



Purchase Order  
CHANGE ORDER

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
1011P-0000147990	06/17/2021	1 - 06/30/2021	1
Payment Terms	Freight Terms	Ship Via	
Net 120	COLLECT FOB ORIGIN-SEE BELOW	SEE BELOW	
Buyer	Phone/Email	Currency	
Colegrove, Sara M	607 248 1200	JPY	

Facilities Construction  
Corning Incorporated  
Corporate Procurement  
Corning NY 14831  
United States

Supplier: 0000129999  
SFA ENGINEERING  
262 YUNPOSUN RO DUNPO MYEON  
ASAN SI  
CHUNGCHUNG NAM DO 31421  
Korea, Republic of  
Fax: 17167419649

Ship To: 3109Z  
Corning Display Technologies Taiwan Co. LTD  
No. 1 Keyuan Road,  
Shi Tun District, Taichung City  
Taiwan

Bill To: CSS - Corning Incorporated  
Accounts Payable  
mailsvc@corning.com  
United States

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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1- 1	TC08 BOD Rebuild	1.00	LO LOT	159,775,000.00000000	159,775,000	03/15/2022
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Schedule Total 159,775,000

DELIVER TO: LARRY LIU

Item Total 159,775,000

PROGRESS PAYMENTS: Upon completion of the first milestone, please e-mail your invoice for the first installment to: mailsvc@corning.com.

Within 120 Days after submitting and receiving formal invoice.  
50% payment of Contract amount after move-in completion.  
30% payment of Contract amount after installation completion.  
20% payment of Contract amount after Final Acceptance

CRITICAL – RESPOND TO EMAIL ADDRESS: preprocteam@corning.com  
CORNING INCORPORATED'S ACKNOWLEDGEMENT REQUIREMENTS:  
• PROVIDE AN ORDER ACKNOWLEDGEMENT.  
• PROVIDE CURRENT EXPECTED SHIP DATE(S) FOR ALL ITEMS.  
• SPECIFY ANY DELIVERY PROBLEMS BY LINE ITEM.  
• IF THE ORDER OR LINE ITEM(S) IS FOR A NON-DELIVERABLE (SUCH AS ENGINEERING) INDICATE THIS AS SUCH AND WE CAN REMOVE THE ORDER / ITEM FROM FUTURE MESSAGES.

PRICING ONLY PER QUOTE 21TC08-BOD-02 DATED 9-JUN-2021

THE REQUIRED DATE IS THE DATE THIS NEEDS TO BE ON SITE AT THE SHIP TO LOCATION.  
SHIP TO THE ATTENTION OF: LARRY LIU

THIS ORDER MUST BE MARKED AND PACKAGED SEPARATELY FROM ANY OTHER ORDER.  
MARK ALL PACKAGES, INVOICES AND CORRESPONDENCE WITH THE PURCHASE ORDER # AND TC08\_FR22

PLEASE CONTACT Huang, Albert (HuangMT@Corning.com) IF THE ORDER CAN'T BE DELIVERED ON SITE BY THE REQUIRED DATE OR IF YOU HAVE ANY QUESTIONS ABOUT THIS ORDER.

"Transfer of Warranty: Notwithstanding anything to the contrary in this purchase order, Seller acknowledges and agrees that Buyer's purchases and the warranty obtained hereunder are intended for the sole benefit of its wholly owned subsidiary ("Buyer's Subsidiary") located at the Product's ultimate destination. Seller further agrees that Buyer may pass through, in Buyer's sole discretion, any and all unexpired warranties provided by Seller hereunder to Buyer's Subsidiary. Each party waives the right to contest the full use and effectiveness of the transfer of such warranty by Buyer to Buyer's Subsidiary set forth in the preceding sentence."

FINAL DESTINATION: TAIWAN

Authorized Signature

Questions; contact the Buyer listed at the top.

*Albert C. Huang*  
Vice President, Global Supply Management



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\*\*\*\*\*PLEASE DO NOT DUPLICATE ORDER\*\*\*\*\*

\*\*\*\*\*CHANGE ORDER ONLY\*\*\*\*\*

(6-30-21) REASON FOR CHANGE: UPDATED PAY TERMS BASED ON AGREED TO TERMS (TO N120) AND ADDED LANGUAGE TO ORDER.

