

**ADDENDUM TO**  
**KNOWLES**  
**PURCHASE ORDER TERMS AND CONDITIONS**

**(People's Republic of China)**

1. **Introduction.** This Addendum to Purchase Order Terms and Conditions (the "Addendum") supplements the Knowles Purchase Order Terms and Conditions (the "Conditions"). Terms not defined herein shall have the same meaning as in the Conditions. In case of any conflict between this Addendum and the Conditions, this Addendum shall prevail.

2. Customer shall be entitled to, at its sole discretion, make payments under Article 2 of the Conditions with Renminbi Yuan, or to the extent permitted by law, US dollars. The remaining terms of Article 2 shall remain unchanged.

3. The parties agree that Customer's inspection of Products and/or Services as stipulated in Article 5 shall be conducted within two (2) years upon delivery. The parties specifically agree that the 2-year inspection period is reasonable for all aspects of inspections given the nature and characteristics of the Products and/or Services, and that any shorter period will be insufficient for Customer to detect all the nonconformities or defects of the Products and/or Services. The remaining terms of Article 5 shall remain unchanged.

4. Article 24 (Jurisdiction) and 25 (Governing Law) of the Conditions shall be amended as below, as Article 24:

The Contract Documents and all claims arising from the relationship between Customer and Supplier will be interpreted, governed and enforced by the laws of the People's Republic of China, without regard to any conflict of laws principles and to the exclusion of the provisions of the United Nations Convention on the International Sale of Goods.

If any dispute, controversy or claim arising out of or in connection with this Contract Documents cannot be settled and resolved through negotiation, such dispute, controversy or claim shall be submitted to China International Economic and Trade Arbitration Commission ("CIETAC") in Beijing for arbitration under its then valid arbitration procedures and rules. The arbitration shall be conducted by three (3) arbitrators, of whom one shall be appointed by Customer and Supplier, respectively, and the third (and presiding) arbitrator shall be appointed by CIETAC. English shall be used in the arbitral proceedings. Unless otherwise agreed by the parties, all hearing materials, statements of claim or defense, award and the reasons supporting it shall be written in English. The cost of the arbitration shall be borne by the losing party, unless otherwise determined by the arbitral tribunal. The arbitration award shall be final and binding upon both parties.

The parties agree that, without prejudice to the arbitration provisions in Article 24 hereto, either party shall be entitled to apply to a court (or via the arbitration center provided in Article 24) to restrain the other party from any proposed or actual breach, by means of injunction or similar measures, in addition to, and not in limitation of, any and all other remedies available to the other party and/or its affiliated companies at law or in the Contract Documents.

5. The Contract Documents, including the Conditions and this Addendum, have been negotiated and entered into freely by the parties, who have reviewed and understood each term of the Contract Documents following consultation with their respective counsel. Nothing in the Contract Documents shall be interpreted against the drafting party based on any legal principles.