IMEC GENERAL TERMS AND CONDITIONS OF SALE (GTC)

- **Agreed** means the combination of (i) the acceptance of the Quotation issued by IMEC in which the Project has been offered ("Quotation"), (ii) the purchase order ("PO") issued by the Client in which the Project has been ordered, (iii) the GTC, and as the case might be (iv) any specific terms and conditions explicitly agreed upon in writing by IMEC and the Client.
- **Project** means the performance of the Services and/or the delivery of the Goods as described in the Agreement.
- **Background** means any and all intellectual property rights and know-how belonging to or controlled by IMEC in the same or related areas as those applicable to the Project, including, without limitation, developed, conceived, owned or acquired independently of this Project.
- **Client** means the legal entity, as identified in the Agreement, requesting the Project.
- **Deliverables** mean (i) the outcome of the Services and/or (ii) the Good(s).
- **Foreground** means any intellectual property rights and know-how developed within the Project.
- **Good(s)** mean the material(s) or any other tangible item to be supplied by IMEC to the Client, as described in the Agreement.
- **IMEC** means the legal entity performing the Project.
- **Services** mean the services to be carried out by IMEC for the Client, as described in the Agreement.
- **Software** means software developed by or licensed to IMEC for operation and use of the Deliverables and is considered to be part of IMEC’s Background.

1. Acceptance. IMEC is not bound by and hereby expressly rejects Client’s general terms and conditions. Client accepts these GTC by placing an order based on the Quotation. If IMEC and Client have executed a written business agreement for the performance of the Project, the terms and conditions of such business agreement prevail. The Project between the Client and IMEC enters into force (i) through signature of the Quotation for acceptance by the Client; or (ii) through signature of the PO for acceptance by a person who can legally represent IMEC or through acceptance of the PO by IMEC through execution thereof; or (iii) through acceptance of the PO by IMEC through non-acceptance or non-execution thereof, in that case all agreed to apply.

2. Subcontracting. IMEC is allowed to subcontract any portion of the Project to a third party, without Client’s consent. IMEC will be responsible for such third party within the limits set forth in this Agreement.

3. Intellectual Property Rights. Insofar the Deliverables are tangible, the conditions of shipping are FCA IMEC (per Incoterms 2020). IMEC will properly pack the Deliverables and put them at the disposal of the carrier. Digital or intangible Deliverables will be delivered electronically. The Deliverables remain the property of IMEC until full and timely payment has been made.

4. Delivery. The timing for the execution and delivery periods are only indicative and IMEC is not liable for delays in delivery. In the event the delivery period is exceeded, the Client cannot claim for compensation, nor terminate the Agreement or demand its cancellation. IMEC will notify the Client in writing when it becomes aware of possible delays. Deliveries may be made in instalments and a delay or default in delivery of any instalment shall not relieve Client of its obligation to accept and pay for other deliveries.

5. Limited Warranty. Deliverables and all related information are delivered on an "AS IS" basis and intended for R&D purposes only, IMEC makes no warranties, either express or implied, with respect to the Deliverables, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose or for a particular application or purpose. Neither does IMEC warrant that, in the execution of the Agreement, it does not commit an infringement on the intellectual property rights of third parties. Neither will IMEC protect the Client from demands by third parties resulting from infringements on the intellectual property rights of these third parties.

6. Export. IMEC and the Client agree to comply with applicable Export Administration Law, regulations or the like ("EA Law") and agree to obtain necessary export licenses, if required by the EA Law. IMEC and the Client agree to reasonably cooperate with each other to ensure compliance of the Deliverables.

7. Price, Invoice and Payment. The price under this Agreement is in EURO. Any prices mentioned are always excluding VAT, other taxes, except duties, costs, bank costs and the like and can be subject to duties, surcharges and other factors, which are all at the expense of the Client. If any withholding taxes apply, Client shall gross up the invoiced amount to ensure that, after any of the aforementioned events occur, and Client breaches any of these obligations, IMEC will be entitled to terminate the Agreement as per Article 8 of this Agreement without any liability or obligation to pay compensation to Client or to any other concerned Party and IMEC shall be entirely indemnified and be held harmless by the Client for any damages suffered by IMEC.

8. 7. Price, Invoice and Payment. The price under this Agreement is in EURO. Any prices mentioned are always excluding VAT, other taxes, except duties, costs, bank costs and the like and can be subject to duties, surcharges and other factors, which are all at the expense of the Client. If any withholding taxes apply, Client shall gross up the invoiced amount to ensure that, after any of the aforementioned events occur, and Client breaches any of these obligations, IMEC will be entitled to terminate the Agreement as per Article 8 of this Agreement without any liability or obligation to pay compensation to Client or to any other concerned Party and IMEC shall be entirely indemnified and be held harmless by the Client for any damages suffered by IMEC.

9. Limited Liability. IMEC shall not be liable to the Client for any costs or expenses resulting from the termination of this Agreement for reasons of Client’s non-payment, breach of contract, etc. IMEC shall not be liable for any costs or expenses resulting from the termination of this Agreement for reasons of Force Majeure or similar events occurring in the supply chain, change in subcontractor/s, etc.