Note: (ADDED 6-30-2021)

- Seller shall meet all of Taiwan, Republic of China ("ROC") national and local laws and regulations and all of trade compliances requirement of ROC and related local customs requirements.
- All kind of Taxes and duties shall be included in the prices, any exception shall be identified otherwise.
- Seller should provide the "Warranty Statement" and "Bank Warranty Bond" (or the same amount of cash retention, which form is required by Buyer), to cover all the warranties mentioned above. Unless the warranty period is otherwise specified in this PO, the following warranty shall apply: if, any time prior to a date twenty four (24) months after acceptance of the Project as a whole by Buyer or, with respect to liens, title or latent defects at any time, it appears that the WORKS, or any part thereof, do not conform to these warranties, and Buyer so notifies Seller within a reasonable time, Seller shall promptly correct such nonconformity to the satisfaction of the Buyer, at Seller's sole expense; failing which Buyer may reject or revoke acceptance, and cover by making any reasonable purchase of WORKS in substitution for those rejected and the Seller will be liable to the Buyer for any additional costs for such substituted WORKS; or BUYER may proceed to correct Seller's nonconforming work by the most expeditious means available, and the costs for such correction shall be for Seller's account; or Buyer may retain the nonconforming WORKS and an equitable adjustment reducing the order price to reflect the diminished value of such nonconforming WORKS will be made by written revision. Buyer reserve the right to reimburse consequential damage such as loss of profit, loss of use or production and cost of capital.

Seller further warrants any and all corrective actions it performs against defects in design, equipment, materials and workmanship for a renewed period of twenty four (24) months or other period as defined by this PO following acceptance by Buyer of the corrected work.

4. Milestone Schedule: (If any change, will inform by separated notice)

FOB	8/22/2021
Move in	9/22/2021
Cold debug	12/3/2021
Hot debug	12/24/2021
Final Acceptance Test	1/20/2022

Overall Completion incl. turnover documents and defects complete: 1/31/2022

If Seller fails to deliver the equipment or materials or perform the WORKS within the time frames specified in the task order for the order Milestones listed above, or any extensions evidenced by a Change Notice/Order or duly executed task order Amendment, the Seller shall pay to Buyer as fixed, agreed and liquidated damages for each calendar day of delay penalize 0.3% of total order value and the total will not exceed 20% of the order value. When the delay reaches 20 calendar days, Buyer has the right to terminate this PO or the whole contract and seek for any compensation caused by the termination besides the liquidated damages.

The Schedule potentially will be changed by Buyer, and Seller shall follow the latest schedule to arrange his resource to complete the work. Seller shall inform Buyer prior to purchase of any parts or materials of Works. Buyer will notify Seller schedule change, if any, for actions.

5. Payment term: Within one hundred-twenty (120) calendar days after receipt of Seller's correct invoice,

- Buyer will pay Seller the 50% of full PO value after Move-in completion,
- Buyer will pay Seller the 30% of full PO value after installation completion,
- Buyer will pay Seller the balance of 20% upon the submission of the close-out document (included 10% bank warranty bond as 2 years warranty period.)

### Authorized Signature

Questions; contact the Buyer listed at the top.

*Sara M. Colegrove*  
Vice President, Global Supply Management



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6. This purchase order will be managed by Project Procurement Group (PPG). All commercial matters such as payment will be per all terms and conditions of contracts to CW1964693 SMSC Frame agreement

7. Seller shall meet all logistic requirements to Taiwan, ROC

8. Buyer's representative:

Engineer – Mr. Albert Huang HuangMT@corning.com and Procurement – Moto Chen chency21@corning.com

9. Please send Insurance and Payment Document to Moto Che chency21@corning.com

SOW refer to RFP Doc2946388687 - APAC-CDT-TC-Capital\_TC01, TC05, TC08 BOD Rebuild SOW

**Total PO Amount**

159,775,000

### Authorized Signature

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Vice President, Global Supply Management



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### Important Information:

