



STANDARD TERMS AND CONDITIONS OF COMMERCIAL SALE (the “Terms and Conditions”)

1. OFFER, CONFIRMATION OR AGREEMENT

Any Offer is expressly made conditional on Buyer's assent to all of the terms contained in the Offer without deviation. Acceptance by Buyer of an Offer may be evidenced by (i) Buyer's written or verbal assent or the written or verbal assent of any representative of Buyer, (ii) Buyer's acceptance of delivery of the Products or payment of purchase price for the first instalment of the Products (if applicable), or any such acceptance by any representative of Buyer, or (iii) other conduct by Buyer or any representative of Buyer consistent with acceptance of the Offer.

In the event that any Offer or Confirmation is sent in response to Buyer's blanket purchase order, the terms and conditions of that Offer or Confirmation, including these Terms and Conditions, shall apply to any delivery by Seller, irrespective of whether Buyer submits additional purchase orders (electronically or otherwise) and whether Seller provides a Confirmation to such additional purchase orders. All terms and conditions of such documents by Buyer are hereby rejected.

Seller's Offers are open for acceptance within the period stated by Seller in the Offer or, when no period is stated, within thirty (30) days from the date of the Offer, but any Offer may be withdrawn or revoked by Seller at any time prior to the receipt by Seller of Buyer's acceptance related thereto.

If Seller receives an order from Buyer for the sale by Seller and purchase by Buyer of Products and such order is not a response to an Offer by Seller, or if Seller receives an order or acceptance by Buyer which deviates from Seller's Offer, such order or acceptance, respectively, shall be deemed to be a request for an Offer only.

An acceptance by Buyer of any Offer made by an order gatherer, liaison officer, agent or sales representative for Seller shall constitute an Agreement between Seller and Buyer upon explicit Confirmation by Seller itself.

2. PRODUCTS, QUANTITIES AND PRICING

Prices in any Offer, Confirmation or Agreement are in Sterling and do not include any taxes, duties or similar levies, now or hereafter enacted, applicable to the Products. Seller will add taxes, duties and similar levies to the sales price where Seller is required by law to pay or collect them and will be paid by Buyer together with the price.

3. RIGHTS IN DOCUMENTATION AND INTELLECTUAL PROPERTY

Seller shall retain title to and possession of all designs, masks, database tapes and source code of the Products. Individual segments or parts of Product designs, including but not limited to standard cells, megacells, base arrays or software libraries, are the property of Seller and may be used by Seller in other designs and may not be used by Buyer except as a part of Products designed and manufactured by Seller.

Seller grants Buyer a nonexclusive license to use and distribute software (including firmware in all references to “software”, unless stated otherwise) in machine-readable form, only in combination with or as part of the Products for which the software has been provided and only one copy for each such Product. No rights or licenses with respect to any software source code are granted to Buyer. With respect to Products, software, documentation, and portions thereof, Buyer is not authorized to and agrees that it will not: (i) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code, ideas, technology or algorithms, except to the extent expressly authorized by statutory law; (ii) modify or create derivative works; (iii) remove or alter any proprietary markings or notices; or (iv) merge, link or incorporate software into any other software. Should Buyer create any modifications or derivative works of Products, software, documentation or a portion thereof, Buyer irrevocably assigns and agrees to assign all right, title and interest in any such modifications or derivative works to Seller. Buyer's rights under these Terms and Conditions are conditional upon Buyer not performing any actions that may require any software, Products and/or any derivative work thereof, to be licensed under open source software license terms that may, for example, require disclosing source code, granting a license under intellectual property rights, such as granting a permission to develop derivative works, or granting other rights or assuming responsibilities commonly associated with open source software.

If Buyer is in default of any of the terms herein, Buyer's license to software and documentation will automatically terminate. Buyer shall indemnify Seller against and hold Seller harmless from any damage or costs arising from or in connection with any violation or breach of the provisions of this Section 3 and Buyer shall reimburse all costs and expenses incurred by Seller in defending any claim, demand, suit or proceeding arising from or in connection with such violation or breach.

To the extent that software and/or documentation is embedded in a Product, the sale of such Product shall not constitute the transfer of ownership rights or title in such software and/or documentation, and all references to “sale” or “sold” of any software or documentation shall be deemed to mean a license. Except for those rights specifically granted in this Section 3 in connection with software and documentation: (i) Seller and its suppliers reserve all right, title and interest, together with all intellectual property rights thereto, in all software and documentation provided or made available to Buyer, and (ii) no other express or implied license, right or interest in or to any patent, patent application, copyright, trade secret, trademark, trade name, service mark or any other intellectual property right is granted hereunder.

A sale of any of the Products and these Terms and Conditions shall not be construed as conferring any right, license, or immunity:

- a. under any intellectual property rights to any combination, machine, or process in which Products might be used, or to any modifications of Products, software, or documentation.
- b. with respect to any trademark, trade or brand name, corporate name, or any other name or mark, or contraction, abbreviation or simulation thereof.

c. under any intellectual property rights covering an industry standard set by a standard setting body or agreed to between at least two companies; or

d. under any intellectual property rights with respect to which Seller has informed Buyer or has published a statement that a separate license has to be obtained or that no license is granted or implied.

4. PAYMENT

a. Unless agreed otherwise between Seller and Buyer in writing, Seller may invoice Buyer for the price of the Products delivered upon delivery of the Products in accordance with the applicable Incoterm. Net payment is due within thirty (30) days of date of invoice unless agreed otherwise between Seller and Buyer in writing. All payments shall be made to the designated Seller's address. If deliveries are made in installments, each installment may be separately invoiced and shall be paid for when due. No discount is allowed for early payment unless agreed to in writing by Seller.

b. All deliveries and performance of work agreed to by Seller shall at all times be subject to credit approval of Seller. If, in Seller's judgment, Buyer's financial condition at any time does not justify production, performance of work or delivery on the above payment terms, Seller may require full or partial payment in advance or other payment terms as condition for delivery, and Seller may suspend, delay or cancel any credit, delivery or any other performance by Seller.

c. Payment by Buyer of non-recurring charges (as may be made to Seller for special design, engineering work or production materials) shall not convey title to any design, engineering work or production materials, and title shall remain in Seller.

d. Buyer shall not offset, withhold or reduce any payment(s) due by it to Seller. The payment of fees and charges is a covenant of Buyer that is independent of the other covenants made by the parties hereunder.

e. If Seller incurs exchange rate losses due to Buyer's failure to pay when payments are due, Seller shall be entitled to equivalent compensation from Buyer for such losses.

f. In the event of any default by Buyer in the payment of any fees or charges due, or any other default by Buyer, Seller shall have the right to refuse performance of any work and delivery of any Products until payments are brought current and Seller may suspend, delay or cancel any credit, delivery or any other performance by Seller. Such right shall be in addition to, and not in lieu of, any other rights and remedies available under these Terms and Conditions or at law or in equity.

5. CUSTOM PRODUCT

Prices and/or schedules for Custom Products are subject to change by Seller if any specifications are revised or supplemented or there are unforeseen difficulties with the design.

6. RESCHEDULING AND CANCELLATION

No order, Agreement or any part thereof may be rescheduled or cancelled without Seller's prior written consent.

7. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

a. Seller, at its expense, shall: (i) defend against a claim in a legal proceeding brought by a third party against Buyer that any hardware Product as furnished by Seller hereunder directly infringes the claimant's patent or copyright; and (ii) hold Buyer harmless against damages and costs awarded by final judgment in such proceeding (or agreed upon in a settlement to which Seller consents) to the extent directly and solely attributable to infringement by the Product.

