

## 1. General

1.1 In these Terms and Conditions of Sale ("Terms and Conditions"), Seller shall mean E-Peas, a public limited liability company (société anonyme) having its registered office at 1435 Mont-Saint-Guibert, Rue du Fond Cattelain and registered with the BCE under n° 0506.674.451, providing semiconductor products (the "Seller") to the purchaser of such products (the "Buyer").

1.2 The term "Goods" contained herein applies to all products or services rendered by Seller. Changes or amendments to these terms shall be deemed valid only after having been officially agreed to in writing by an authorized representative of Seller.

## 2. Orders

2.1 All orders need to be accepted in writing by Seller to be deemed valid (the "Acceptance"). Acknowledgement of receipt is by no means to be considered as an approval of the content of the Buyer's order. Such written acceptance explicitly means that the Terms and Conditions apply and supersede any of the Buyer's terms and conditions (stated on the purchase order or otherwise).

2.2 All quotations issued by Seller shall be valid and binding for 30 days. All prices are in USD, unless specified and agreed in writing between the Seller and the Buyer.

## 3. Description

3.1 The quantity and description of the Goods shall be as set out or referred to in the Acceptance.

3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for information purpose and for the sole purpose of giving an idea of the Goods described in them. They shall not form part of the Contract between the Sellers and the Buyer (the Acceptance together with these Terms and Conditions shall constitute the "Contract") and this is not a sale by sample.

3.3 The Seller will not be liable for any non-conformity of the Goods (even if caused by the Seller's negligence) unless the Buyer gives written notice to the Seller of such non-conformity with the Contract within [5] Business Days of delivery.

## 4. Delivery & Payment

4.1 Delivery shall be made Ex-Works in accordance with Incoterms® 2010.

4.2 Invoices are to be paid within 30 days net unless otherwise specified in the invoice issued by Seller. The prices shall be net of any VAT or other taxes, which shall be borne by the Buyer. Overdue payments shall be charged up to the maximum allowed interest rate as applicable by law for the entire duration of the overdue payment.

4.3 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer.

4.4 The Seller may defer the delivery date if such case is caused through no fault of the Seller or due to extraordinary events for the Seller or its subcontractor.

4.5 Without prejudice to the transfer of risk which shall occur on delivery, transfer of title shall occur upon complete payment of the purchase price by the Buyer.

4.6 The Goods shall be transported to the Buyer's premises at Buyers' risks and costs.

## 5. Non-delivery

5.1 The quantity of any consignment of Goods as recorded by the Seller upon delivery shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer notifies the Seller within [5] Business Days of delivery providing conclusive evidence to the contrary. The Buyer acknowledges that this period allows a reasonable opportunity to examine the Goods.

5.2 The Seller shall not be liable for any non-delivery of Goods (even if caused by the Seller's negligence) unless the Buyer gives written notice to the Seller of the non-delivery within [5] Business Days of the date on which the Goods should have been delivered pursuant to the Contract.

5.3 The Seller shall not be liable for any visible damage to the Goods unless the Buyer gives written notice to the Seller of such damage within [5] Business Days of delivery.

5.4 Any liability of the Seller for non-delivery of the Goods, or for the delivery of damaged Goods, or for the delivery of too few Goods, shall be limited to replacing (or delivering as the case may be) the relevant Goods within

a reasonable time, or, at the Seller's option, issuing a credit note at the pro rata Contract rate against any invoice issued for such Goods. Where too few, or damaged Goods have been delivered, the Buyer shall not be entitled to terminate or rescind the Contract insofar as it relates to Goods that have been delivered, where relevant, undamaged.

## 6. Trade Acceptance

6.1 An acceptance test shall be carried out by Buyer within 30 days, as of date of delivery. Unless otherwise notified in writing within that time period, the Goods shall be deemed accepted.

## 7. Warranty

7.1 The Seller warrants that the Goods will be free from defects in material and workmanship under normal use. The Seller obligations under this warranty shall be discharged, at its option, by repairing, replacing, or giving credit for defective products. The Seller shall have a reasonable period of time to remedy such defects and in any case at least 15 Business Days,

7.2 The period of Warranty is 12 months from the time of delivery of the Goods. Such warranty shall not cover any visible defect (see 5.3) or any defect which should have been discovered by performing a standard acceptance test (see 6.1).

