



PURCHASE ORDER TERMS AND CONDITIONS

1. Applicability.

- (a) The purchase order referencing these Purchase Order Terms and Conditions is an offer by the Masimo entity or entities identified in the purchase order (“**Masimo**”) for the purchase of the goods (“**Goods**”) and services (“**Services**”) specified on the purchase order from the party to whom the purchase order is addressed (“**Seller**”) in accordance with and subject to these Order Terms and Conditions (“**Terms**”; together with the other terms and conditions on Masimo’s purchase order, the “**Order**”). The Order expressly limits Seller’s acceptance to the terms of the Order. Providing the Goods and/or Services specified in the Order constitutes Seller’s acceptance of these Terms. Despite anything to the contrary in these Terms, if a written contract signed by both parties is in existence covering the sale of any of the Goods and Services specified in Masimo’s Order, the terms and conditions of that written contract will prevail over these Terms to the extent they are inconsistent with these Terms for Goods and/or Services covered by the written contract.
- (b) The Order comprises the entire agreement between the parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral regarding the Goods and Services specified in the Order. These Terms prevail over any terms or conditions contained in any other documentation provided by Seller and expressly exclude any of Seller’s general terms and conditions of sale or any other document issued by Seller in connection with the Order regardless whether or when Seller has submitted its sales confirmation or such terms. These Terms continue to apply to any repaired or replacement Goods provided by Seller. Issuing an Order does not obligate Masimo to any minimum purchases or future purchases under the Order.

2. Acceptance.

- (a) The Order is not binding on Masimo until Seller accepts the Order in writing or starts to perform in accordance with the Order. If Seller does not accept the Order in writing or provide written notice that it has begun performance within five (5) days of Seller’s receipt of the Order, the Order will lapse. Masimo may withdraw the Order at any time before it is accepted by Seller.
- (b) If the Goods use Masimo’s custom designs or are manufactured according to Masimo’s specifications, or are manufactured specially for Masimo (collectively, “**Custom Goods**”), by accepting the Order, Seller is acknowledging that the specifications, manufacturing processes, parts, and materials used in the Custom Goods may not be changed without Masimo’s express written approval. Seller will have a process to ensure (a) that Masimo is notified in writing of any change to the manufacturing process, parts, or materials used in the Custom Goods before any such change goes into effect and (b) that, if any change is approved by Masimo, Seller can verify that the custom designs and/or specifications of the Custom Goods do not change and are in accordance with Masimo’s procedure #SQP-1096 (*Masimo Requirements for Notification of Product/Process Changes*).

3. Delivery of Goods and Performance of Services.

- (a) Seller will deliver the Goods in the quantities and on the date or dates specified in the Order or as otherwise agreed in writing by the parties (“**Delivery Date**”). If Seller fails to deliver the Goods in full on the Delivery Date, Masimo may terminate the Order immediately by providing written notice to Seller, and Seller will indemnify Masimo against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller’s failure to deliver the Goods on the Delivery Date. Masimo has the right to return or store any Goods delivered more than one (1) week before the Delivery Date at Seller’s expense, and Seller will redeliver such Goods on the Delivery Date.
- (b) Seller will deliver all Goods to the address specified in the Order (“**Delivery Point**”) during Masimo’s normal business hours or as otherwise instructed by Masimo. Seller will pack all goods for shipment according to Masimo’s instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Masimo prior written notice if it requires

Masimo to return any packaging material. Any return of such packaging material will be made at Seller's risk of loss and expense.

- (c) Seller will provide the Services to Masimo as described and in accordance with the schedule stated in the Order or as provided by Masimo with the Order and in accordance with these Terms.
- (d) Seller must notify Masimo immediately if Seller becomes aware of any event or impediment that could result in the delay of the Goods or Services.
- (e) Seller acknowledges that time is of the essence with respect to Seller's obligations under the Order and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones, and other requirements in the Order.

4. Quantity. If Seller delivers more than or less than the quantity of Goods ordered, Masimo may reject all or any the Goods. Any such rejected Goods will be returned to Seller at Seller's sole risk and expense. If Masimo does not reject the higher quantity of Goods and instead accepts the delivery of them, the Price for the Goods will be adjusted on a pro-rata basis such that Masimo need not pay any more for the Goods than the total originally stated in the Order.