10. Force Majeure. In case of Force Majeure, IMEC will inform Client thereof. If Force Majeure event is likely to last longer than 30 days, Client may terminate the Agreement.

11. Confidentiality. The Client agrees to treat IMEC’s Background, Foreground and any other information received by IMEC, in whatever form, as strictly confidential in accordance with this Agreement. If, during the performance of the Project, any unforeseeable and adverse events occur or Client breaches any of the terms and conditions of this Agreement, IMEC will be entitled to terminate the Agreement and, in such case, Client shall pay all costs for the performance of the Project, increase due to an increase of the market prices (for, including but not limited to, raw materials, energy, transport, insurance, subcontracting and/or personnel), IMEC shall inform Client thereof. Parties shall enter into good faith negotiations to examine the situation and to determine which financial revision is required, if any, in the circumstances. If no satisfactory agreement can be reached within 30 days of such notice, IMEC shall have the right to terminate this Agreement, without further liability and IMEC shall be compensated for all activities performed and costs made, up until the actual date of termination.

12. Personal Data. If the execution of the Project requires parties to process personal data, Client agrees to provide to IMEC all the information required and equitable in the circumstances. Client shall keep the information or materials supplied by the Client confidential in accordance with any and all Client’s conditions or requirements for issuing invoices by IMEC and the payment hereof by Client and Client shall not request IMEC to comply with any other requirements or to accept any other terms and conditions of any kind which might delay or hinder the creation or payment of invoices (such as, but not limited to, acceptance of a code of conduct, compliance to Client’s procedures, etc) prior to the issuing of its invoices or payment hereof, other than explicitly agreed upon in this Agreement. If Client requests IMEC to upload invoices into its purchase management system, it shall bear all costs associated therewith and no additional fee shall be due by IMEC.

13. Software. IMEC will keep the information or materials supplied by the Client confidential in accordance with this article 11 provided that these materials and information are appropriately labeled.

14. Third Parties. If, during the performance of the Project, any unforeseeable and adverse changes occur in circumstances out of IMEC’s control (such as but not limited to changes in the supply chain, change in subcontractor’s terms, etc.), which result in a situation that no satisfactory agreement can be reached, and in such case, the Project is in place, in that case the latter will prevail. Confidential information shall be protected by the Client to avoid disclosure to any third party, with the same degree of care as is used with respect to the Client’s own confidential information, but not less than a reasonable degree of care. Client agrees that any confidentiality obligations mentioned herein shall be reasonably needs to be informed of this confidential information. The Client shall be liable for disclosure of confidential information of IMEC. The confidentiality obligations remain in full force for 5 years as from expiration or termination of the Agreement. Information or materials made available by IMEC shall be considered as information subject to applicable laws concerning author’s rights and other intellectual property rights. The Client shall indemnify IMEC for all eventual claims from third parties with regard to materials and/or information supplied by the Client. The Client and IMEC shall keep the information or materials supplied by the Client confidential in accordance with this article 11 provided that these materials and information are appropriately labeled.

15. More generally, Client agrees to inform the Client in writing, to advise IMEC of any potential change in the circumstances on which the Project has been ordered, (iii) the GTC, and as the case might be (iv) any specific terms and conditions explicitly agreed upon in writing by IMEC and the Client. If any withholding taxes apply, Client shall gross up the invoiced amount to ensure that, after any of the aforementioned events occur or Client breaches any of these obligations, IMEC will be entitled to terminate the Agreement as per Article 8 of this Agreement without any liability or obligation to pay compensation to Client or to any other concerned Party and IMEC shall be entirely indemnified and be held harmless by the Client for any damages suffered by IMEC.
16. **Force Majeure.** Whenever IMEC is unable to carry out the Project due to Force Majeure, IMEC shall notify the Client in writing and the delivery schedules shall be considered extended by a period of time equal to the time lost because of Force Majeure. When after a period of 2 months from IMEC’s notification to the Client regarding the Force Majeure, the Force Majeure remains unsolved, IMEC may terminate the Agreement without liability. In any case, IMEC shall be compensated for all activities performed and costs made, up until the actual date of termination.

17. **Severability.** In the event a provision of these GTC should be invalid, this will not lead to the invalidity of the remaining provisions of these GTC. The invalid provision will be replaced with a provision that comes as close as possible to the original intended meaning of the provision.

18. **Waivers.** Consent by IMEC to, or waiver of, a breach of any article of the GTC by Client, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

19. **Governing Law.** These GTC fall under the law of the country of IMEC’s registered seat and no effect shall be given to any conflict-of-law provisions. All disputes which might arise from the Agreement, which cannot be settled amicably within 45 calendar days after the dispute arose, will be submitted to the competent courts of IMEC’s registered seat.

20. **Execution.** The signature of the Quotation and/or PO by a party via a scanned or digitized image of a handwritten signature (e.g. scan in PDF format) or an electronic signature (e.g. via DocuSign), shall have the same force and effect as an original handwritten signature. Delivery of the Quotation and/or PO including the related invoices via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy.