



**N·PLUS·T**  
KNOWLEDGE AND TECHNOLOGY

## General Terms and Conditions of Sale

This "General Terms and Conditions of Sale" ("General Terms") is intended to be an attachment of quotations ("Quotation") and part of the supply contracts of NplusT products and services ("Products") between NplusT Semiconductor Application Center srl (NplusT) and Customer.

Quotation should specify the particularity of the contract as the product will be delivered, as:

- project content: deliverables and their technical specification;
- delivery times;
- prices and currency;
- payment schedule and conditions;
- packaging, shipment and installation;
- ownership of the intellectual property and license requirements;
- warranty period.

Quotation should refer to these Conditions in order to specify the general terms.

Purchase orders released by Customer shall refer to Quotation if not agreed differently.

### 1. **ALTERATION OF TERMS**

Alteration of Terms Not Permitted.

NplusT's acceptance of Customer's order, or NplusT's offer, is expressly conditioned on Customer's agreement to the terms and conditions of these General Terms that govern any resulting sale.

Customer's acceptance of items described in the accompanying Quotation sold hereunder will manifest Customer's consent hereto. If Customer requests shipment based on telephone or facsimile order, Customer does so with the understanding that these General Terms apply.

#### **NplusT Semiconductor Application Center**

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NplusT does not agree to any conflicting terms and conditions proposed by Customer.

No variation, addition, termination, or waiver of any term or condition will be binding on NplusT unless in writing and signed by NplusT's duly authorized representative.

## 2. **DELIVERABLES**

The list of deliverables is defined in the Quotation.

In case of physical installation is provided, the following terms and exclusions apply, unless specified explicitly in the Quotation:

- The proposal is based on a logical progression of work at NplusT's discretion.
- All costs are based on conditions observed at the time of any discovery visits. Changes in site conditions subsequent to discovery are subject to re-bid.
- Idle time incurred by NplusT, employees and subcontractors due to absence of escorts, clearances, inability to enter work space, or other factors beyond our control will be considered a change of scope and will incur extra cost to the Customer.
- Conditions due to trade stacking or interruptions of work scheduling will be considered a change in the contract and may incur additional cost.
- Interaction with hazardous material is excluded.

In case the utilization of Products sold by NplusT requires the license of software tools supplied by NplusT:

- If the software license is part of the deliverables it is specified explicitly in the Quotation.
- If the software license is not part of the deliverables, NplusT informs Customer in the Quotation about the need of those software license.

In case the utilization of Products sold by NplusT requires a third-party software license (like operating system, compiler, ...), unless specified differently in the Quotation:

- The required software will be installed with Products.



- The license of the installed software might have a limited validity in term of number of users, company size, utilization period, ... depending on the terms and conditions of the software supplier.
- NplusT informs Customer about the constraints of the installed license. However NplusT does not verify Customer's right to use the installed license.
- It is Customer's responsibility to replace the license with a new one having appropriate validity.

### 3. **SUBCONTRACT**

NplusT may subcontract the performance of the whole or any part of these terms and conditions to any person unless specified explicitly.

### 4. **CUSTOMER'S SPECIFICATIONS AND INDEMNIFICATION**

Where the Products are supplied according to Customer's specifications, Customer indemnifies NplusT and its affiliates, officers, directors, shareholders, managers, agents, employees, suppliers, subcontractors, servants, customers, successors and assigns from any liabilities, obligations, losses, damages, penalties, claims, actions, suits, arbitrations and costs (including, without limitation, attorneys' fees and costs, litigation support charges, and expert witness fees) and expenses suffered by NplusT with respect to

- (a) any claim that the Products infringe any patent, copyright, trademark, trade secret, design, or other intellectual property right or proprietary or similar rights and
- (b) any claim that the Products were incorrectly or improperly installed.

NplusT will not be liable for

- (a) any error, omission, or inaccuracy in drawings or specifications provided or approved by Customer and will be under no obligation to check or confirm the conformity, accuracy, or adequacy of patents, regulatory requirements, drawings, or similar specifications provided to NplusT by Customer or
- (b) any obligation to install the Products correctly or properly.



## 5. DELIVERY

Except as otherwise specifically agreed in writing, NplusT will not be responsible for freight, transportation, insurance, shipping, packing, storage, handling, demurrage, damage, or similar charges. If such charges are by the terms of sale included in the price, any increase in rates becoming effective after the date hereof will be for the account of Customer.

Unless otherwise agreed in a writing signed by NplusT, all sales will be Prepay & Add Freight/FOB Origin, NplusT's warehouse. Customer bears, owns, and files claims and title and risk of loss will pass to Customer upon delivery to Customer at NplusT's warehouse.

The representative of Customer is obliged to check the packaging, loading and amount of the goods before the transport.

If the Products were delivered as agreed in the Quotation the representative of the Customer is obliged to sign a receipt to verify the quality and the quantity of the delivered Products.

All distribution drop shipments and factory direct shipments are non-cancellable/non-returnable.

## 6. INSTALLMENTS

Unless otherwise expressly stated, NplusT will have the right to deliver the Products in installments. All installments will be separately invoiced and paid as billed without regard to subsequent deliveries.

Failure to pay for any installment when due will excuse NplusT from making future deliveries.

## 7. NOTICE OF CLAIMS

Immediately upon receipt of the Products, Customer will inspect the same. Any claim for shortage must be made within ten (10) days after Customer's receipt of the Products.

All other claims, including claims for alleged defective Products, must be made within ten (10) days after Customer learns of the facts upon which such claim is based, but in no event later than fifteen (15) days after Customer's receipt of the Products.



All claims not made in writing and received by NplusT within the time period specified above will be deemed waived. With respect to any defects incapable of discovery until in use or in processing in the manufacture of other products, all claims for any damages or losses as a result of such defects will be deemed waived unless made in writing and received by NplusT within fifteen (15) days after Customer's receipt of the Products or within ten (10) days after Customer learns of the alleged defect giving rise to the claim, whichever will first occur, and, after the expiration of either of said periods, Customer expressly assumes all liability for all such damages or losses irrespective of any processing or use which will have taken place or whether the alleged defect will have occurred or been discovered prior to expiration of such period.

#### 8. **EXCUSABLE DELAY**

NplusT will not be responsible for delays in delivery or failure to deliver due to causes beyond NplusT's control.

#### 9. **OWNERSHIP OF THE INTELLECTUAL PROPERTY**

If not defined otherwise in the Quotation, the ownership of the intellectual property related to Products belongs to NplusT.

NplusT hereby confirm and warrants that the Products, services and the use thereof by Customer and its Affiliates and its users shall not infringe any trademark, trade name, existing patent, pending patent, design or other right, including intellectual property right, of any third party.

In case intellectual property of Customer is applied in the delivered Product, NplusT shall not be liable if Customers intellectual property infringes any trademark, trade name, existing patent, pending patent, design or other right, including intellectual property right, of any third party.

#### 10. **PAYMENT**

Payments will be made within the terms stated on the Quotation and on the invoice.

Payment is via wire transfer if not specified otherwise.

All payments must be made in full and without deductions for charges incurred. In particular, neither local and international tax nor costs related to money transfer should be charged to NplusT.



If Customer fails to comply with any terms of payment, NplusT may withhold further deliveries or at its option terminate these General Terms whereupon any unpaid money will become immediately due. If, by the terms of sale, credit is extended to Customer, NplusT reserves the right to revoke such credit if Customer fails to pay for any Products when due and NplusT will then have the right to demand payment before any further shipments of Products. All past due payments will bear interest at a rate of one and one-half percent (1.5%) per month from the past due date until date of receipt of payment by NplusT or at the highest rate of interest allowed by the laws of Italy, whichever is lower.

## 11. TAXES

Except as otherwise provided by law, all sales, excise and similar taxes, or duties which NplusT may be required to pay or collect with respect to the Products or their supply to Customer, will be for the account of the Customer.

Where Customer claims exemption from duty or tax, Customer will furnish appropriate exemption certificate to NplusT.