5. Shipping Terms. Unless a different shipping term is specified in the purchase order, Delivery will be made DDP Delivery Point (Incoterms® 2020). The Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence, and any other documents pertaining to the Order. Each package will be marked with handling instructions, shipping information, Order number, and part or item number in the package, and each shipment must contain an itemized packing list. Masimo may reject any shipment not meeting these requirements.

6. Title and Risk of Loss. Title and risk of loss passes to Masimo upon delivery of the Goods at the Delivery Point.

7. Inspection and Rejection of Nonconforming Goods.

- (a) Masimo or Masimo's representative will have the right to verify at the source of shipment that the Goods or Services conform to the Order requirements. Any audit, inspection, or test made on the premises of Seller or its supplier will be without additional charge to Masimo. Seller will provide all reasonable facilities and assistance for the safety and convenience of the auditors/inspectors in the performance of their duties. All audits, inspections, and tests on Seller's premises or its supplier's premises will be performed in such a manner as not to unduly delay or interfere with Seller's operations. The results of any audit, inspection, or test will not be used by Seller as evidence of effective quality control or otherwise meeting the standards in the Order and will not relieve Seller of the responsibility to provide acceptable Goods nor preclude subsequent rejection by Masimo. Payment before inspection will not be deemed acceptance of nonconforming Goods or Services.
- (b) Despite any audit, inspection, or test performed before delivery of the Goods or Services to the Delivery Point, Masimo has the right to inspect the Goods on or after the Delivery Date. Masimo, at its sole option, may inspect all or a sample of the Goods and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Masimo rejects any portion of the Goods, Masimo has the right, effective upon written notice to Seller, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price agreed upon by Seller; or (c) reject the Goods and require replacement of the rejected Goods. Masimo may reject an entire lot of Goods for failure to meet its quality standards based on statistical sampling using any reasonable acceptance sampling standard. If Masimo requires replacement of the Goods, Seller will, at its expense, within 15 days replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Masimo may replace them with goods from a third party and charge Seller the cost of the replacement goods and terminate the Order for cause. Any inspection or other action by Masimo under this section will not reduce or otherwise affect Seller's obligations under the Order, and Masimo will have the right to conduct further inspections after Seller has carried out its remedial actions.

8. Price.

- (a) Subject to the below, the price of the Goods and Services is the price stated in the Order ("**Price**"), and if no price is included in the Order, the Price will be the price set out in Seller's published price list in force as of the date of the Order. Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties, and fees and applicable taxes,

including, but not limited to, all sales, use, VAT, GST, or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Masimo.

- (b) Seller warrants that the price charged to Masimo by Seller for the Goods and Services is the same or lower than the price paid by Seller's other customers that are buying the same goods and services, at the same or lower quantities, in the same timeframe, and under similar terms and conditions as Masimo. If Seller charges any other buyer a lower price, Seller must apply that price to all Goods and Services under the Order or refund the difference to Masimo within 30 days after Seller becomes aware that Masimo paid a higher price.

9. Payment Terms. Seller will issue an invoice to Masimo on or any time after the completion of delivery of non-rejected Goods or satisfactory completion of the Services and only in accordance with these Terms. Unless a different period is specified in the purchase order, Masimo will pay all properly invoiced amounts due to Seller within 60 days after Masimo's receipt of the invoice, except for any amounts disputed by Masimo in good faith. Without prejudice to any other right or remedy it may have, Masimo reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Masimo to Seller. If Masimo disputes any amount, Masimo will deliver a written statement to Seller before payment is due listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and will be paid by Masimo, notwithstanding disputes on other items, within the period specified above. The parties will seek to resolve all disputes expeditiously and in good faith. Seller will continue performing its obligations under the Order notwithstanding any dispute. Payments made by Masimo that were not due as provided in this section will be promptly refunded by Seller upon request or, at Masimo's option, deducted from any other payments due to Seller.

