In these Terms and Conditions of Sale (“Terms and Conditions”), Seller shall mean the STMicroelectronics legal entity providing semiconductor products (the “Seller”) to the purchaser of such products (the “Buyer”).

1. ORDERS AND CONFIRMATION: Unless otherwise stated in a written agreement duly signed by Seller, the Terms and Conditions (the "Agreement") shall apply to all orders and confirmations of Buyer. If the Buyer is an agent, SPV, or distributor, the products shall be sold at arms-length in separate contracts. STMicroelectronics has the right to refuse to accept any order where the Buyer is not an independent business. All orders and confirmations shall be expressed in the terms of the quotation and shall be deemed to be the sole and exclusive terms of the Agreement. All orders shall be submitted to the Seller in writing, either by email or in writing. The Seller will confirm the order, either in writing or, when agreed by Seller for the purposes hereof, by electronic mail or by EDI, constitutes: (i) Buyer’s acceptance of the Terms and Conditions and (ii) Buyer’s agreement that none of the terms and conditions contained in a document from Buyer shall apply, unless such term or condition has been expressly and duly accepted in writing by Seller. Where Software is supplied by Seller to Buyer, whether or not embedded into Products, Buyer acknowledges that Seller or third party software license terms and conditions applicable to that Software as set forth below in Article 6.

2. DELIVERY, TRANSFER OF TITLE, PRICES: Transfer of title shall take place upon delivery Ex-Works (Incoterms 2020) Seller designated facility unless otherwise specified by Seller. Price of Products (i) excludes any applicable tax, (ii) is accepted in writing, unless otherwise provided by any public announcement, (iii) does not include any cost of removing or paying for removal of goods, (iv) payment will be made in the currency stated in Seller’s quotation, and (v) Buyer’s failure to pay or collect them, be added to the price by Seller and paid by Buyer, and (vi) are based on economic and financial conditions at the date of Seller’s Order Confirmation. For Products not yet shipped, Seller may adjust prices prior to delivery in order to reflect changes in production related costs. The cost of non-standard packaging is not included in the Price of Products; all instructions concerning storage and handling shall be executed upon written request by Buyer. The cost of orders, instructions are clear and received by Seller with reasonable prior notice. The corresponding additional costs shall be charged to Buyer. Seller shall not accept any risk for damage or loss suffered in transit of Products, unless otherwise agreed in writing by Seller.

3. SHIPMENTS, SCHEDULING, DELIVERY: Dates quoted in Seller’s Order Confirmations are estimates only. Orders confirmed by Seller are final and may not be rescheduled by Buyer or cancelled. Buyer agrees that failure to deliver by an estimated delivery date shall not give the Buyer any right to claim compensation, nor impose any penalty or interest on Buyer or any third party. Buyer’s failure to accept delivery of Products, as given by Seller, shall not relieve Seller of its obligation, as confirmed by Seller or default by Buyer. Seller may decline to make further shipments notwithstanding any other remedy available to Seller. In the event of delivery by installments, default in any shipment or delivery shall not invalidate the Terms and Conditions as they pertain to subsequent shipments.

4. PRODUCT SPECIFICATIONS: Except as otherwise expressly agreed in writing by Seller, Seller reserves the right to change at any time the specifications of any Products without notice. Except if particular specifications are given by Buyer and accepted in writing, Seller specifies Product shall be Seller’s specifications as existing in Seller’s published data sheet at the time of the Order Confirmation.

5. PAYMENTS: Payment for Products shall be made by Buyer upon receipt of invoice unless otherwise agreed by Buyer and Seller. Down payments, advances, acceptance of goods or performance by Buyer shall not constitute a subject to Seller’s prior credit approval of Buyer which may be granted or denied in Seller’s sole discretion. Where Seller has extended credit to Buyer, the amount of credit may be changed, or credit withdrawn, by Seller at any time without prior notice. Seller reserves the right to take any action, including but not limited to issuing further invoices, in the event Buyer’s financial condition changes, including, but not limited to, credit, work or delivery on the above payment terms, or if Buyer should be in default of its obligations related to payment of any fees or charges, or any other obligation. Seller may without prior notice (i) require full or partial advance in payment or other payment terms as a condition for delivery (ii) cancel any discount or credit which may have been granted to Buyer, (iii) suspend, delay or cancel any delivery or any other performance by Buyer, and/or (iv) charge interests on any amounts overdue at a rate of interest equal to the maximum lawful interest rate permitted by law from the date of delivery, or, (v) Products have not been modified or damaged or manipulated for any reason whatsoever.

