

**STMicroelectronics**  
**GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS AND/OR SERVICES**  
Version February 10, 2021

In these General Terms and Conditions of Purchase of Goods and/or Services (these "General Terms and Conditions of Purchase"), "Buyer" shall mean the STMicroelectronics legal entity purchasing or acquiring Goods (defined below) and/or Services (defined below) from the entity selling or providing such Goods and/or Services ("Seller"). The Buyer and Seller are collectively referred to as the "Parties" or independently as a "Party".

**1. ORDERS**

**1.1.** Unless otherwise stated in a written agreement duly signed by Buyer and Seller, the present General Terms and Conditions of Purchase shall apply to all purchase orders for materials, components, products, devices, equipment, software, any other tangible and/or intangible products (collectively hereafter referred to as "Goods") and/or services ("Services") of any kind issued by Buyer. Notwithstanding anything to the contrary stated in Seller's conditions of sale and services or any acknowledgement of order issued by Seller ("Order Confirmation") either in writing, by electronic mail or by EDI, Seller agrees that Seller's acceptance of Buyer's purchase order constitutes (1) Seller's express disclaimer of all its conditions of sale and services and (2) Seller's express acceptance of the General Terms and Conditions of Purchase set out herein, unless otherwise expressly separately agreed in writing by the Parties.

**1.2.** An order will be considered as final and binding upon Buyer's reception in writing, by electronic mail or by EDI (when either system has been agreed by the Parties for the purposes hereof) of Seller's Order Confirmation within ten (10) days from the date of order. Failure to return an Order Confirmation within ten (10) days will give Buyer the right to cancel the order in writing, by electronic mail or by EDI without paying any liquidated damages, compensation or penalty. Any condition set out in Seller's Order Confirmation form that modifies, supplement, conflicts with or contradicts any of these General Terms and Conditions of Purchase shall be deemed invalid and not applicable.

**1.3.** An order bearing mention "price to be indicated" or other similar mention, will be deemed valid only upon Buyer's acceptance in writing of the price to be indicated.

**2. PRICING, INVOICING AND PAYMENT**

**2.1.** Applicable price is the price mentioned in Buyer's purchase order or resulting from price calculation formulas as stipulated in the purchase order. Such price shall always be stipulated firm, without any applicable tax, and not subject to revision or escalation, or any adjustment due to currency fluctuation during the term of the purchase order. Seller agrees to bear the risk of any economic change during the term of the purchase order or any circumstance which may render more onerous the delivery of the Goods and/or the performance of the Services. Unless otherwise agreed in writing, price is fully inclusive of relevant appropriate packaging for shipment of the Goods and of any and all costs, risks and profits related to or in connection with the performance of the purchase order. No extra charge of any kind will be allowed unless specifically agreed in writing by Buyer in advance and stated on the purchase order.

**2.2.** Seller shall invoice Buyer according to the invoicing schedule set out in the purchase order. Invoices shall include purchase order number or reference, the name and address of the relevant Buyer and Seller, as set out in the relevant purchase order, quantity and description of supplied Goods and/or Services, date and reference of delivery notice and detailed price, and shall be accompanied by all the necessary supporting documents. Upon Buyer's request, Seller shall communicate all information requested by Buyer in writing regarding the status of the shipment and delivery of the Goods and/or performance of the Services. Unless otherwise stated on the purchase order, Seller shall issue one invoice per order. Such invoice shall be sent upon delivery of the Goods and/or upon completion of the Services when relevant Deliverables, as defined below, will have been duly accepted by Buyer without reserve. Invoices that do not comply with the above-mentioned condition shall be treated by Buyer as null and void and shall be returned to Seller for correction. Such non-compliant invoices shall not be subject to interest or other penalty for late payment nor deemed unpaid by Buyer.

**2.3.** Unless otherwise agreed in writing on the purchase order, payment term shall be sixty (60) days from receipt of invoice. Any late payment of any undisputed invoice which is not cured within thirty (30) days of the receipt by Buyer of a summon written notice sent by Seller by registered letter with acknowledgment of receipt may entitle Seller to apply to Buyer an interest rate of three (3) percent per year, except to the extent the

minimum yearly legal interest rate applicable in the country where Buyer is established is higher in which case such minimum yearly legal interest rate for such country shall apply, for late payment which will be computed on a prorated basis from the expiration date of the aforesaid summon notice to the date where relevant late payment has been cured by Buyer.