10. Seller's Obligations Regarding Services. Seller will:

- (a) before the date on which the Services are to start, obtain, and at all times while the Services are being performed, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;
- (b) in the performance of the Services, while on Masimo's premises, and while using Masimo's equipment, tools, or materials, comply with all rules, regulations and policies of Masimo, including security procedures concerning systems and data and remote access to them, building security procedures, including the restriction of access by Masimo to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;
- (c) maintain complete and accurate records relating to the provision of the Services under the Order, including records of the time spent and materials used by Seller in providing the Services in a form reasonably acceptable to Masimo. While providing the Services and for a period of two (2) years thereafter, upon Masimo's written request, Seller will allow Masimo to inspect and make copies of any records regarding the provision of the Services;
- (d) obtain Masimo's written consent, which may be withheld for any or no reason, before engaging any third party person or entity, including any subcontractors and affiliates of Seller, to provide any of the Services to Masimo (each approved subcontractor or other third party, a "**Permitted Subcontractor**"). Masimo's approval will not relieve Seller of its obligations under the Order, and Seller will remain fully responsible for the performance of each Permitted Subcontractor with all of the terms and conditions of the Order as if Seller performed the Services itself. Nothing contained in the Order will create any contractual relationship between Masimo and any Seller subcontractor or other third party;
- (e) require each Permitted Subcontractor to agree in writing to the confidentiality provisions in the Order, and, upon Masimo's request, to enter into a further non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Masimo;
- (f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of Seller, are properly licensed, certified, or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;
- (g) ensure that all of Seller's equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used and conforms to all relevant legal standards and other standards specified by the Masimo; and

- (h) keep and maintain any equipment provided by Masimo in Seller's possession in good working order and will not dispose of or use the equipment other than for the purpose for which it was provided and in accordance with the Masimo's written instructions or authorization.

11. Service Change Orders. Masimo may, at any time, by written instructions and/or drawings issued to Seller (each a "**Change Order**"), order changes to the Services. Seller will within five (5) business days of receipt of a Change Order submit to Masimo a firm cost proposal for the Change Order. If Masimo accepts the cost proposal, Seller will proceed with the changed services subject to the cost proposal and the terms and conditions of the original Order. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in Seller's compensation or the performance deadlines under the Order.

12. Warranties.

- (a) Seller warrants to Masimo that all Goods will:
 - (i) be free from any defects in workmanship, material, and design;
 - (ii) conform to all applicable descriptions, specifications, drawings, designs, samples, and other requirements specified by Masimo or provided by Seller to Masimo and accepted or understood to be representative of the Goods by Masimo;
 - (iii) be fit for their intended purpose and operate as intended;
 - (iv) be merchantable;
 - (v) be free and clear of all liens, security interests, or other encumbrances; and
 - (vi) not infringe or misappropriate any third party's patent or other intellectual property rights.

These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Masimo and will run to Masimo's successors, assigns, customers, and end-users.

- (b) Seller warrants to Masimo that it will perform the Services using personnel of required skill, experience and qualifications, and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under the Order.
- (c) The warranties set forth in this Section 12 are cumulative and in addition to any other warranty provided by law or equity. If Masimo gives Seller notice of noncompliance pursuant to this Section 12, Seller will, at its own cost and expense, within 30 days (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Masimo, and, if applicable, (ii) repair or re-perform the applicable Services.

13. General Indemnification. Seller will defend, indemnify, and hold harmless Masimo, Masimo's parent company, their subsidiaries, affiliates, successors, or assigns and their respective directors, officers, shareholders, and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification under this section and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods and Services purchased from Seller or Seller's negligence, willful misconduct or breach of the Terms. Seller will not enter into any settlement without any affected Indemnitee's prior written consent.

14. Intellectual Property Indemnification. Seller will, at its expense, defend, indemnify and hold harmless any Indemnitee against any and all Losses arising out of or in connection with any claim that Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret, or other intellectual property right of any third party. In the event that any injunction will be obtained against Masimo's use of the Goods or Services, or any component thereof, because of infringement, Seller will, at its expense, procure for Masimo the right to continue using the Goods or Services or replace or modify the same to become non-infringing but equivalent in form, fit, and function. In no event will Seller enter into any settlement without any affected Indemnitee's prior written consent.

15. Insurance. At all times during Seller's performance of the Order and for a period of 12 months thereafter, Seller will, at its own expense, maintain and carry insurance of sufficient types and amounts, according to industry standards, to cover Seller's potential liability under the Order with financially sound and reputable insurers. Upon Masimo's request, Seller will provide Masimo with a certificate of insurance from Seller's insurer evidencing the

insurance coverage specified in these Terms. Each applicable insurance policy will name Masimo as an additional insured. Seller will provide Masimo with 30 days' advance written notice in the event of a cancellation or material change in any of Seller's applicable insurance policies. Except where prohibited by law, Seller will require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