6. SOFTWARE: To the extent that Software is embedded in a Product, the sale of such Product shall not constitute a transfer of ownership of the Software to Buyer. Buyer has a non-exclusive, non-transferable license under Seller’s Intellectual Property Rights (“IPR”) to Buyer to use such Software as embedded in the Products supplied by Seller. If Seller supplies Software to Buyer that is not embedded in the Product and is associated with the Products solely for testing or demonstration purposes, Buyer must agree to the Software license agreement, the sale of a Product implies, subject to the provisions set forth herein, a non-exclusive, non-sub licensable, non-transferable license, to use the Software only for the sole purpose of work, or delivery on the above payment terms, or if Buyer should be in default of its obligations related to payment of any fees or charges, or any other obligation. Seller may without prior notice (i) require full or partial advance in payment or other payment terms as a condition for delivery (ii) cancel any discount or credit which may have been granted to Buyer, (iii) suspend, delay or cancel any delivery or any other performance by Buyer, and/or (iv) charge interests equal to the maximum lawful interest rate permitted by law from the date of delivery, or, (v) Products have not been modified or damaged or manipulated for any reason whatsoever.

7. WARRANTIES: Subject to the terms hereof, Seller warrants to Buyer that its Products shall conform to the applicable conditions of sale confirmed in the Seller’s quotations, orders, and confirmations. Seller represents and warrants to Buyer that Products sold in dry pack must be installed by Buyer within one year from delivery; or (ii) for Products sold as processed, unpackaged semiconductor chips or processed wafers, Buyer shall process, unpackaged semiconductor chips, or processed wafers. Notwithstanding the terms and conditions set forth in any document from Seller, Buyer shall determine how, when, and where the Products are to be processed in accordance with the terms and conditions of the Order, either in writing or, when agreed by Seller for the purposes hereof, by electronic mail or by EDI, constitutes: (i) Buyer’s acceptance of the Terms and Conditions and (ii) Buyer’s agreement that none of the terms and conditions contained in a document from Buyer shall apply, unless such term or condition has been expressly and duly accepted in writing by Seller. Where Software is supplied by Seller to Buyer, whether or not embedded into Products, Buyer acknowledges that Seller or third party software license terms and conditions applicable to that Software as set forth below in Article 6.

8. LIMITATION OF LIABILITY: ANY CLAIM FOR ALLEGED BREACH OR DEFAULT ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, MASK WORK RIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT BY SELLER PRODUCTS SHALL BE LIMITED TO THE PRODUCTIONS SET FORTH ABOVE IN ARTICLE 8. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS ARISING FROM ANY CLAIM MADE AGAINST BUYER, OR FOR ANY INDIRECT, SPECIAL, EXAMPLED, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF INCOME, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY OR OTHER INDUSTRY OR PROPERTY LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH CLAIMS OF INFRINGEMENT MADE AGAINST SELLER, EVEN IF SELLER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

9. LIMITATION OF LIABILITY: LIMITATION OF LIABILITY: ANY CLAIM FOR ALLEGED BREACH OR DEFAULT ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, MASK WORK RIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT BY SELLER PRODUCTS SHALL BE LIMITED TO THE PRODUCTIONS SET FORTH ABOVE IN ARTICLE 8. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS ARISING FROM ANY CLAIM MADE AGAINST BUYER, OR FOR ANY INDIRECT, SPECIAL, EXEMPLIFIED, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF INCOME, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY OR OTHER INDUSTRY OR PROPERTY LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH CLAIMS OF INFRINGEMENT MADE AGAINST SELLER, EVEN IF SELLER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

10. FORCE MAJEURE: Neither party shall be responsible or liable for any delay or failure in performance arising as a result of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, civil unrest, explosion, earthquake, fire, flood, strikes, civil war, (declared or not), unanticipated manufacturing problems, shortage of energy, water, raw materials or other supplies, power failure, novelty of Products, requirements or act of any governmental authority, judgment or ruling of any court, fire, riot, theft, vandalism, embargo or war, whether declared or undeclared, embargo or war declared or undeclared, or any other act or condition beyond the reasonable control of Buyer or without the fault or negligence of Buyer, which act or condition is not a result of Buyer’s gross negligence or bad faith.

11. INDEMNIFICATION: Seller shall not be liable for any damage arising as a result of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, civil unrest, explosion, earthquake, fire, flood, strikes, civil war, (declared or not), unanticipated manufacturing problems, shortage of energy, water, raw materials or other supplies, power failure, novelty of Products, requirements or act of any governmental authority, judgment or ruling of any court, fire, riot, theft, vandalism, embargo or war, whether declared or undeclared, embargo or war declared or undeclared, or any other act or condition beyond the reasonable control of Buyer or without the fault or negligence of Buyer, which act or condition is not a result of Buyer’s gross negligence or bad faith.

12. SEVERABILITY OF PROVISIONS: In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or the Terms and Conditions or affect the validity, legality or enforceability of such provision or any other provision hereof or the Terms and Conditions in any event other than the specific severance of such provision or such severance of such other provision hereof or the Terms and Conditions.

13. ASSIGNMENT: Order Confirmation and delivery of Products cannot be assigned by Buyer to any third party without the express written consent of Seller.

14. PRIVACY: Each of Buyer and Seller may collect, store and process personal data from each other in relation to a transaction under these Terms and Conditions, and may transfer such personal data outside the jurisdictions where each party is located. The Parties agree that such personal data will be used and retained for the purposes related to the performance of these Terms and Conditions and concerning the Products sold hereunder and in accordance with applicable data privacy laws.