**2.4** If Buyer is obligated to deduct any taxes or fees imposed by its taxing authorities with respect to any amount payable to Seller under any purchase order, Buyer shall deduct such withholding taxes paid to relevant taxing authorities from the total amount due to Seller and Buyer shall provide Seller within a reasonable period of time with copies of all receipts for such payments in order to enable Seller to obtain the corresponding income tax credits.

### **3. PACKAGING AND DELIVERIES**

**3.1.** Unless special packaging is specifically requested by Buyer on the purchase order, Seller shall supply the Goods with adequate packaging in compliance with applicable laws and regulations, if any, taking into account the nature of the Goods, the type of shipment to be used and taking all measures to protect the Goods from bad weather, corrosion, loading accidents, transportation or storage constraints, vibrations or shocks, etc. In any case Goods shall be packed, packaged, marked and otherwise prepared for shipment in a manner which is (i) in accordance with applicable laws and regulations, if any, and good commercial practice, (ii) acceptable to common carriers for shipment at the lowest rates and (iii) adequate to insure safe arrival of the Goods at the named destination. In case Seller has been requested by Buyer to use special packaging, it shall comply with all the corresponding instructions provided by Buyer.

**3.2.** Seller shall mark all packages and containers with all necessary lifting, handling, and shipping instructions, clearly identifying and marking items that need special care or special storage and/or transportation conditions, indicating the precautions to be taken. Seller shall label each package and container with shipping information, purchase order numbers, date of shipment, and name and address of consignor and consignee.

**3.3.** Seller shall be considered solely responsible for any damage to the Goods or any extra expenses due to incorrect or inadequate packaging, marking or labeling, except for damages or expenses which are solely and directly attributable to special packaging, marking or labeling instructions provided in writing by Buyer.

**3.4.** When delivering Goods, Seller shall at the time of dispatch send Buyer a notice of delivery in two (2) copies, specifying (i) the complete reference number of the purchase order and its date, (ii) the complete address of the consignor and of the consignee warehouse, (iii) a detailed description of the Goods, (iv) the total number of packages in the shipment, (v) the identification gross and net weight of each package, (vi) the mode of transportation, and (vii) the date of shipment.

**3.5.** The method of delivery and the respective obligations of the Parties shall be specified in the purchase order, subject to **INCOTERMS 2020**. Where not otherwise specified, carriage of Goods shall be at Seller's own risk and expense. In any case, Seller shall provide adequate insurance of the Goods until arrival of the Goods at Buyer's premises or the destination otherwise agreed.

### **4. TIME SCHEDULE AND DELAYS**

**4.1.** Time schedule and delivery date(s) of the Goods and/or deliverables ("Deliverables") in the frame of performance of the Services are specified in the purchase order. Seller's acceptance of the purchase order means Seller's irrevocable commitment to meet the time schedule and delivery date(s) thereby set out.

**4.2.** Time schedule and delivery date(s) of the Goods and/or Deliverables in the frame of performance of the Services specified in the purchase order are of the essence of the purchase order and can be changed only by written agreement signed by both Parties.

**4.2.1.** Early deliveries shall not be allowed unless accepted in writing by Buyer in advance. In any case Seller shall not be entitled to bonus for any early delivery.

**4.2.2.** Seller shall promptly inform Buyer in writing of the full details of any events which may delay the execution of the purchase order, without however being entitled to any claim to extend the delivery time therefor. Seller shall make all reasonable efforts to minimize the delay in delivery and mitigate the consequences of the delay. Except in case of a Force Majeure Event, as defined below, Buyer shall have the right to cancel the purchase order without Seller having the right to any indemnity or compensation and with Buyer preserving its right to claim for any damage, loss or prejudice arising from the delay. In the event of such termination, Buyer may also purchase substitute Goods, Deliverables, and/or Services elsewhere and charge Seller for any loss incurred.

## **5. CHANGES AND SUBSTITUTIONS**

**5.1.** Buyer shall have the right to make any changes in the order, and no such change shall in any way vitiate or invalidate the purchase order. Seller shall promptly inform Buyer of any price and/or schedule variations, if any, as the result of the changes requested by Buyer, and such variations shall have to be agreed in writing by the Parties in an amendment of the purchase order or in a new purchase order signed or duly accepted in writing by both Parties prior to the implementation of such changes.