16. Compliance with Law. Seller will comply with, and require its subcontractors and any person under its control to comply with, all applicable local, state, national and international laws, rules, regulations, and ordinances, including, but not limited to, Occupational Safety and Health Act (OSHA), the Fair Labor Standards Act, and Executive Order 11246, all Federal Acquisition Regulations (FAR) and their counterparts for other governmental entities which are applicable to the Goods or Services provided to Masimo under the Order, specifically, as applicable, the equal opportunity provisions at 41 C.F.R. parts 60-1.4(a), 60-250.5(a), 60-300.5(a) and 60-741.5(a), and the employee notice at 29 C.F.R. part 471, Appendix A to Subpart A are hereby incorporated by this reference, and those dealing with human rights, environmental protection, sustainable development, and bribery and corruption. Seller will maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Order. Furthermore, Seller will comply with all export and import laws of all countries involved in the sale of the Goods under the Order or any resale of the Goods by Seller. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Masimo may terminate the Order if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods. Seller also warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, sexual orientation, national origin, age, physical or mental disability, veteran status, genetic characteristic, or any other unlawful criterion and that it will comply with all applicable laws against discrimination and all applicable rules, regulations and orders issued to implement these laws. Upon request, Seller will certify compliance with this section. Masimo may audit Seller's compliance with this section upon reasonable notice.

17. Forced Labor. Seller shall not use any forced labor, human trafficking, or any other form of modern slavery (collectively, "**Forced Labor**") in its supply chain. Seller shall ensure that its factories and suppliers do not use any Forced Labor at any stage of the mining, production, or manufacturing process for any parts, components, or materials used in the Goods. Seller shall ensure that none of the parts, components or materials used in the Goods are mined, produced, or manufactured wholly or in part in Xinjiang, China or by an entity on the Uyghur Forced Labor Prevention Act Entity List. Seller shall immediately notify Masimo of any suspected instance of Forced Labor in its supply chain. If Masimo determines that Seller is in violation of this section, Masimo shall have the right to (a) immediately cancel the affected purchases and terminate the Order without any liability or further obligation to Seller or (b) require Seller to implement corrective measures in accordance with a corrective action plan approved by Masimo.

18. Termination. In addition to any remedies that may be provided under these Terms, Masimo may terminate the Order with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods or Seller's completion of the Services, if Seller has not performed or complied with any of these Terms, in whole or in part. If Seller 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, then Masimo may terminate the Order upon written notice to Seller. If Masimo terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Masimo prior to the termination. Upon termination, Seller will deliver or otherwise provide any works in progress or completed Goods or Services as requested by Masimo, subject to Masimo paying for those Goods or Services as provided in the Order. Masimo will not be liable for any incidental or consequential damages arising from any termination in accordance with this section.

19. Confidential Information. All non-public, confidential or proprietary information of Masimo, including, but not limited to, descriptions, specifications, samples, materials, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Masimo to Seller, whether disclosed orally, visually, 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 the Order ("**Confidential Information**") is confidential, solely for the purpose of performing the Order, and may not be disclosed or copied unless authorized in advance by Masimo in writing. Upon Masimo's request, Seller will promptly return all documents and other materials received from Masimo. Masimo will be entitled to injunctive relief for any violation of this section. Masimo retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information will be construed as a license, assignment, or other transfer of any of its rights, title, and interest to Seller or any other person.

20. Rights to Work Product.

- (a) Masimo is, and will be, the sole and exclusive owner of all right, title and interest in and to (i) all Goods, information, and technology produced, conceived, or otherwise developed for Masimo as a result of the Order and as a result of technology furnished by Masimo, (ii) all documents, work product, and other materials that are delivered to Masimo under the Order or prepared by or on behalf of Seller in the course of performing any Services, including any items identified as a deliverable in the Order, and (iii) any invention, adaptations, modifications, or improvement made to Masimo's products or technology by Seller that uses or results from Masimo's Confidential Information (collectively, "**Work Product**"), including all intellectual property rights therein. Seller agrees, and will cause its personnel and any Permitted Subcontractor to agree, that with respect to any Work Product that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, the Work Product will be deemed a "work made for hire" for Masimo. To the extent that any of the Work Product do not constitute a "work made for hire", Seller hereby irrevocably assigns, and will cause Seller's personnel and any Permitted Subcontractor to irrevocably assign to Masimo, in each case without additional consideration, all right, title and interest throughout the world in and to the Work Product, including all intellectual property rights therein. Seller will cause Seller's personnel and any Permitted Subcontractor to irrevocably waive, to the extent permitted by applicable law, any and all claims Seller's personnel and any Permitted Subcontractor may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Work Product.
- (b) Upon the request of Masimo, Seller will, and will cause Seller's personnel and any Permitted Subcontractor to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Masimo to prosecute, register, perfect or record its rights in or to any Work Product.
- (c) Masimo and its licensors are, and will remain, the sole and exclusive owner of all right, title and interest in and to the Confidential Information, including all intellectual property rights therein. Seller will have no right or license to use any Confidential Information except as necessary to provide the Services to Masimo. All other rights in and to the Masimo Materials are expressly reserved by Masimo.

