



Cosemi Technologies, Inc.
1370 Reynolds Avenue
Suite 100
Irvine, California 92614
Tel: (949)623-9816
Fax: (949)623-9817
<http://www.cosemi.com>

Standard Terms and Conditions of Sales (these “Standard Terms”)

Price Quotations and Releases: Unless otherwise agreed to by COSEMI TECHNOLOGIES, INC. (“COSEMI”), all price quotations for the sale of goods (“Goods”) to the buyer (“Buyer”) expire upon the earlier of (i) thirty (30) days after the date of the quotation and (ii) the end of the ordering period of any purchase agreement under which the quotation is issued. All price quotations are valid only if (a) the delivery date under the applicable quotation, confirmation of sale, invoice, change order, agreement or other instrument accompanying these Standard Terms (collectively, the “Agreement”) is within three (3) months of the date on which the original order for Goods is placed, and (b) the quantity of Goods ordered is released within twelve (12) months and shipment of Goods scheduled no more than eighteen (18) months from the date COSEMI receives the order from Buyer under the Agreement. If any price quotation is no longer valid, then COSEMI’s standard prices in effect on the date of such invalidity for the quantity actually shipped shall apply.

Change in Prices: In the event of increases, individually or in the aggregate, in the market prices of fuels, metal, raw materials, equipment and/or other production costs that raise the final Good manufacturing cost of Goods by twenty percent (20%) or more, COSEMI shall have the right, and Buyer shall have the obligation, to renegotiate in good faith the price of the Goods ordered and not yet shipped. If the parties are unable to reach an agreement after such good faith renegotiations, then COSEMI shall have the right to cancel the sale of Goods and the related Agreement without liability or penalty. COSEMI shall be entitled, in its sole and absolute discretion, to assess a surcharge on the price otherwise to be paid by Buyer on the date of shipment to reflect any increase in the market price of Gold, Silver or any other identified materials between a reference market price and the market price on date of shipment. Notwithstanding the foregoing, any deliveries due within a three (3) month period of COSEMI’s acceptance of a purchase order shall reflect the price agreed upon in the Agreement.

Terms and Payment: If COSEMI has extended credit to Buyer, then terms of payment shall be net thirty (30) days from date of invoice. The amount of credit extended to Buyer or terms of payment set forth herein may be changed or credit withdrawn by COSEMI at any time for any reason. COSEMI may require full or partial down payments from Buyer. If the Goods are delivered to Buyer in installments, then Buyer shall pay for each installment in accordance with the terms of payment hereof as if such installment were a separate sale of Goods. If Buyer fails to make any payment when due, then COSEMI reserves the right to withdraw credit and suspend or cancel performance under the Agreement and any other agreements pursuant to which COSEMI has extended credit to Buyer. COSEMI’s suspension of performance may result in a delay of the delivery of Goods, which shall be contingent on current availability of Goods. COSEMI shall provide written notification to Buyer of payments past due; provided, however, that COSEMI’s failure to provide such notification shall not prejudice any of its remedies against Buyer. Buyer has thirty (30) days from the date payment was due to remedy any failure of payment. If Buyer has not remedied payment within such thirty (30) day period, then COSEMI may cancel the Agreement and these Standard Terms or require payment in advance for all future Goods to be delivered to Buyer. Buyer shall pay

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interest on all late payments at the lesser of the rate of one and one half percent (1.5%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Buyer shall not withhold payment of any amounts due and payable by reason of any setoff of any claim or dispute with COSEMI, whether relating to COSEMI's breach, bankruptcy or otherwise.

Taxes: Price quotations provided by COSEMI do not include any applicable taxes. Taxes will be added by COSEMI to the sales price of Goods where COSEMI is required by law to collect them, and will be paid by Buyer unless Buyer provides COSEMI with a tax-exemption certificate. COSEMI's failure to specify any taxes payable by Buyer shall not relieve Buyer of its obligations to pay such taxes.

Title and Delivery: Domestic shipments of Goods within the U.S. shall be delivered Exworks: Cosemi Irvine, unless otherwise stated in the Agreement. Title and liability for loss or damage shall pass to Buyer upon COSEMI's tender of delivery of Goods to a carrier for shipment to Buyer and any subsequent delay, loss or damage shall not relieve Buyer from any obligation owed to COSEMI. Shipments of Goods to destinations outside of the U.S. shall be delivered, Exworks: Factory, and title and liability for loss or damage shall pass to Buyer at the time of delivery of Goods to a carrier for shipment to Buyer. Buyer shall reimburse COSEMI for costs of insurance, loading and transportation on such international shipments and shall be responsible for all import duties, taxes and any other expenses incurred or licenses or clearances required at port of entry and destination. COSEMI may, without liability or penalty, deliver Goods in installments. Unless otherwise agreed to in writing by COSEMI packing will be according to COSEMI's specifications and in accordance with customary commercial practice.