**5.2.** No changes or substitutions of the supply or deliveries of non-conforming Goods and/or Deliverables made or proposed by Seller shall be allowed unless expressly accepted in writing by Buyer in advance.

## **6. PERFORMANCE, INSPECTION AND REFUSAL OF GOODS, SERVICES AND DELIVERABLES**

**6.1.** Seller agrees that during the time of performance of the purchase order, Buyer shall have the right during business days and working hours to access Seller's premises to supervise the manufacturing process or give special instructions and to control and/or test ordered Goods, Services and/or Deliverables, using Seller's plant control and testing facilities. Conditions and modalities of such inspections shall be agreed by the Parties in advance. Such inspection shall not in any case reduce or limit Seller's liabilities and warranties towards Buyer. Seller undertakes to answer any questions raised by Buyer and upon Buyer's request to certify the origin of the Goods, Services and/or Deliverables.

**6.2.** Buyer shall have the right to refuse Goods, Services and Deliverables that do not comply with the relevant purchase order or the applicable specifications or requirements. Non acceptance of Goods, Services and/or Deliverables shall promptly be notified to Seller by e-mail or by any other written instrument. Seller shall at its expense take back non-accepted delivered Goods and/or Deliverables, or with respect to non-accepted Services, at Buyer's request, re-perform such Services (to the extent feasible), within ten (10) working days from date of reception of the notice of non-acceptance. After the ten (10) working days period has elapsed, Buyer will return the non-accepted Goods and/or Deliverables to Seller at Seller's expense or with respect to non-accepted Services which Buyer had not requested Seller to reperform, Buyer and Seller shall consider such Services refused.

**6.2.1.** Prior payment to secure cash discounts does not constitute Buyer's acceptance of the Goods, Services and/or Deliverables.

**6.2.2.** Non-refusal of the Goods, Services, and/or Deliverables does not in any way limit the warranties as per Section 9 below.

## **7. OVERSHIPMENTS OF GOODS**

**7.1.** Buyer agrees to pay only for the ordered quantities of Goods, Services and/or Deliverables, provided that such quantities can be subject to the provisions of Section 5 above. Overshipments will be held at Seller's sole risk and expense for a period of time not exceeding ten (10) days from the date of delivery. After such period of time has elapsed without Seller taking back the Goods, Services (to the extent feasible) and/or Deliverables or sending instructions for shipment at Seller's expense, Buyer will return Goods, Services (to the extent feasible) and/or Deliverables exceeding the ordered quantities to Seller at Seller's sole risk and expense.

**7.2.** Seller agrees that Buyer, at its sole discretion, may elect to purchase any, all or part of such overshipments of Goods, Services and/or Deliverables according to the terms of the applicable purchase order and to these General Terms and Conditions of Purchase.

## **8. TRANSFER OF TITLE AND TRANSFER OF RISK OF THE GOODS**

**8.1.** Unless otherwise agreed in writing by the Parties, transfer of title of the Goods shall take place upon arrival of the Goods at Buyer's premises or the destination otherwise agreed. Any reservation of title or property right clauses coming from Seller shall be deemed not valid.

**8.2.** Transfer of risk for Goods shall take place according to the **INCOTERMS 2020** provisions applicable to the supply. If no **INCOTERMS 2020** provision is applicable or if it is not specified, transfer of risk shall follow transfer of title.

## **9. WARRANTIES**

**9.1.** Unless otherwise agreed in writing by the Parties, Seller shall warrant for a period of twenty-four (24) months as from delivery of the Goods and as from acceptance of the Deliverables, that the Goods and Deliverables supplied and/or Services performed (i) shall comply with all the specifications, blueprints, drawings and data of Seller (in any format) or provided by Buyer and accepted by Seller or jointly agreed by the Parties in writing, and with all the requirements and conditions written on the purchase order, (ii) are of good workmanship and free from any design, material, manufacturing or operating defect, (iii) are of merchantable quality and offer the expected and required security during their use. It is understood and agreed that Seller is responsible for the supply of all parts necessary for the proper functioning of the Goods and Deliverables, and its adaptation to the use to which the Goods and Deliverables are intended, or to which one can legitimately expect, including where this is not expressly required by the Buyer (but within the limits of use possibly specified by the Seller at the time of acceptance of the relevant purchase order).