## 12. PRICE INCREASE

Prices are based on labor and material costs as of the quotation date. In case of significant variation in any of those costs after that date might need a variation in prices which has to be agreed by Customer and NplusT in writing.

## 13. SETOFF

Customer will have no right to setoff any amounts due or payable to NplusT hereunder against any claim or charge Customer may have against NplusT.

## 14. WARRANTY TERMS

Warranty: 2 years commencing on successful installation and acceptance of Product except specified differently in the Quotation.

- 1 NplusT warrants that the Products
  - a) are free from any defects, including but not limited to defects in design, materials and/or workmanship,



- b) strictly confirm to the Technical Specifications defined or referred in Quotation and to any other requirements mutually agreed and/or set forth and
- c) are of the highest quality and fit for the intended purpose to the extent known by NplusT.

In case of any breach, non-fulfillment and/or deviation and error or defect during the warranty period, the respective Product will be deemed to be defective (hereinafter referred to as "Defective Product").

- 2 The warranty period shall start on the date the Product has been successfully delivered and/or installed and/or approved by Customer in accordance in a jointly agree acceptance procedure.
- 3 In case of a Defective Product, Customer shall inform NplusT thereof and NplusT shall at its sole discretion repair or replace such Defective Product at no charge within a reasonable period of time, typically within 30 days. In case the Defective Product does not allow the utilization of the Product either with limited capacity and there is no alternative way to solve the problem, NplusT guarantees an intervention within 15 days from Customer notice. On Customer request, NplusT will provide Customer a suggested list of spare parts which Customer might purchase.
- 4 Notwithstanding Paragraph 3, Customer shall be entitled to repair or replace a Defective Product on its own or have them repaired or replaced by a third party at NplusT's expense without specifying a time period, if the delivery of a Defective Product is already delayed and/or if the immediate repair or replacement is in the Customer 's interest to avoid defaulting or because of any other urgency, e.g. capacity needs. In this case the reparation and eventual related shipments are under Customer responsibility.
- 5 During the warranty period any costs arising out of or in connection with the corrective actions of NplusT or the rights of Customer as set forth in Paragraphs 3 and 4, including but without limitation costs of de-facilitation and re-facilitation, shall be borne solely by NplusT. Cost of transportation, will be borne by the party sending the goods. Transfer costs only of NplusT's personnel will be charged to Customer. The aforesaid transportation costs include flight tickets, travel costs in Italy, hotels, food and car rental.





- 6 In order to overcome capacity problems caused by a Defective Product, the Defective Product shall remain at the location of Customer until its replacement by a non-Defective Product, if requested by Customer. Otherwise, NplusT shall take back any Defective Product without undue delay.
- 7 During the warranty period, any spare parts, updates, upgrades and services which are necessary to fulfill any requirements mutually agreed and/or set forth in the Technical Specification, shall be provided to Customer by Supplier at no cost.
- 8 If needed for reparation, delivery and insurance costs will be borne by the party sending the goods.
- 9 The warranty is void in case the defects were caused by Customer's willful misconduct, neglect, improper installation, attempts to repair, or by accident, fire or other hazard.
- 10 Third party warranties will be passed on to Customer if applicable.

#### 15. **TERMINATION FOR INSOLVENCY**

NplusT may wholly or partly terminate any sale of Products hereunder if Customer makes any assignment or trust for the benefit of creditors, becomes insolvent or otherwise is unable to pay its debts as they become due, or if proceedings are commenced by or against Customer alleging bankruptcy, or insolvency, or involving the appointment of a receiver.





## 16. EXPORT CONTROL

NplusT hereby acknowledges that the Products provided may be subject to Italy and to the United States laws, regulations and requirements regarding the export, re-export, transfer, and import. NplusT agree not to export, re-export or transfer the products and goods in violation of any such applicable laws or regulations. NplusT responsible for obtaining any licenses required to export, re-export, transfer or import the products and goods. The Products may not, in the absence of authorization by U.S. and local law and regulations, as required, be used by or exported or re-exported to (i) any U.S. sanctioned or embargoed country, or to nationals or residents of such countries; or (ii) to any person, entity, organization or other party identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals, or the Department of State's Debarred Parties List, as published and revised from time to time; or (iii) any party where the end-use involves nuclear, chemical/biological weapons, rocket systems or unmanned air vehicles.