7.3 The Buyer shall give the Seller notice in writing of any defect covered by the warranty, stating sufficient reasons, within 30 days of the Buyer's knowledge of the defect. The right of the Buyer to make any claim under the warranty shall lapse after such period.

7.4 No warranty shall apply to any products which have been handled in an improper manner, are defective due to misuse, accident, neglect, or which have been modified or damaged or manipulated for any reason.

7.5 The Buyer must prove, at his own cost, that the defect is due to e-peas product itself and not in relation with the incorporation with any other product

7.6 Returns shall only be accepted if agreed in writing in advance by the Seller, accompanied by "Return Material Authorization (RMA)". Returns shall be done in the original package, and at the expense of Buyer.

## 8. Limitation of Liability

8.1 Apart from warranty expressly stated herein, in no event the Seller liable toward the Buyer for loss or damage to property, loss of use, loss of anticipated revenues, interruption of operation, expenses including costs of capital, claims of Buyer's client, loss of profits or revenues or for other indirect, incidental or consequential loss or damage whatsoever. The maximum overall liability for the Seller shall in no event be more than the invoiced amount for the specific product in question.

8.2 The warranty set forth in these Terms and Conditions shall be exclusive of any warranty provided by law or otherwise.

## 9. Cancellation Clause

Without prejudice to any other rights of the Seller, any non-performance by the Buyer of any of its obligations, including the failure to pay any amount due at its expiry, authorizes the Seller to terminate the Contract, by sending a notice to that effect to the Buyer, without the termination being subject to the sending of a prior notice or a court decision. The termination entails for the Buyer the obligation to return all the material that would have been issued to him, prior to the termination. In such case, the Seller shall be entitled to a lump sum indemnity of 20% of the value of the order, without prejudice to any higher indemnification to which the Seller is entitled.

## 10. Indemnification

Without prejudice to the Seller's warranty set forth in these Terms and Conditions, (i) the Seller shall not be liable for the commercialization or use of the Goods supplied (including after incorporation of the Goods in any other products) by the Buyer or any subsequent purchaser or/and user of such Goods and (ii) if the Seller incurs any liability towards any third party (including any subsequent purchaser or user of the Goods) for any loss or damage howsoever arising in connection with the commercialization or use of the Goods supplied (including after incorporation of the Goods in any other products), the Buyer shall indemnify, defend and hold the Seller harmless against any claims or demands from such third parties.

## 11. Intellectual Property

11.1 All trade secrets, intellectual property rights, copyrights, tradenames, and patent rights relating to the Goods shall remain at all time the sole property of the Seller.

11.2 The Seller grants the Buyer a non-exclusive right to use the drawings and other technical and commercial documents delivered under the Contract,

for the sole purpose of using the Goods. These documents may be transmitted to third parties only with the express agreement of the Seller.

**12. Force Majeure**

12.1 The Seller shall not be liable for delays or damages caused by Force Majeure.

12.2 Force Majeure conditions include all conditions beyond the Seller's control which could not be reasonably anticipated, including but not limited to: natural disaster, war, civil war, insurrections, strikes, fires, floods, earthquakes, labor disputes, epidemics, governmental regulations and/or similar acts, freight embargoes, unforeseeable operating, traffic or shipment disturbances, unforeseeable lack of labor forces, energy, raw materials or auxiliary materials, Strikes, lockouts, boycotts, or any other similar circumstances.

**13. Legal**

13.1 These Terms are subject to Belgian law, and, unless otherwise stated, the general rules of Belgian law (with the exception of the Vienna Convention on the International Sale of Goods) apply in all relations between the Seller and the Buyer.

13.2 Any dispute concerning the validity, interpretation and execution of the agreement concluded with the client is settled by the courts of the judicial district of the Seller's registered office.

**14. Severability**

The invalidity or unenforceability of any provision of these Terms and Conditions shall not result in the invalidity or the unenforceability of any other provision of these Terms and Conditions or of these Terms and Conditions as a whole.