**9.2.** During the warranty period, Buyer shall notify Seller in writing of any defect or malfunction of Goods, Deliverables, and/or Services supplied and Seller shall without any delay and at its expense replace or repair the Goods or correct the defect or malfunction affecting the Deliverables made available upon completion of the Services. Seller shall provide another twenty-four (24) month warranty period for any replacement, repair or correction made during the warranty period, starting on the day of successful and satisfactory completion of such replacement, repair or correction of the Goods and acceptance of the Deliverables. Transfer of title from Seller to Buyer of the replaced, repaired or corrected Goods and/or Deliverables shall take place upon delivery of the same.

**9.3.** If Seller does not satisfactorily replace or repair the Goods or correct the defect or malfunction affecting the Deliverables within ten (10) days following notification of such default or non-functioning of the Goods and/or Deliverables, Buyer shall have the right, at Buyer's exclusive option, in addition to any other rights and remedies available by law or in equity, to (i) make the replacement, repair or correction itself at Seller's sole cost and expense, or (ii) have such replacement, repair or correction made by a third party at Seller's sole cost and expense, or (iii) to obtain from Seller total reimbursement of the purchase price paid for the defective or malfunctioning Goods and/or Deliverables.

**9.4.** Seller agrees that the warranties specified herein shall be in addition to any warranties implied by law or expressly granted by Seller other than specified herein and to any other warranties, whether express or implied, applicable to the relevant purchase. They shall survive any inspection, test, acceptance and payments by Buyer, as well as any termination of orders or of agreements related to orders.

## **10. INDUSTRIAL AND INTELLECTUAL PROPERTY**

**10.1.** Seller represent, warrants and guarantees that i) the Goods to be supplied and any part of them and ii) the Services to be performed and/or the Deliverables made available as a result of the Services, respectively do not and will not infringe any patent, license, industrial patent right, copyright, trade secret, trademark, service mark, mask work right or any other industrial and/or intellectual property right of any third party (collectively "Third Party Intellectual Property Right(s)"). Seller represents, warrants and guarantees that it either owns all right, title and interest in and to the Goods, Services and Deliverables and/or has acquired all necessary rights and licenses in relation to the Goods, Services and Deliverables to enable Buyer to use, test, integrate, combine, sell, re-sell, offer for sell, import, export and otherwise distribute the Goods, Services and Deliverables and to peacefully enjoy the Goods, Services and Deliverables without risk of any claims or request for compensation from a third party.

**10.2.** Seller agrees to defend, indemnify and hold Buyer harmless against any claim or action for infringement of a Third Party Intellectual Property Right, to pay all costs incurred by Buyer for the defense of such claim or action, including reasonable attorney fees, and to indemnify Buyer for any damage, loss and prejudice suffered by Buyer as a direct or indirect consequence of such claim or action.

## **11. TECHNICAL DOCUMENTATION**

Within the agreed time schedule and at the latest upon delivery of the Goods and/or Deliverables, Seller shall supply Buyer with all the technical documentation relating to the Goods and Deliverables, including in particular the user and maintenance manuals, the training manuals, drawings, technical data sheets, product safety data sheets, factory inspection certificates, certificates of conformity and any other relevant documentation. Unless otherwise specified in the purchase order, the delivery of the Goods and Deliverables embedding software includes the source codes and object codes related thereto and allowing maintenance, support and

update of such software. Unless otherwise expressly agreed in writing by Buyer, Seller shall not be allowed to supply to Buyer any open source software and/or to embed in any software application open source software or application.

## **12 PERFORMANCE OF THE ORDERED SERVICES**

12.1 The Seller shall provide support, expertise and advice regarding the performance of the ordered Services. The Seller shall perform the tasks and duties defined in the relevant purchase order, order form and/or Quotation For Statement of Work using generally accepted professional practices and industry standards in a consistent, competent and professional manner and comply with all applicable laws and regulations in providing the Services. Seller shall be responsible for the total quality control of the Deliverables to be made available during the course and/or completion of the Services.

