GENERAL CONDITIONS OF PURCHASE

"Buyer" means Autodesk Asia Pte Ltd, Autodesk Inc, and/or such other Autodesk owned entity that is indicated or named as the "Buyer" or "Customer" on this purchase order or as otherwise nominated by Buyer in writing.

"Order" means the purchase order or contract document, whether or not in hard copy form, on the face of which this Agreement is indicated.

"Seller" means the party named as the "Supplier" on this purchase order and all its divisions, subsidiaries, affiliates, and agents.

"Goods" means any tangible personal property hereunder.

"Services" means professional services, engineering, testing, expert services, and any other intangible services or performance hereunder.

"Purchaser" means any party other than Buyer to whom Goods or Services are sold or delivered as provided in this Agreement.

"Intellectual Property Rights" means all right, title, and interest in any and all proprietary rights arising from patents, trademarks, copyrights, and other indicia of ownership anywhere in the world, whether registered or unregistered and any and all applications, registrations, renewals, extensions, and reissues of such.

"Foster" means to provide advice or service or to assist in the purchase of Goods or Services described on this purchase order, without charge.

"Negotiable Credit Instruments" means personal checks, travelers checks, cash, letters of credit, and any other monetary instrument except for drafts (including sight drafts) or money orders.

"Non-negotiable Credit Instruments" means drafts, money orders, and other non-negotiable monetary instruments.

"Exports" means the process of selling Goods to a foreign country, which is defined as a country if it is listed on the U.S. Treasury Department’s list of countries for export controls.

"Buyer’s Right to Reject Goods" means the right to reject Goods or Services based on the condition of the Goods or Services or, in the case of Services, the performance of the Services. This Agreement shall be terminable by Buyer at any time during the term of this Agreement, upon seven days’ written notice, if Buyer determines, in Buyer’s sole discretion, that Buyer has been materially injured by any breach of this Agreement by Seller. Buyer shall give Seller an opportunity to cure the breach before terminating this Agreement. Buyer shall not be liable for any delay during the cure period. Seller’s cure of the breach shall be considered acceptable to Buyer’s satisfaction. The provisions of this paragraph apply if Buyer gives written notice to Seller of termination of this Agreement. Buyer shall not be liable for any delay during the cure period. Seller’s cure of the breach shall be considered acceptable to Buyer’s satisfaction.

"Buyer’s Right to Require Performance in Accordance with Prior Orders" means the right of Buyer to require Seller to perform Work in accordance with work previously performed by Seller.

"Buyer’s Right to Inspect or Test Goods or Services" means the right of Buyer to inspect or test Goods or Services to determine their conformance to Buyer’s specifications or requirements.

"Buyer’s Right to Test Goods" means the right of Buyer to test Goods before allowing them to be placed in service or otherwise delivered.

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