

IPSiLog Semiconductor GmbH - Terms and conditions

1. General Information

1.1 Scope of application Unless other written agreements exist, the terms and conditions of sale set down herein shall apply to all offers and orders given or received by IPSiLog Semiconductor GmbH (herein "**IPSILOG**") as well as any services of any kind rendered by us to our customers. Unless previously arranged otherwise, these general terms and conditions of sale shall become the subject matter of the contract upon the conclusion of a contract.

1.2 Contradiction clause The general terms and conditions of business of contracting parties are not valid, even if the contracting parties expressly request such in their orders. **IPSILOG**'s acceptance of an order does not constitute the validity of other terms and conditions. An approval to deviating terms and conditions of Customer shall only apply for an individual case, not for previous or future deliveries.

2. Offers, Sales contracts and order confirmation

2.1 Offers Our offers shall be without obligation and non-binding and only contain requests for quotations by Customer. We shall be bound by specifically elaborated quotations for 14 days to the extent that nothing to the contrary has been agreed.

2.2 Order confirmation Following receipt of an order, Customer shall receive an order confirmation without delay. If no written confirmation has been issued by us within 14 days of our receipt of such order or agreement, the contract shall be considered not to have materialized.

2.3 Quality descriptions The information in our publication, such as brochures, type lists, catalogs, data sheets and other advertising, in specifications, requirement specifications and other technical terms of delivery, in certificates (e.g. Certificate of Compliance) and other such forms contains no guarantee of quality and durability within the meaning of section 443 of the German Civil Code (BGB). Information on the reliability of our products constitutes statistically computed average values. This information is intended to help the purchaser and is made to the best of our knowledge and belief; it does not, however, refer to specific deliveries and thus does not constitute a guarantee of quality and durability within the meaning of section 443 of the German Civil Code (BGB).

2.4 Samples Should we provide the purchaser with samples of products, these are to be treated as test samples and are exclusively designated for internal use of the purchaser with the aim of determining whether these are suitable for the purchaser's intended application or not. When testing samples the purchaser must strictly adhere to the given tolerance ranges of the product samples and to any further information issued by us on the delivery documents pertaining to the handling of samples

3. Delivery

3.1 Delivery Dates In principal, no set delivery dates are agreed on. Any delivery dates specified serve only as an orientation. Where a specific delivery date has been agreed on in individual cases, this is subject to timely material procurement and the flawless functioning of the finished part in the quality control inspection and presuppose fulfillment of all delivery conditions to be fulfilled by Customer. In the event of the contracting party being in default of acceptance of delivery, **IPSILOG** is entitled to demand compensation for any loss sustained. The risk of accidental perishing and of accidental deterioration shall be transferred to the contracting party from the moment of default of acceptance of delivery. In case of force majeure, **IPSILOG** is released of its obligation to deliver until the end of the force majeure situation. **IPSILOG** shall inform the contracting party thereof immediately. Subsequent difficulties in procurement of material, operational disturbances, strikes, lock-outs, lack of personnel, lack of means of transport, official orders, in particular bans on exportation, non-performance by our suppliers etc. even if they occur with their suppliers or the latter's sub-suppliers, even in the event of bindingly agreed periods and deadlines are considered cases of force majeure. At the end of the force majeure situation, eventual subsequent delivery for the delivery which was unfulfilled during the force majeure circumstances shall be decided upon by mutual agreement.

3.2 Successive Delivery In the case of deliveries by installment, **IPSILOG** reserves the right to determine the order of delivery for the parts and the volume of parts to be delivered.

3.3 Suppliers In order to fulfill its obligations, **IPSILOG** is entitled to use the services of subcontractors. **IPSILOG** guarantees the contracting party, however, that any products manufactured or supplied by subcontractors will be compliant with the quality standards agreed on.