12.2. Upon completion of the Services or any phase of the Services, the Seller shall submit to the Buyer the Deliverables for acceptance. Acceptance of the Deliverables shall be materialized through the signature by the Buyer of an "Acceptance Certificate" or any other written instrument. Should the tests show that the Deliverables do not meet the specifications of the Services, the Seller shall set forth a correction program and deliver within a reasonable period of time to be mutually agreed upon between the Parties a corrected version of the Deliverables. After delivery of the corrected version of the Deliverables by the Seller, Buyer shall re-test such versions. Should the new versions of the Deliverables meet the specifications of the Services, Buyer will sign an Acceptance Certificate for such Deliverables. The Buyer's signature on an Acceptance Certificate shall not modify or waive Buyer's warranty rights above. Should Seller fail to deliver a corrected version of the Deliverables within the mutually agreed period of time, Buyer shall be entitled to terminate the relevant purchase order by registered letter.

12.3. The Seller shall respect all applicable hygiene, safety, labor and employment law with respect to its personnel engaged in the supply of Goods and/or Services to the Buyer. If the Seller is required to intervene on Buyer's site, the Seller undertakes to comply with Buyer's internal rules in force within said site, the legal and regulatory provisions applicable in particular, with respect to the regulations applicable to hygiene, safety, labor and employment law relating to work carried out in an establishment by an outside undertaking. The Seller shall remain solely responsible for its personnel engaged in the supply of Goods and/or Services to the Buyer, whether or not involved on Buyer's site and shall be responsible for the remuneration and management of its own personnel.

12.4. Buyer shall become the sole and exclusive owner of the Deliverables and results of the performance of the Services. All Intellectual property rights of the Deliverables and of any other results of the performance of the Services, title and interest in and of the intellectual property, in whatever type of information carrier, notably in case of software in the form of source code, binary code and the associated documents , as well as transferable patrimonial copyrights, developed by the Seller shall automatically, exclusively and without any territorial or time limitation be assigned to, without further consideration, and owned by Buyer from the point of which the Deliverables or any other results deriving from the performance of the Services is created. Failure by the Seller to submit an Acceptance Certificate and/or for Buyer to sign an Acceptance Certificate shall not modify or effect Buyer's ownership rights in the Deliverables. Buyer shall be free to use, reproduce, distribute, adapt, translate, modify, represent, commercialize and make, or have made such intellectual property or any portion thereof in any manner whatever, in its sole discretion.

## **13. CONFIDENTIALITY**

**13.1.** "Confidential Information" shall mean any data, drawing, design, equipment, electrical/electronic schematic and circuit diagrams, documentation, specifications, formulas, manufacturing processes, know-how, computer programs, technology, technical descriptions and specifications and any other commercial, financial, legal, technical and economic data or other material or information in any form or medium which is disclosed by one Party (hereinafter the "Disclosing Party") to the other Party (hereinafter the "Receiving Party") under any relevant purchase order whether orally and/or in writing and/or in graphic or in electronic or electromagnetic form and any derivatives of any of the foregoing, provided that it is clearly and conspicuously marked or designated in writing by the Disclosing Party as being Confidential Information, or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, or if originally disclosed orally, provided that it is confirmed in writing as being Confidential Information by the Disclosing Party within thirty (30) calendar days after oral disclosure.

**13.2.** The Receiving Party agrees to keep strictly confidential any Confidential Information under Section 13.1 received for the performance of the relevant purchase order and to avoid communication or disclosure of such Confidential Information to any third party unless with prior written consent of the Disclosing Party.

**13.3** Except as aforementioned in Article 13.2 hereinabove, the Receiving Party shall have no obligation or restriction with respect to any Confidential Information which, the Receiving Party can prove:

- a) has not been reduced to writing, designated or confirmed, if originally disclosed orally, in writing by the Disclosing Party as confidential, or given the nature of the information or the circumstances surrounding its disclosure, reasonably, should not be considered as confidential. Such restrictions shall not apply to any information which are learnt by the Receiving Party, its employees, consultants and agents during the processing of personal data, which in any case shall remain confidential, or
- b) is communicated by the Disclosing Party to a third party free of any obligation of confidence, or
- c) was in the Receiving Party's possession or was known by the latter prior to its receipt from the Disclosing Party, or
- d) is developed by Receiving Party independently of the Disclosing Party's Confidential Information received hereunder, or
- e) is or becomes public knowledge without fault of the Receiving Party, or
- f) is disclosed by the Receiving Party under obligation created by court or government action.

**13.4.** The disclosure of any Confidential Information by the Disclosing Party and/or any Disclosing Party's affiliates shall not be construed as granting to the Receiving Party any right or license either express or implied, under any patent, patent application, trademark, copyright, maskwork, trade secret, or other intellectual property right now or hereafter owned or controlled by the Disclosing Party, except the limited right to carry out the purposes set forth in the relevant purchase order.

**13.5** Upon the earlier of termination, completion of the relevant purchase order or Disclosing Party's request, the Receiving Party shall return (or destroy at Disclosing Party's discretion) all Confidential Information of Disclosing Party and/or its affiliates in Recipient Party's possession, including all copies, notes and/or extracts thereof, unless needed for the use by Buyer, as Receiving Party, the Goods, Deliverables and Services.

**13.6** Any advertising or oral or written communication concerning the purchase order or its details shall be subject to Buyer's prior written approval.

**13.7** The provisions of this Section 13 shall survive without limitation during a period of ten (10) years from the date of completion of the purchase order.

## **14. TERMINATION**

**14.1.** Buyer shall have the right to terminate, by operation of law, the purchase order by registered letter, without paying any compensation, liquidated damages or penalty to Seller, (a) before Seller's acknowledgment of order pursuant to Section 1.2 above, or (b) if any of the following events occurs: (i) Seller fails to deliver the Goods, Deliverables and/or perform the Services within the date scheduled in the purchase order, and the delay lasts more than one (1) week without being approved by Buyer; (ii) Seller fails to comply with warranty obligations; (iii) Seller unreasonably withholds its consent to purchase order changes as per Section 5 above; (iv) Seller is in breach of any of its obligations arising from these General Terms and Conditions of Purchase or from a contract between the Parties to which the purchase order is subject, and such breach is not cured within ten (10) days from reception of a written notice sent by Buyer, being understood that if any breach relates to non-performance of any security obligations pursuant to these General Terms and Conditions of Purchase or any provisions of any relevant purchase order, Buyer shall be entitled to immediately terminate the relevant purchase order; (v) a proceeding under insolvency, bankruptcy or similar laws is commenced against Seller; or (vi) an occurrence that constitutes a circumstance of a Force Majeure Event (defined below) gives rise to a delay lasting more than three months from the scheduled delivery date of the Goods, Deliverables and/or Services. The termination of the purchase order shall become effective at the date provided for in such termination notice. The foregoing rights pursuant to this Section 14.1 shall not be exclusive and are supplemental to any other rights or remedies provided by law, in equity or elsewhere in these General Terms and Conditions of Purchase.

**14.2.** Furthermore, subject to Section 14.3 below and unless otherwise agreed in writing, Buyer reserves the right to terminate for convenience at its sole discretion, by operation of law, at any time the purchase order in full or in part, by registered letter. Upon receipt of a purchase order's termination notice, Seller shall immediately stop all work under that purchase order, place no further orders nor make any further commitments for materials or services to complete the work and make any reasonable effort to mitigate and minimize costs and losses due as the result of such termination. The termination shall become effective at the date provided for in such termination notice.

**14.3.** In case of termination of the purchase order by Buyer for convenience pursuant to Section 14.2 hereinabove, Seller shall be entitled to claim compensation, the amount of such compensation shall be settled by mutual agreement of the Parties, taking into account the time of termination, the work already carried out and the costs and expenses already sustained by Seller under the terminated purchase order or any portion thereof, as well as the possibility to sell the Goods, Deliverables and/or perform relevant Services to other customers.

## **15. LIABILITY AND INSURANCE**

**15.1.** Seller shall be solely responsible and liable towards Buyer and any third party for any physical injury, property damage or any other damage, loss or prejudice arising from performance by Seller or Seller's employees, agents or sub-contractors, of Seller's obligations under the purchase order.

**15.2.** Seller shall take out adequate insurance policies from a reputable solvent insurance company to cover any liability that, subject to Section 15.1 above, might arise towards Buyer, and hereby agrees to defend, indemnify and hold Buyer harmless against any such damage and liability. Upon Buyer's written request, Seller shall provide to Buyer a certificate of insurance evidencing that it has subscribed adequate insurance policies in relation to the supply of the Goods, Deliverables and performance of the Services contemplated in the relevant purchase order.