Acceptance: Buyer shall accept or reject products within sixty (60) days of delivery to Buyer of each shipment. Failure to notify COSEMI in writing of nonconforming Goods within such sixty (60) day period shall be deemed an unqualified acceptance by Buyer of the products. If Buyer timely notifies COSEMI of any nonconforming Goods, COSEMI shall, in its sole discretion, (i) replace such nonconforming Goods with conforming Goods, or (ii) credit or refund the price for such nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the nonconforming Goods to COSEMI's facility located in Irvine, California. If COSEMI exercises its option to replace nonconforming Goods, COSEMI shall, after receiving Buyer's shipment of nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods Exworks: Cosemi Irvine, in the case of a shipment in the U.S., and Exworks: Factory, in the case of a shipment outside of the U.S. Buyer acknowledges and agrees that the remedies set forth in this paragraph are Buyer's exclusive remedies for the delivery of nonconforming Goods. Except as otherwise provided in this paragraph, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under the Agreement to COSEMI.

If for any reason Buyer fails to accept delivery of any Goods on the date fixed by COSEMI for delivery thereof or COSEMI fails to meet any estimated delivery date because of unavoidable production or other delays or Buyer's failure to provide appropriate instructions, documents, licenses or authorizations, then (i) risk of loss to Goods shall pass to Buyer, (ii) Goods shall be deemed to have been delivered, and (iii) COSEMI, at its option, may store Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

Contingencies: COSEMI is not liable, either wholly or in part, for nonperformance or a delay in performance due to force majeure or contingencies or causes beyond the reasonable control of COSEMI, including, but not limited to,

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acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, shortage of labor, fuel, raw material or machinery or technical or yield failure where COSEMI has exercised ordinary care in the prevention thereof. Deliveries of Goods may be allocated by COSEMI in a reasonable manner in the event of shortage of Goods.

Critical Applications: Use of the Goods may involve applications with potential risks of death, personal injury or severe property or environmental damage ("Critical Applications"). The Goods are not designed and are not warranted to be suitable for use in life-support applications, devices or systems or other Critical Applications. Use of the Goods in such Critical Applications is understood to be fully at the risk of Buyer.

Warranties and Related Remedies: EXCEPT FOR THE WARRANTY SET FORTH UNDER THIS HEADING "WARRANTIES AND RELATED REMEDIES," COSEMI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (C) WARRANTY OF TITLE, OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

COSEMI, except as otherwise provided below, warrants the goods against faulty workmanship or the use of defective materials and warrants that the goods will conform to COSEMI's published specifications or other mutually agreed upon written specifications for a period of one (1) year from the date of delivery of Goods to a carrier for shipment. COSEMI warrants that at the time of delivery of Goods to a carrier for shipment, COSEMI has title to the Goods free and clear of any and all liens and encumbrances. These warranties are the only warranties made by COSEMI and can be amended only by a written document signed by a COSEMI officer.

Continued use or possession of the Goods after expiration of the applicable warranty period stated above shall be conclusive evidence that the warranty is fulfilled to the full satisfaction of Buyer.

Notwithstanding any other provision of these Standard Terms, COSEMI makes no representation or warranty as to software products, which are supplied "AS-IS", or as to experimental or development Goods. COSEMI makes no representation or warranty with respect to any Goods manufactured by a third party, other than Goods manufactured by COSEMI's subcontractor in accordance with COSEMI's design, including any (a) warranty of merchantability, (b) warranty of fitness for a particular purpose, (c) warranty of title, or (d) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise. For Goods not manufactured by COSEMI, other than Goods manufactured by COSEMI's subcontractors in accordance with COSEMI's design, COSEMI to the extent permitted by COSEMI's contract with its supplier, shall assign to Buyer any rights COSEMI may have under any warranty of the supplier.

If COSEMI breaches its warranties as contained herein after Buyer accepted delivery of the Goods, then COSEMI's sole, maximum liability shall be (at COSEMI's option) to repair, replace, or credit Buyer's account for any Goods which are returned by Buyer during the applicable warranty period set forth above; provided, that (a) COSEMI is

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promptly notified in writing upon discovery by Buyer that the Goods failed to conform to the Agreement with a detailed explanation on any alleged failures, (b) the Goods are returned to COSEMI, F.O.B. the location from which Goods were shipped, and (c) COSEMI's examination of the Goods shall disclose that such alleged deficiencies actually exist and were not caused by accident, misuse, neglect, alteration, improper installation, unauthorized repair or improper testing. If any Goods fail to conform to the warranty, COSEMI shall reimburse Buyer for the transportation charges paid by Buyer for the Goods. If COSEMI elects to repair or replace the Goods, then COSEMI shall have a reasonable time to make the repair(s) or replacement. Such repair, replacement or credit shall be Buyer's sole and exclusive remedy and constitute fulfillment of all liability of COSEMI to Buyer whether based in contract, tort, indemnity, statutory provision or otherwise.