21. Masimo Tools. All tools, equipment, parts, drawings, specifications, and/or other materials (collectively, "**Materials**"), whether or not Confidential Information, furnished by Masimo to Seller will remain the property of Masimo and may only be used for work performed for Masimo. Upon Masimo's request or upon termination or completion of the Order, Seller will promptly return all the Materials to Masimo.

22. Limited Exclusivity; Escrow. If Seller is providing Custom Goods, (i) for so long as Masimo is purchasing the Custom Goods, Seller will not provide the Custom Goods to any other buyer for health care applications and (ii) Seller will place all documents, plans, know-how, and other information necessary and provide all necessary licenses to any of Seller's intellectual property rights therein to allow Masimo to manufacture the Custom Goods, including, without limitation, any source code, in a third party escrow within 30 days after the written request of Masimo, subject to Masimo's reasonable license and escrow requirements, which will indicate that Masimo's rights to the escrow items will only be triggered by a bankruptcy filing, insolvency, or a breach of the material terms of the Order.

23. Waiver. No waiver by Masimo of any of the provisions of the Order is effective unless explicitly set forth in writing and signed by Masimo. No failure to exercise, or delay in exercising, any right or remedy arising from the Order operates, or may be construed, as a waiver of the right or remedy. No single or partial exercise of any right or remedy under the Order precludes any other or further exercise, or the exercise of, any other right or remedy.

24. Assignment. Seller will not assign, transfer, delegate, or subcontract any of its rights or obligations under the Order without the prior written consent of Masimo. Any purported assignment or delegation in violation of this section will be without effect. No assignment or delegation will relieve Seller of any of its obligations under the Order. Masimo may at any time assign or transfer any or all of its rights or obligations under the Order without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Masimo's assets.

25. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Order will 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 will have authority to contract for or bind the other party in any manner whatsoever.

26. No Third-Party Beneficiaries. This Order is for the sole benefit of Masimo and Seller and their respective successors and permitted assigns and nothing in the Order, express or implied, is intended to or will confer upon any

other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Order.

27. Disputes. If there is any dispute that arises out of the Order, before initiating any legal proceeding, a party must give the other party written notice of the dispute, providing a reasonable description of the dispute. If the dispute cannot be resolved within 60 days after the above written notice, either party may proceed to litigation.

28. Governing Law. All matters arising out of or relating to the Order are governed by and construed in accordance with the laws of the State of California without giving effect to any of its choice or conflict of law provisions.

29. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to the Order will be instituted 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, California, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

30. Notices. All notices under the Order will be in writing and addressed to the parties at the addresses set forth on the Order or to such other address that may be designated by the parties in writing. All notices will be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Order, a notice is effective only (a) upon receipt of the receiving party and (b) if the party giving the notice has complied with the requirements of this section.

31. Severability. If any term or provision of the Order is found to be invalid, illegal, or unenforceable in any jurisdiction, the invalidity, illegality, or unenforceability will not affect any other term or provision of the Order or invalidate or render unenforceable the term or provision in any other jurisdiction.

32. Survival. Any provisions of these Terms, which by their nature should survive expiration or termination of the Order to give them full effect, will survive any termination or expiration of the Order, including, but not limited to, the following sections: 9 (Payment Terms), 10 (Seller's Obligations Regarding Services), 12 (Warranties), 13 (General Indemnification), 14 (Intellectual Property Indemnification), 15 (Insurance), 16 (Compliance with Laws), 17 (Forced Labor), 18 (Termination), 19 (Confidential Information), 20 (Rights to Work Product), 21 (Masimo Tools), 27 (Disputes), 28 (Governing Law), 29 (Submission to Jurisdiction), 31 (Severability), and 32 (Survival).

33. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.