b. Seller shall have no obligation or liability to Buyer under Section 10(a): (1) if Seller is not: (i) promptly notified in writing of the claim, (ii) given the sole right to control the defense and settlement of such claim, including the selection of counsel, and (iii) given full reasonable assistance and cooperation by Buyer in such defense and settlement; (2) if the claim is made more than one (1) years after the date of delivery of the Product; (3) to the extent that any such claim arises from: (i) modification of the Product, (ii) design, specifications or instructions furnished by Buyer, or (iii) the combination or use of the Product with any product, software, service or technology; (4) for unauthorized use or distribution of the Product or use beyond the specifications of the Product; (5) to the extent that any such claim arises from Buyer's use, sale, offer for sale or importation of the Product after Seller's notice to Buyer that Buyer should cease any such activity because the Product is, or is reasonably likely to become, the subject of a claim of infringement; (6) for any costs or expenses incurred by Buyer without Seller's prior written consent; (7) to the extent that the claim is based on any Excluded Products; (8) to the extent that any such claim arises from any infringement or alleged infringement of third party's intellectual property rights covering an industry standard set by a standard setting body or agreed to between at least two companies; (9) for infringement of any third party's intellectual property rights with respect to which Seller has informed Buyer or has published a statement that a separate license has to be obtained or that no license is granted or implied; or (10) to the extent that patent infringement damages are computed using a royalty base that exceeds the cost of the Product.

If any claim of infringement is brought against Seller as a result of Buyer's actions in connection with items (3), (4), or (5) of this Section 10(b), Buyer shall indemnify Seller against and hold Seller harmless from any damages or costs arising from or connected with such claim of infringement and shall reimburse all costs incurred by Seller in defending any claim, demand, suit or proceeding for such infringement, provided Seller gives Buyer prompt notice in writing of any such suit or proceeding for infringement.

c. If any Product is, or in Seller's opinion is likely to become, the subject of a claim of infringement, Seller shall have the right, without obligation and at its sole option, to: (i) procure for Buyer the right to continue to use or sell such Product, (ii) replace or modify such Product in such a way as to make the modified Product non-infringing, or (iii) terminate any Agreement to the extent related to such Product. In the event of any such termination, Buyer may return to Seller all such Products in Buyer's possession at the time of such termination, which are then subject to the claimant's continuing claim

of infringement; and upon such return Seller shall credit Buyer the sum paid to Seller by Buyer for such Products, less appropriate depreciation.

d. The foregoing indemnity is personal to Buyer and is not assignable, transferable or subject to pass-through to any third party including Buyer's customers.

e. SUBJECT TO THE EXCLUSIONS AND LIMITATIONS SET FORTH IN SECTION 11 OF THESE TERMS AND CONDITIONS, THE FOREGOING STATES SELLER'S ENTIRE LIABILITY AND OBLIGATION TO BUYER OR ITS MEDIANE OR IMMEDIATE CUSTOMERS AND BUYER'S SOLE REMEDY WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

8. LIMITATION OF LIABILITY

a. EXCEPT FOR BUYER'S LIABILITY UNDER SECTIONS 3 OR 11(C) HEREOF, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR LOST SAVINGS, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES WHETHER OR NOT SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED, OR IS AWARE, OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGE, COSTS OR EXPENSES ASSOCIATED WITH WARRANTY OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS, WHETHER FOR THE REPLACEMENT OR REPAIR OF PRODUCTS, INCLUDING LABOR, INSTALLATION OR OTHER COSTS INCURRED BY BUYER AND, IN PARTICULAR, ANY COSTS RELATED TO THE REMOVAL OR REPLACEMENT OF ANY PRODUCTS SOLDERED OR OTHERWISE PERMANENTLY AFFIXED TO ANY PRINTED CIRCUIT BOARD, EXCESS PROCUREMENT COSTS, OR REWORK CHARGES.