**15.3** In no event shall Buyer be liable towards Seller for i) incidental, consequential, indirect, punitive or special loss or damages of any kind, such as, but not limited to, lost business revenue or lost profits arising from the non-execution or non-performance of the relevant purchase order, or ii) damages in excess of the price allocable to the goods or services giving rise to the claim.

## **16. 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, accident, act of God, acts of the public enemy, earthquake, fire, flood, labor disputes, riots, civil commotion, war (declared or not), requirements or acts of any government or agency thereof (collectively "Force Majeure Event"). The delayed Party shall send written notice of the delay and the reason therefore to the other Party as soon as possible after the Party delayed knew of the cause of delay in question. However, should the occurrence of a Force Majeure Event delay the delivery of the Goods and/or the performance of the Services during a period longer than one (1) month, the Parties shall without delay meet to consult each other and try to find an appropriate remedy to the situation and to reach an agreement thereon. Should the Parties fail to reach an agreement thereon within thirty (30) days following the expiration of the aforesaid period of one (1) month, either Party shall be entitled to terminate the relevant purchase order by operation of law, by registered letter sent to the other Party. The termination of the purchase order shall become effective upon receipt of such notification by the recipient Party.

## **17. APPLICABLE LAW AND JURISDICTION**

The applicable law governing the purchase order and these General Terms and Conditions of Purchase shall be the law of the country in which Buyer is established. In the case of dispute and in the absence of an amicable settlement, the only competent jurisdiction shall be that of the country in which Buyer is established. The 1980 Vienna Convention on the International Sale of Goods shall not be applicable.

## **18. COMPLIANCE WITH ANTI-BRIBERY AND CORRUPTION POLICY REGULATIONS**

Seller represents that (i) neither it nor any of its affiliates, nor any of its or their respective directors, officers, managers, employees, independent contractors, subcontractors, representatives or agents ("Representatives"), have contributed any item of value, directly or indirectly, to any third party, in violation of the United States Foreign Corrupt Practices Act, the U.K. Bribery Act, the French Sapin II law, the Italian Legislative Decree no. 231/2001 or any other applicable anti-bribery or anti-corruption law (together, "ABC Laws"), and (ii) it shall not, nor shall it permit any of its affiliates or any of its or their respective Representatives to, promise, authorize or make any payment to, or otherwise contribute any item of value, directly or indirectly, to any third party, in violation of any ABC Laws. Seller further represents that it shall, and shall cause each of its affiliates to, cease all of its or their respective activities, as well as remediate any actions taken by Seller, its affiliates, or any of its or their respective Representatives, in violation of the ABC Laws. Seller further represents that it shall, and shall cause each of its affiliates to, maintain policies and procedures, including systems of internal

controls (including, but not limited to, accounting systems, purchasing systems and billing systems), designed to ensure compliance with the ABC Laws.

Furthermore, Seller agrees that, at all times in connection with and throughout the term of the relevant purchase order, it and its affiliates will comply with, and take reasonable measures to ensure that their Representatives or any other third party involved in the performance of the relevant purchase order, subject to its control or determining influence, will comply with the provisions of Buyer's Code of Conduct, which Code of Conduct is hereby incorporated by reference as if written out in this Agreement in full. A copy of the Code of Conduct is available at: [https://www.st.com/content/ccc/resource/corporate/company/policy\\_state-ment/group0/27/23/5e/6d/ad/99/47/f6/BRSTCODE1015\\_0216.pdf/files/BRSTCODE1015\\_0216.pdf/jcr:content/translations/en.BRSTCODE1015\\_0216.pdf](https://www.st.com/content/ccc/resource/corporate/company/policy_state-ment/group0/27/23/5e/6d/ad/99/47/f6/BRSTCODE1015_0216.pdf/files/BRSTCODE1015_0216.pdf/jcr:content/translations/en.BRSTCODE1015_0216.pdf), or upon written request to Buyer's Compliance Office.