COSEMI MAY PROVIDE TECHNICAL, APPLICATIONS OR DESIGN ADVICE, QUALITY CHARACTERIZATION AND RELIABILITY DATA OR SERVICE IN CONNECTION WITH BUYER'S ORDER. PROVIDING THESE ITEMS SHALL NOT EXPAND OR OTHERWISE AFFECT COSEMI'S WARRANTIES SET FORTH ABOVE AND NO OBLIGATION OR LIABILITY SHALL ARISE FROM COSEMI'S PROVISIONS OF SUCH ITEMS.

Intellectual Property Indemnification: COSEMI shall defend any proceeding brought against Buyer insofar as the proceeding is based on a claim that any Goods manufactured by COSEMI directly infringe any duly issued United States, European Union or Japanese patent, copyright or trademark and COSEMI shall pay all damages and cost finally awarded therein against Buyer up to the amounts paid by Buyer to COSEMI under the Agreement; provided, COSEMI is promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and is given authority, information and assistance (at COSEMI's expense) necessary to defend or settle the proceeding. COSEMI shall not be obligated to defend or be liable for costs and damages if the infringement arises out of compliance with any of Buyer's specifications, or from a combination with, an addition to, or a modification of the Goods after delivery by COSEMI, or from use of the Goods, or any part thereof, in the practice of a process. COSEMI's obligations hereunder shall not apply to any infringement occurring after Buyer has received notice of such proceeding or other communication alleging the infringement unless COSEMI has given written permission for such continuing infringement.

If any Goods manufactured and supplied by COSEMI to Buyer shall be held to infringe any United States, European Union or Japanese patent, copyright or trademark and Buyer shall be enjoined from using such Goods, or if COSEMI discontinues shipment pursuant to the paragraph immediately below, COSEMI will exert all reasonable efforts, at its option and at its expense, to: (a) procure for Buyer the right to use such Goods free of any liability for patent infringement, or (b) replace such Goods with a non-infringing substitute otherwise complying substantially with all requirements of the Agreement, or (c) refund the purchase price and the transportation costs of such Goods.

If the infringement by Buyer is alleged prior to completion of delivery of the Goods under the Agreement, COSEMI may decline to make further shipments without being in breach of the Agreement. If COSEMI has not been enjoined from selling the Goods to Buyer, then Buyer may opt for COSEMI to continue shipments whereupon the obligations herein stated with respect to COSEMI shall reciprocally apply to Buyer. This obligation by Buyer applies to, but is not limited to, all damages awarded under 35 U.S.C. Sections 284 and 285.

THE SALE BY COSEMI OF THE GOODS ORDERED HEREUNDER DOES NOT GRANT TO, CONVEY OR CONFER UPON BUYER OR BUYER'S CUSTOMERS, OR UPON ANYONE CLAIMING UNDER BUYER, A LICENSE, EXPRESS OR IMPLIED, UNDER ANY PATENT RIGHT, COPYRIGHT, MASK WORK RIGHT OR

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OTHER INTELLECTUAL PROPERTY RIGHT OF COSEMI COVERING OR RELATING TO ANY COMBINATION, MACHINE OR PROCESS IN WHICH SAID GOODS MIGHT BE OR ARE USED. THE FOREGOING STATES THE SOLE LIABILITY OF THE PARTIES FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO.

Tooling: Unless otherwise expressly provided in writing, Buyer shall not obtain any interest in any mask or other tooling used in the production of any Good. COSEMI shall not be liable for customary wear and tear to Buyer's tooling.

Confidential Information: All non-public, confidential or proprietary information of COSEMI, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by COSEMI to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by COSEMI in writing. Upon COSEMI's request, Buyer shall promptly return all documents and other materials received from COSEMI. COSEMI shall be entitled to injunctive relief for any violation of this paragraph. This paragraph does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

Limitation of Liability: If COSEMI breaches any provision of the Agreement, then COSEMI's sole liability shall not exceed the total price paid by Buyer to COSEMI. Remedies for breach of warranty are limited to those stated in section entitled "Warranties and Related Remedies".

IN NO EVENT SHALL COSEMI BE LIABLE TO ANYONE FOR SPECIAL, COLLATERAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY OF THE PROVISIONS OF THE AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COSEMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, SUCH DAMAGES TO INCLUDE BUT NOT BE LIMITED TO, COSTS OF REWORK, RETESTING OR REMOVAL AND REINSTALLATION OF GOODS, LOSS OF GOODWILL, LOSS OF PROFITS, OR LOSS OF USE.