3.4 Deliveries The place of performance for delivery is the headquarters of **IPSILOG**, Incoterms 2010. If, at the request of the buyer, the goods are to be dispatched to a place designated by the buyer, the risk of transportation, including that for deliveries for which the carriage is paid, shall be transferred to the contracting party at the moment in which **IPSILOG** hands over the goods to the forwarding agent, the carrier or the railway. **IPSILOG** is entitled, on behalf of and at the expense of the contracting party, to take out transportation insurance covering the value of the goods being delivered. In individual cases, **IPSILOG** reserves the right to make over and under deliveries of up to 10% and to adjust the invoice accordingly; notwithstanding over and under delivery, contractual obligations regarding the order volume shall be duly fulfilled.

3.5 Products and Services **IPSILOG** reserves the right to supply, for the same price, products which are technically equivalent to or better than those ordered and confirmed. The acceptance of equivalent or higher quality products is considered to be agreed.

4. Prices

Deliveries and services not agreed in the contract shall be charged on the basis of our price list valid upon receipt of the order. If not agreed to the contrary, prices shall be understood packaging, freight and duty unpaid ex dispatch warehouse (POB). VAT is indicated and calculated separately. All previous price lists are thus no longer valid. Prices are subject to changes at any time without notice. We shall be entitled to make deliveries only by Cash on Delivery. The additional costs incurred by this shall be borne by Customer.

5. Payment terms and reservation of title

5.1 Payment terms All invoices shall be due for payment 14 days after receipt purely net without deduction if nothing to the contrary has been agreed in the contract. The place of performance for the contracting party's obligation to pay is Landshut. Payment is considered to be on time when the amount due has been credited to the account designated by **IPSILOG** with value date on or before the due date. The contracting party is in default of payment, without further demand for payment, if payment has not been received within 14 days of the invoice date. From this moment, **IPSILOG** is entitled to charge interest at a rate of 4 percentage points above the base rate, at least 8%, to accelerate maturity on undue or deferred payments and hold all further deliveries immediately. This does not affect the right to claim greater damage caused by default. In the case of orders cancelled less than 6 weeks before the confirmed delivery date, a charge of 10% of the order value shall apply; for orders cancelled less than 4 weeks before the delivery date, a charge of 15% of the order value shall apply. Cancellation of orders for customer-specific products and for all products whose confirmed delivery date is within 3 weeks shall not be accepted.

5.2 Reservation of Title **IPSILOG** shall retain title to the products sold until the fulfillment of all, including future claims arising from the business relations. In the case of bills and cheques, payment is not considered to be received until said bills and cheques have been honoured. Machining or processing of the products is considered to be carried out on behalf of **IPSILOG**. In the event of an intermixture or confusion of goods belonging to two or more persons, **IPSILOG** shall acquire a co-ownership share proportionate to the ratio of **IPSILOG**

products to the third-party objects brought in by the contracting party at the moment of commingling or confusion. If the contracting party acquires sole ownership of the new object, he shall henceforth grant a co-ownership share of the said goods proportionate to the ratio of the invoice value of the reserved property to the value of the new goods. The contracting party is entitled, subject to revocation, to resell, but not to pledge or to assign by way of security, the goods which are owned or co-owned by **IPSILOG** within the scope of proper business activity. If the contracting party resells **IPSILOG** products or his own goods which contain **IPSILOG** products without receiving the full purchase price in advance or concurrent with the delivery of the object of purchase, he is obliged to conclude with his customer an agreement on reservation of title in accordance with these terms and conditions. The contracting party shall henceforth assign to **IPSILOG** all claims he may have within the scope of the resale as well as any rights accrued to him within the scope of the agreement on reservation of title made by him. At **IPSILOG**'s request, the contracting party is obliged to inform his contracting party of the assignment and furnish **IPSILOG** with the information and documents it requires to assert its rights against the purchaser. In the event of delayed payment, other material breaches of contract or in the event of substantial deterioration of the contracting party's financial circumstances, the contracting party is obliged, at **IPSILOG**'s request, to surrender to **IPSILOG**, immediately and at his own expense, all property owned by **IPSILOG**. If the value of the securities arising out of the reservation of title agreement exceeds **IPSILOG**'s claims from its business relations with the contracting party by a total of more than 20%, **IPSILOG** shall, at the request of the contracting party, declare the release of securities as it sees fit.

6. Prohibition of Set-Off and Right of Retention

The contracting party is not entitled to set off **IPSILOG**'s claims or assert any right of retention, particularly in the event of notification of defects, unless the contracting party's claims are recognized by **IPSILOG** or are recognized by declaratory judgment. Claims made against **IPSILOG** cannot be assigned without written consent from **IPSILOG**.

7. Warranty and liability

7.1 Warranty The contracting party is entitled to the legal warranty claims. **IPSILOG** guarantees that the components it supplies shall comply with the specifications given in the data sheets. **IPSILOG** reserves the right to modify the specifications without giving the party ordering notice thereof and either to replace or to repair commodities delivered by us providing to be defective. **IPSILOG** does not guarantee that the products supplied shall be suitable for use in the customer's designated applications, nor that they shall comply with the specifications of the customer application. The customer himself is thus responsible for the usability of the product supplied in his application. The period of limitation is one year beginning at the moment of transfer of risk. In this period, claims to reimbursement of any possible consequential losses shall also be barred by limitation to the extent that these are not claims from tort.

7.2 Liability A contractual or extra-contractual obligation to damages on our part and also on the part of our employees and vicarious agents shall only exist to the extent that the damage or consequential loss is to be put down to gross negligence or malice aforethought. This shall not apply insofar as (a) **IPSILOG** is liable for a breach of an essential contractual obligation (cardinal obligation), (b) the damage or consequential loss is based on a lack of an assured property and Customer is making claims from a purchase, works, work performance or rental contract according to §§ 463, 480 sub-section 2, 635, 538 German Civil Code or (c) injury to the health or the life of a person is involved. In commercial dealings, liability shall be limited in any case to damage and consequential loss foreseeable for us upon conclusion of the contract. This shall not apply to the extent that injury to the health or the life of a person is involved. The mandatory provisions of the Product Liability Act shall remain unaffected.

7.3 Complaint in respect of defects: To preserve claims in respect of defects, the purchaser shall, pursuant to section 377 of the German Commercial Code (HGB), in particular be obliged to perform a receiving inspection and to lodge an immediate, written complaint upon discovery of any defects or any variances of quantity not conforming to the contract. More return of the goods shall not be deemed a complaint and shall not release the purchaser from their obligation to settle the purchase price.

8. Final provisions

8.1 Industrial Property Rights The conclusion of a contract shall by no means constitute **IPSILOG**'s renunciation of any trademark rights and industrial property rights it may have. **IPSILOG** shall not accept any responsibility in respect of industrial property rights of third parties affected by the use of **IPSILOG** products in combination with products of the purchaser or third parties. Verification of non-existence of industrial property rights regarding such applications shall not be included in the contractual scope of performance and shall be the duty of the purchaser – unless **IPSILOG** has positive knowledge of the existence of such an industrial property right in respect of any application created.

8.2 Partial nullity In the event of individual provisions of these terms and conditions ceasing to be effective, in whole or in part, the validity of the remaining terms and conditions shall not be affected. The parties undertake to replace the ineffective provision or provision requiring supplementation or interpretation by a new provision which has the same effect as the original provision.

8.3 Place of Jurisdiction / Other Provisions

The place of jurisdiction for all disputes, including action arising out of or in connection with the contract or the present terms and conditions insofar as Customer is a full merchant, a public-law legal entity or public-law special assets or the residence or customary abode of Customer at the time of suing is either not in this country or is unknown is Landshut. The statutes of the Law of the Federal Republic of Germany shall apply exclusively to all disputes between the contracting parties, unless otherwise agreed by the parties in writing. The UN convention on the international sale of goods shall not be applicable. Verbal subsidiary agreements are not effective unless confirmed by the parties in writing

8.4 Data recording Customer is informed that we store and process person-related data of Customer within the framework of the business relationship.