such rejection shall be final and irrevocable. Seller shall have no right to cure if Buyer has rejected the Goods or Services.

8. Acceptance and Warranty

All Goods and Services will be subject to inspection and tests by or on behalf of Buyer or any authorized representatives to verify conformance to such applicable specifications and drawings. Material, equipment, special drawings, dies, patterns or other items are furnished by Seller in supplying Buyer shall be used by Seller for any purpose other than supplying Buyer, or for any purpose other than permitting Buyer to use the Goods or Services for which they are supplied. Seller shall not use such items for any purpose other than permitting Buyer to use the Goods or Services for which they are supplied.

9. Implementation

(a) All Goods shall be shipped FOB destination unless otherwise specified herein. Risk of loss or damage to Goods shall remain with Seller until accepted by Buyer. Buyer agrees to receive the Goods in the condition in which the Goods are shipped. Buyer is responsible for all claims related to the Goods or Services and is also responsible for all claims related to the Goods or Services for which the Goods or Services were purchased.

(b) Risk of loss of or damage to Goods shall remain with Seller until accepted by Buyer. Buyer agrees to receive the Goods in the condition in which the Goods are shipped. Buyer is responsible for all claims related to the Goods or Services and is also responsible for all claims related to the Goods or Services for which the Goods or Services were purchased.

10. Assignments

(a) Buyer may assign its rights and obligations hereunder to any person or entity without Buyer's prior written consent. Seller shall have no right to assign its rights and obligations hereunder without Buyer's prior written consent. Buyer reserves the right to require any assignee to indemnify Buyer against all claims and damages imposed upon or incurred by Buyer for failure of Seller to deliver Goods or Services or for any overpayment made to Seller.

(b) No charges of any kind, including charges for boxing or cartage, will be allowed unless specifically agreed by Buyer in writing. Pricing by weight, where applicable, will net weight of Goods, unless otherwise agreed.

11. Time of Delivery

The delivery dates indicated by Buyer for the Goods or Services to be supplied under this purchase order are of the essence. Failure to meet such delivery dates shall be a material breach of contract, and in the event of such failure Buyer may cancel any or all future deliveries from Seller without penalty, and shall not be required to make any further payment therefor unless specifically requested by Buyer.

12. Price Adjustment

Buyer will not accept delivery at any increase in price above that indicated on the purchase order. Any price decrease will be effective upon the agreed effective date, and Buyer shall be entitled to rescind the contract if there is any delay in the delivery of the Goods. Buyer shall not be required to make any additional payment for the Goods or Services supplied hereunder.

13. Notice of Labor Disputes

Whenever any actual or potential labor dispute delays or threatens to delay the performance of this order, Seller shall immediately give notice thereof to Buyer. In the event of labor disputes, Buyer may, at its option, either cancel or reschedule delivery of the Goods or Services hereunder.

14. Payment Terms

Extra charges, modifications, waivers, additions or amendments to the terms and conditions of this order shall be binding on Buyer only if they are in writing and signed by a duly authorized representative of Buyer. Buyer shall be responsible for requesting proof of authorization when requested by Buyer.

15. Extra Charges

Extra charges, modifications, waivers, additions or amendments to the terms and conditions of this order shall be binding on Buyer only if they are in writing and signed by a duly authorized representative of Buyer. Buyer shall be responsible for requesting proof of authorization when requested by Buyer.

16. Change in Terms and Conditions

(a) Any change in the terms and conditions of this order shall be binding on Buyer only if they are in writing and signed by a duly authorized representative of Buyer. Buyer shall be responsible for requesting proof of authorization when requested by Buyer.

(b) Majority or controlling interest obtained by any other entity.

(c) Any change in the terms and conditions of this order shall be binding on Buyer only if they are in writing and signed by a duly authorized representative of Buyer. Buyer shall be responsible for requesting proof of authorization when requested by Buyer.

17. Setoff

(a) Buyer may offset all amounts owing to Buyer from any amount owing to any party, from Seller to Buyer or any subsidiaries or affiliates of Buyer against any amount payable at any time, from Seller to Buyer or any subsidiaries or affiliates of Buyer against any amount payable at any time, from Buyer to Seller or any subsidiaries or affiliates of Buyer against any amount payable at any time.

(b) Buyer may make any setoff against any amount owing to Buyer from any amount owing to any party, from Seller to Buyer or any subsidiaries or affiliates of Buyer against any amount payable at any time, from Buyer to Seller or any subsidiaries or affiliates of Buyer against any amount payable at any time, from Seller to Buyer or any subsidiaries or affiliates of Buyer against any amount payable at any time.

(c) Any change in the terms and conditions of this order shall be binding on Buyer only if they are in writing and signed by a duly authorized representative of Buyer. Buyer shall be responsible for requesting proof of authorization when requested by Buyer.

18. Taxes

Any attachments referenced on this order shall be deemed for all purposes to be an integral part of this order. In the event of irreconcilable conflict between the referenced attachments and the terms stated herein, the terms stated herein shall prevail.

19. Severability

If any provision of these general Conditions of Purchase is found to be invalid or otherwise unenforceable, the further provisions herein will remain fully effective and the parties will endeavor to agree on a provision that is valid and enforceable and which is as closely as possible in effect to the provision found invalid or unenforceable, without being themselves invalid or unenforceable.