Cancellation/Reschedule For Convenience: The shipment of off-the-shelf Goods may be rescheduled by Buyer once from the original scheduled shipment date or cancelled without charge; provided, COSEMI has received Buyer's written notice of reschedule or cancellation not less than forty-five (45) days prior to the scheduled shipment date for such standard Goods. Any other cancellation or reschedule of the shipment of off-the-shelf Goods shall be accepted only with COSEMI's prior written approval and cancellation charges may apply, as determined by COSEMI in its sole discretion. All cancellations and reschedules of build to order Goods will be accepted only with COSEMI's prior written approval and cancellation charges shall apply build to order Goods which are rescheduled by the Buyer within the twelfth (12) week period prior to the scheduled ship date shall be deemed cancelled and cancellation charges shall apply. Buyer shall accept delivery of all build to order Goods that are completed at the time of cancellation. Build to order Goods that are in the work-in-process inventory shall be paid for by Buyer at a

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price based on the percentage of completion of such inventory applied to the price for the finished Good. Buyer shall also promptly pay to COSEMI: (i) costs of settling and paying claims arising out of the termination of work with COSEMI's subcontracts or vendors; (ii) accounting, legal, and clerical costs, and (iii) twenty percent (20%) of the purchase price of the portion of the order cancelled. Off-the-shelf Goods with minimum order requirements may be subject to cancellation charges as with build to order Goods in the event such minimum order requirements are not met as a result of any cancellation or reschedule.

Relationship of the Parties: The relationship between the parties hereto is that of independent contractors. Nothing contained in these Standard Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

No Third-Party Beneficiaries: These Standard Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Standard Terms.

Notices: All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the purchase order or similar agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), electronic mail (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid).

Compliance with Law: Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under the Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. COSEMI may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

Termination and Cancellation: Buyer may terminate this contract in whole or, from time to time, in part, upon ninety (90) days' advance written notice. In such even Buyer and COSEMI may negotiate reasonable termination charges for losses incurred by COSEMI. In addition to any remedies that may be provided under these Standard Terms, COSEMI may terminate the Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for thirty (30) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Standard Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

Non-Waiver of Default: In the event of any default by Buyer, COSEMI may decline to make further shipments. If COSEMI elects to continue to make shipments, then COSEMI's action shall not constitute a waiver of any default by Buyer or in any way affect COSEMI's legal remedies for any such default.

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Governing Law; Venue: The validity, performance and construction of this contract shall be governed by the laws of the State of California without reference to conflicts of laws provisions. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the federal courts of the United States of America or the courts of the State of California in each case located in the County of Orange, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Export Control: THE GOODS MAY FALL WITHIN THE GROUP OF "STRATEGIES", ELECTRONIC PRODUCTS OR TECHNICAL DATA THAT ARE WHOLLY OR PARTLY OF U.S. ORIGIN OR TECHNOLOGY, THE EXPORT OF WHICH IS SUBJECT TO EXPORT LICENSE CONTROL BY THE U.S. GOVERNMENT. THEREFORE, PRIOR TO EXPORTATION, BUYER IS REQUIRED TO OBTAIN ANY LICENSES WHICH MAY BE REQUIRED UNDER THE APPLICABLE LAWS OF THE U.S., INCLUDING THE EXPORT ADMINISTRATION ACT AND REGULATIONS.

U.S. Government Contracts: If the Goods are to be used in a U.S. government contract or subcontract, those mandatory clauses, except as noted below, of the applicable U.S. government procurement regulations shall be incorporated by reference. Unless otherwise agreed upon in writing, certified cost or pricing data will not be provided and cost accounting standards, defective pricing, and audit requirements will not apply.

Assignment: Neither party hereto may assign its rights or obligations under the Agreement, in whole or in part, without the other party's prior written consent, which will not be unreasonably withheld, delayed or conditioned; provided, however, that COSEMI shall be entitled to assign the Agreement in connection with a sale of all or substantially all of its assets. Any attempted assignment, without such consent, will be void.

Entire Agreement: The Agreement (including these Standard Terms) constitute the entire agreement between the parties and supersedes all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. These Standard Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Standard Terms.

Survival: Provisions of these Standard Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Limitation of Liability, Compliance with Law, Confidential Information, Governing Law; Venue, and Survival.

Modification: NO ADDITION TO OR MODIFICATION OF ANY PROVISION UPON THE FACE OR REVERSE OF THESE STANDARD TERMS SHALL BE BINDING UPON COSEMI UNLESS MADE IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF COSEMI. NO COURSE OF DEALING OR USAGE OF TRADE OR COURSE OF PERFORMANCE SHALL BE RELEVANT TO EXPLAIN OR SUPPLEMENT ANY TERM EXPRESSED IN THESE STANDARD TERMS.