b. The aggregate liability of Seller, for all Buyer claims arising out of or in connection with the sale or use of any Product, shall not exceed the amount that Buyer has paid Seller for such Product during the twelve (12) months immediately preceding Buyer's notification to Seller of the applicable Buyer claim. Notwithstanding the above (a) the liability of Seller, for Buyer claims regarding delay or non-delivery of Products, shall not exceed fifty percent (50%) of the purchase price of the delayed or non-delivered Products concerned, and (b) the liability of Seller for all Buyer claims for all Products shall not exceed One Million Dollars (\$1,000,000.00) in the aggregate. The existence of more than one Buyer claim, or Buyer claims involving more than one Product, shall not enlarge or extend the above specified limits.

c. The Products are not designed, authorized or warranted to be suitable for use in military, life support, life-critical or safety-critical system applications, nor in applications where failure or malfunction of a Product can reasonably be expected to result in a personal injury, death or severe property or environmental damage. Inclusion and/or use of Products in such equipment or applications, without prior authorization in writing of Seller, is not permitted and for Buyer's own risk, verification and validation of the suitability of use. Buyer agrees to fully indemnify Seller for any damages resulting from such inclusion or use.

d. Buyer must provide notice to Seller of any claim that Buyer has under these Terms and Conditions within ninety (90) days of the date that the claim arises, and any lawsuit relative to any claim must be filed within one (1) year of the date of notice to Seller of the claim. Buyer agrees that any claim noticed or filed outside of the deadlines set forth in the preceding sentence are deemed waived.

e. The limitations and exclusions set forth above in this Section 11 shall only apply to the extent permitted by applicable mandatory law.

9. CONFIDENTIALITY

Except for non-confidential documentation provided to Buyer for distribution with a corresponding Product, Buyer acknowledges that all technical, commercial and financial information (including without limitation any source code) disclosed to Buyer by Seller is the confidential information of Seller. Buyer shall not disclose any such confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed by the parties and in conformance with the purchase transactions contemplated herein.

10. ASSIGNMENT AND SETOFF

Buyer shall not assign any rights or obligations under these Terms and Conditions or any Agreement without the prior written consent of Seller. Buyer hereby waives any and all rights to offset existing and future claims against any payments due for Products sold under these Terms and Conditions or under any other agreement that Buyer and Seller may have and agrees to pay the amounts hereunder regardless of any claimed offset which may be asserted by Buyer or on its behalf. Seller is allowed to assign any rights or obligations under these Terms and Conditions and any Agreement to its affiliates or to any third party in connection with a merger or a change of control.

11. GOVERNING LAW AND FORUM

These Terms and Conditions, and all Offers, Confirmations and Agreements, are governed by and construed in accordance with the laws of the Netherlands. All disputes arising out of or in connection with these Terms and Conditions, or any Offer, Confirmation or Agreement, shall first be attempted by Buyer and Seller to be settled through consultation and negotiation in good faith and a spirit of mutual understanding. All disputes that are not so settled within a period of thirty (30) days from the date the relevant party notified the other party to that effect, shall be submitted to the courts of Amsterdam, the Netherlands, provided that Seller shall always be permitted to bring any action or proceedings against Buyer in any other court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms and Conditions, or any Offer, Confirmation or Agreement. Nothing in this Section 11 shall be construed or interpreted as a limitation on either Seller's or Buyer's right under applicable law for injunctive or other equitable relief or to take any action to safeguard its possibility to have recourse on the other party.

12. BREACH AND TERMINATION

Without prejudice to any rights or remedies Seller may have under these Terms and Conditions or the Agreement or at law, Seller may, by written notice to Buyer, terminate with immediate effect any Agreement, or any part thereof, without any liability whatsoever, if:

- a. Buyer fails to make payment for any Products to Seller when due.
- b. Buyer fails to accept conforming Products supplied hereunder.
- c. any proceedings in insolvency, bankruptcy (including reorganization) liquidation or winding up are instituted against Buyer, whether filed or instituted by Buyer, voluntary or involuntary, a trustee or receiver is appointed over Buyer, or any assignment is made for the benefit of creditors of Buyer; or

d. Buyer violates or breaches any of the provisions of these Terms and Conditions and/or the Agreement.