## 17. CONFLICT MINERALS

NplusT confirm the Products compliance and adherence with the regulations of the Conflict Minerals as set forth by the EICC (Electronic Industry the Citizenship Coalition) and the US Federal law.

## 18. CONFIDENTIALITY

Customer and NplusT protect confidential information by signing a Bilateral Non-Disclosure Agreement.

## 19. EXCLUSIVE REMEDY

CUSTOMER'S EXCLUSIVE REMEDY UNDER THESE GENERAL TERMS IN LIEU OF ALL OTHER REMEDIES WILL BE FOR DAMAGES OR, AT NPLUS T'S ELECTION, REPAIR OR REPLACEMENT OF DAMAGED ITEM(S) OF PRODUCTS RETURNED AT CUSTOMER'S EXPENSE TO NPLUS T; IN THE EVENT DAMAGED PRODUCTS CANNOT BE REPAIRED OR REPLACED, NPLUS T MAY REFUND THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PARTICULAR ITEM(S) OF PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.



## 20. **INDEMNIFICATION AND LIMITATION OF LIABILITY**

IN NO EVENT WILL NPLUST HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE; AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY OF NPLUST) FOR COVER OR FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES OR LOSS OF REVENUE, PROFIT, SAVINGS OR BUSINESS ARISING FROM OR OTHERWISE RELATED TO THE PRODUCTS OR A SALE BY NPLUST TO CUSTOMER, EVEN IF NPLUST OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NPLUST'S AGGREGATE LIABILITY (WHETHER ARISING IN CONTRACT, WARRANTY, TORT OR OTHERWISE) WITH REGARD TO THE PRODUCTS OR A SALE BY NPLUST TO CUSTOMER WILL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PARTICULAR ITEM(S) OF PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.

## 21. **CUMULATIVE REMEDIES AND NONWAIVER**

NplusT's remedies herein provided will be cumulative and in addition to any other remedies by law or in equity. NplusT's failure to insist upon or enforce strict performance of any of, or to exercise any rights or remedies under, NplusT's agreement with Customer will not be construed as a waiver or relinquishment to any extent of NplusT's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect.

## 22. **APPLICABLE LAW**

Sales of Products pursuant to these General Terms will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Italy., without reference to its choice of law principles to the contrary, except that the U.N. Convention on Contracts for the International Sale of Goods (1980), or any successor thereto, does not apply. Customer will not commence or prosecute any action, suit, proceeding or claim relating to the Products other than in the State of Italy. Customer hereby irrevocably consents to the jurisdiction and venue of such courts in connection with any action, suit, proceeding or claim arising under these General Terms or by NplusT's sale of Products.



### 23. MISCELLANEOUS

No course of prior dealings between Customer and NplusT and no usage of the trade will be relevant to supplement, interpret or explain these General Terms. Customer shall comply with all applicable laws, regulations, rules, orders and other requirements, now or hereafter in effect, of any applicable governmental authority in its performance of NplusT's agreement with Customer and use of the Product.

If any provision of these General Terms is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby.

### 24. ASSIGNMENT

These General Terms bind and inure to the benefit of NplusT, its successors and assigns. Customer may not assign any right or interest in NplusT's agreement with Customer nor delegate the performance of any of its obligations without NplusT's prior written consent.

### 25. ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, and no promises, provisions, terms, warranties, conditions or obligations whatsoever, whether express or implied, other than herein set forth, will be binding upon either party.

### 26. NOTICES

Any notice will be sent by registered or certified mail with return receipt requested (airmail if sent internationally) to either party's address set forth on the face of the purchase. Notice may also be given by such other means as may be agreed upon. Notice will be effective upon receipt.

Routine notices are permitted to be given via facsimile or email.