"Corning's Transaction Requirements:  
[http://www.corning.com/about\\_us/suppliers/transaction\\_requirements.aspx](http://www.corning.com/about_us/suppliers/transaction_requirements.aspx) The purchase order number must be included on all shipments, shipping papers, packing slips, invoices and correspondence. Substitutions and/or over shipments will NOT be accepted unless authorized by the Corning Buyer prior to shipment. PURCHASE ORDER ACKNOWLEDGEMENT: Unless otherwise noted on Purchase Order, send acknowledgement to POA\_CSS\_NA@corning.com. Freight Collect UPS Account # 6624RV SHIPPING AND FREIGHT: SEE THE SECTION ""Shipping and Freight Instructions"" LISTED BELOW. SAFETY DATA SHEETS: To ensure compliance with the Globally Harmonized System of Classification and Labeling, all chemical shipments must include up to date Safety Data Sheets and container labeling in adherence to the recipients' country's GHS Revision and primary language(s). INVOICING AND PAYMENT INFORMATION: For error free payment processing, invoices must match the purchase order. Example of Invoice: <http://www.corning.com/WorkArea/showcontent.aspx?id=1345> Invoices should be submitted via e-mail to mailsvc@corning.com. Payment dates are calculated from the date Corning receives a good invoice and the payment terms. Electronic Funds Transfer (EFT) is Corning's preferred payment method to non U.S. Companies and Automated Clearing House (ACH) is Corning's preferred payment method to U.S. Companies. To change:[http://www.corning.com/about\\_us/suppliers/supplier\\_enrollment.aspx](http://www.corning.com/about_us/suppliers/supplier_enrollment.aspx) -- Inquires-contact Corning Shared Services at 607-974-1200 or email [rtpcs@corning.com](mailto:rtpcs@corning.com) --"

### Terms & Conditions:

CORNING INCORPORATED'S STANDARD TERMS AND CONDITIONS OF PURCHASE AVAILABLE AT:  
[https://www.corning.com/media/worldwide/global/documents/Corning\\_Incorporated\\_PO\\_Terms\\_and\\_Conditions.pdf](https://www.corning.com/media/worldwide/global/documents/Corning_Incorporated_PO_Terms_and_Conditions.pdf)  
AND IN EFFECT ON THE DATE OF THIS PURCHASE ORDER ARE INCORPORATED BY REFERENCE AND SHALL APPLY TO ALL PURCHASES OF ARTICLES, MATERIALS, SERVICES OR EQUIPMENT PURSUANT TO THIS PURCHASE ORDER. CORNING'S TERMS AND CONDITIONS OF PURCHASE ARE THE EXCLUSIVE TERMS AND CONDITIONS THAT APPLY TO THE PURCHASE AND SALE OF ALL ARTICLES, MATERIALS, SERVICES OR EQUIPMENT PURSUANT TO THIS PURCHASE ORDER. NO CONTRARY OR ADDITIONAL TERMS OR CONDITIONS OF SALE PROPOSED BY THE SELLER ARE ACCEPTED BY THE BUYER, AND ANY SUCH PROPOSED CONTRARY OR ADDITIONAL TERMS ARE TO BE CONSTRUED AS PROPOSALS WHICH ARE HEREBY REJECTED. SELLER'S PERFORMANCE PURSUANT TO THIS PURCHASE ORDER SHALL BE DEEMED UNQUALIFIED ACCEPTANCE OF CORNING'S TERMS AND CONDITIONS OF PURCHASE. PAYMENT FOR PURCHASE ORDERS ISSUED BY CORNING'S AFFILIATES MAY BE MADE DIRECTLY BY CORNING INCORPORATED. ANY SUCH PAYMENT BY CORNING INCORPORATED IS FOR ADMINISTRATIVE PURPOSES ONLY AND SHALL IN NO WAY BE CONSTRUED AS A GUARANTEE OF SUCH AFFILIATES' OBLIGATIONS OR LIABILITIES. Sales Tax Information: IF SALES TAX IS NOT SPECIFIED ON THE PURCHASE ORDER THE ITEM(S) PURCHASED ARE EITHER EXEMPT DUE TO RESALE OR DUE TO DIRECT USE IN MANUFACTURING OR EXEMPT DUE TO USE IN RESEARCH AND DEVELOPMENT OR WE RELY ON OUR DIRECT PAYMENT PERMIT AUTHORITY TO SELF ACCRUE AND DIRECTLY PAY ANY USE TAXES DETERMINED TO BE DUE. Shipping and Freight Instructions: Unless a contract or purchase order has been negotiated with different terms, freight term COLLECT FOB ORIGIN is to be used and the following website must be utilized for routing instructions: <http://www.routingguides.com/corning%20incorporated/login.asp> Freight Invoices: Freight invoices must reference Corning Incorporated's purchase order number on BOL. Carrier must submit freight bill with POD backup to: Corning Incorporated C/O Cass Information Systems PO Box 17605, St. Louis, MO 63178 To assure prompt payment, purchase order # and packing slip must be on outside of package. International Shipments: International Shipments Originating Outside of the US – Please refer to the Trade Compliance section within Corning's Supplier Routing Guide, specifically Commercial Invoice requirements." <http://routingguides.com/Corning%20incorporated/login.asp>

### Authorized Signature

Questions; contact the Buyer listed at the top.

*Sara M. Colegrove*  
Vice President, Global Supply Management