1. **Commitment.** PACKAGING (A) All packaging of the Contract Products shall consist of anti-static materials and shall be resistant to any damage which may result in failure to meet specifications.

2. **Commitment.** (C) Unless otherwise agreed, ASE shall provide a written notice to Motorola prior to making any changes that may affect any of the Contract Products.

3. **Commitment.** All properly rejected Contract Products that are confirmed by ASE to be nonconforming may be returned to ASE for a refund at the purchase price stated in the applicable Supplement, plus Motorola’s shipping cost, or may be retained by Motorola subject to a mutually agreed credit issued by ASE to be applied to future orders by Motorola.
1. *Authorization*. (G) Motorola may take possession of any equipment that is Bailed Property at any time such item(s) have not been utilized by ASE for any reason for a period of five (5) consecutive calendar days to meet any unfilled requirement for the Work, whether because of any events or conditions set forth in Section 27 hereof or otherwise.

2. *Authorization*. Motorola is not obligated to accept any unscheduled deliveries of Contract Products; however, ASE may ship ahead of Motorola’s requested schedule up to a maximum of calendar days early.

3. *Authorization*. The Auditor shall only have access to information that is reasonably necessary to verify ASE’s compliance with Subsection 16(C) hereof, and must maintain the confidentiality of such information.
1. *Power*. Either Party may change its Coordinator by written notice to the other Party.

2. *Power*. (E) If any of the events and conditions set forth in Section 27 has continued for more than the non affected Party may terminate this Agreement immediately upon written notice.

3. *Power*. 5 PAGE 6 (B) Motorola may change any specifications or requirements by providing written notice to ASE.
1. *Dialectical Commitment.* Notwithstanding the foregoing, attachments provided by ASE which, in both parties reasonable opinion, may be readily removed without reducing the value of the Bailed Property shall remain the property of ASE.

2. *Dialectical Commitment.* EXPORT CONTROL AND GOVERNMENT APPROVAL The Parties acknowledge that they must comply with all applicable rules and laws in connection with this Agreement, including, but not limited to, those relating to restrictions on export and to approval of agreements.

3. *Dialectical Commitment.* COUNTERPARTS This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.
1. *Prohibition and Commitment.* Neither Party may unreasonably withhold its consent to the selection of a mediator, and the Parties shall share the costs of the mediation equally.

2. *Prohibition.* (A) During the term of this Agreement neither Motorola nor ASE shall solicit any employee of the other for employment, either directly through any of its employees, *

3. *Sanction.* ASE agrees that if it hires any Motorola employee without Motorola’s consent, ASE will * that such individual was in most recently when employed at Motorola. The parties agree that such amount * to hire a qualified * individual.