If Seller has evidence, reason to believe, or reasonably suspects that its or its affiliates' Representatives or any other third party has breached any of the principles set out in Buyer's Code of Conduct, Seller will notify Buyer immediately, take all necessary remedial actions, and inform Buyer about the status of such remedial actions on a regular and timely basis. In such event, Buyer reserves its rights, including the right to immediately terminate any purchase order.

## **19. GENERAL**

**19.1. Severance.** 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 and these General Terms and Conditions of Purchase shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**19.2. Observance of laws and regulations.** Seller is aware of, and shall in all respects abide by, laws, decrees and regulations issued by any local or other authorities, and any rules or regulations issued by private or public organizations relating to its activity within the framework of the implementation of the purchase order. Seller shall bear all the financial and/or administrative consequences incurred by Buyer; in particular, as a result of the failure by Seller or its employees, sub-contractors and suppliers, to comply with the provisions of the said laws, decrees, regulations or other above mentioned texts. In particular, the Seller undertakes to comply with the regulations in force applicable, in particular those relating to working conditions, employment, occupational health and safety of its personnel, and to participate actively in the fight against illegal work. In this regard, the Seller must, in particular, provide the Buyer, at the Buyer's first written request, with all the social and tax declarations necessary to comply with the regulations relating to the prohibition of undeclared work. The Seller certifies that it complies with the regulations in force with regard to the environmental aspects of its activities and more generally, the safety of the environment, in order to prevent any damage to the natural environment and ecosystems.

**19.3. Waiver.** Buyer's waiver of a Seller's breach or default under these General Terms and Conditions of Purchase shall not be a waiver of any subsequent default. Failure of Buyer to enforce compliance with any term or condition hereof shall not constitute a waiver of such term or condition nor shall it affect Buyer's right to enforce compliance to such term or condition at a later time.

**19.4. Sub-contracting.** Seller shall not, without Buyer's prior written consent, sub-contract directly or indirectly at any level the performance of the purchase order or any part thereof. Seller shall defend, indemnify and hold Buyer harmless against any and all claims of its contractors and/or suppliers. Seller will remain primarily liable to Buyer for the acts and omissions of its contractors or subcontractors and for their compliance with the terms of these General Terms and Conditions of Purchase.

**19.5. Assignment.** Neither Party shall without the prior written consent of the other Party assign or otherwise transfer partially or totally its rights and obligations under any purchase order. Notwithstanding the foregoing, either Party may assign any purchase order to any company, directly or indirectly owned or controlled by its parent company and/or to any company with which it may merge or consolidate or to which it may sell part or all of its business, provided that such company shall assume and agree to perform the obligations of the assignor under such purchase order and accept an obligation to impose the same or similar conditions or obligations on any assignee or transferee from it. For the purposes of this Section, ownership or control means an ownership or controlling interest, either direct or indirect, representing more than 50% of the voting capital of the assignee.

**19.6 Privacy.** If within the framework of these General Terms and Conditions of Purchase, a Party considers that personal data must be exchanged for the purpose of processing them, the Parties must come together in order to define the terms and conditions applying to the processing of personal data.

**19.7. Export Control.** Each Party agrees to comply with all applicable laws, rules and regulations relating to export controls and, in particular, not to export or re-export the Confidential Information, the Deliverables or the Goods, without first obtaining any required permission, Government license, authorization or waiver

required. In all cases the Seller shall communicate to the Buyer, at the latest at the time of delivery of the Goods and/or Deliverables, the applicable export control classification number (ECCN) of such Goods and Deliverables and whether the Goods and/or Deliverables are subject to US, EU or other export or reexport controls as well as any other required information in order to allow the Buyer to comply with relevant applicable laws, rules and regulations governing the reexport of such Goods and/or Deliverables. Buyer shall be entitled to decline to perform any act if such performance may result in a violation of applicable export controls or other applicable laws. Seller must immediately notify Buyer if it files a voluntary self-disclosure (VSD) or comes under investigation by government authorities for violation of any export controls or other applicable laws. In no event shall Seller transmit, export or reexport to Buyer an item that is subject to the United States International Traffic in Arms Regulations or the Common Military List of the European Union.

**19.8 Attorneys' Fees.** If any legal action is necessary to enforce these General Terms and Conditions of Purchase, Buyer shall be entitled to reasonable attorneys' fees and expenses in addition to any other allowable relief.

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