Upon occurrence of any of the events referred to under 16(a) through 16(d) above, all payments to be made by Buyer under the Agreement shall become immediately due and payable.

In the event of cancellation, termination or expiration of any Agreement the terms and conditions destined to survive such cancellation, termination or expiration (which shall include without limitation all defined terms and Sections 4, 8 through 16 and 19 through 24 of these Terms and Conditions) shall survive.

13. PRODUCT AND PRODUCTION CHANGES

Seller reserves the right to make at any time Product and/or production changes. In such event Seller represents that said changes shall not negatively affect form, fit or function of the Products and their performance characteristics.

14. DISCONTINUATION OF PRODUCT

Seller reserves the right to discontinue manufacturing and sale of Products at any time. If however at any time during the term of an Agreement under which Seller sells and Buyer purchases Products on a regular basis, such regularly sold and purchased Products are to be permanently discontinued ("Discontinued Product"), Seller shall use its reasonable commercial efforts to give Buyer prior written notice of such discontinuance and shall use reasonable commercial efforts to accept last-time-buy orders for such Discontinued Product all in accordance with Seller's product discontinuation process and general information related thereto as published on Seller's website.

15. SEVERABILITY

In the event that any provision(s) of the Agreement or these Terms and Conditions shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions thereof.

16. WAIVER

The failure on the part of either party to exercise, or any delay in exercising, any right or remedy arising from any Offer, Confirmation or Agreement, or these Terms and Conditions, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy arising therefrom preclude any other or future exercise thereof or the exercise of any other right or remedy arising from any Offer, Confirmation or Agreement, or these Terms and Conditions or by law.

17. NOTICES

All notices and communications to be given under these Terms and Conditions shall be in writing and shall be deemed delivered upon hand delivery, confirmed facsimile communication, or three (3) days after deposit in the mail of the home country of the party, postage prepaid, by certified, registered, first class or equivalent mail, addressed to the parties at their addresses set forth on the Offer, Confirmations and/or Agreement.

18. LEGAL FEES

Should a dispute arise from the subject matter of any Offer, Confirmation or Agreement, or these Terms and Conditions, the prevailing party in any resulting litigation shall be reimbursed by the other party for any and all reasonable attorneys' fees and expenses incurred.

19. RELATIONSHIP OF PARTIES

The parties hereto intend to establish a relationship of buyer and seller and as such are independent contractors with neither party having authority as an agent or legal representative of the other to create any obligation, express or implied, on behalf of the other.

20. MODIFICATIONS AND CHANGES

Seller reserves the right to make any amendments or modifications to these Terms and Conditions at any time. Such amendments and modifications shall have effect (1) on all Offers, Confirmations and Agreements referring to such amended or modified Terms and Conditions as from the date of such Offer, Confirmation or Agreement, and (2) on any existing Agreement thirty (30) days from notification of such amendments or modifications by Seller to Buyer, unless Buyer has notified Seller within such thirty (30) days period that it objects thereto.

21. DEFINITIONS

In this Agreement the terms defined hereunder shall have the following meaning:

'Agreement' any agreement resulting from an Offer or Confirmation, and any agreement incorporating these Terms and Conditions by reference.

'Confirmation' all acceptances, acknowledgements or confirmations by Seller of any order of Buyer, including without limitation orders of Buyer resulting from any pricing or other framework agreement between any Buyer and Seller.

'Excluded Products' (i) software that is (a) licensed under open source software license terms, (b) provided by Buyer or any of its designees to Seller, (c) modified by Buyer or any third party, other than at Seller's request, and/or (d) not embedded in a Product by Seller; (ii) prototypes; (iii) Custom Products manufactured and/or delivered prior to both parties' written acceptance of the prototypes thereof; (iv) experimental Products; (v) beta testing Products; and/or (vi) samples of newly developed Products

‘Products’ the products sold by Seller;

‘Offer’ all quotations and offers of Seller to Buyer;

‘Seller’ Reditech Ltd

Standard Terms and Conditions of Sale.

January 2020