



TERMS AND CONDITIONS OF QUOTATION AND SALE

GENERAL:

These Terms and Conditions can be modified (defined below) by Semiglobal Inc ("Semiglobal") from time to time, constitute an integral part of any offer to sell, or any sale, made by Semiglobal Inc, you should only sign or accept these Terms and Conditions if you are prepared to be legally bound by them. Legally Binding Agreement, is created between the 'Buyer' and Semiglobal Inc 'Sellers' when you open your Account online and accept these terms and condition or when you place your Purchase Order directly to Semiglobal Inc, the 'Buyer' purchase order date is the commencement date of this Terms and Condition and becomes a legal agreement. Any additional or different terms or conditions proposed by Buyer in any purchase order or otherwise are hereby rejected. Orders that are not placed online, and don't have approved pay method, credit verification/credit limit need to be established.

PRICING, TAXES AND OTHER CHARGES:

Unless expressly stated otherwise in any quotation issued by the Semiglobal to the Buyer, all prices quoted are in US Currency net and exclude taxes, VAT, custom inspection, cost of packing and shipping. Quoted price are valid for a period of (60) days from the date of quotation. Semiglobal may, at their absolute discretion, accept or reject any order placed by the Buyer. In the event of the Buyer canceling a part of the order in accordance with the provisions of Force majeure. Semiglobal reserves the right to revise the price or prices quoted for goods already delivered. If there is any error or omission in the Quotation, Semiglobal reserves the right to amend the Quotation price. This clause applies even if it has been accepted by Semiglobal. In this case the Semiglobal will emit a new updated Quotation. For special products quoted that need to be defined with the Buyer or the end Client, prices are subject to any changes as per final construction drawings. Prices quoted in the initial Offer, in this case, are subject to any type of modification based on the choices made subsequently between the parties and the final construction drawings realized by Semiglobal and confirmed by the Customer. Should the Buyer postpone the delivery date, Semiglobal shall have the right to adjust the price of the undelivered goods and services to Semiglobal price at the time of shipment of the goods and performance of services.

Buyer is responsible for sale tax, use tax, excise tax, VAT, duty, custom inspection or other taxes, fee or charge of any nature whatsoever (other than taxes based on Semiglobal net income) imposed by any governmental authority, on or measured by any transaction between Semiglobal and the Buyer. All Semiglobal published prices or quoted prices are subject to change without notice.

PACKING, MARKING

Unless otherwise specify by Buyer on Purchase Order Semiglobal will use standard packing and marking methods, using commercially best available practices for protection and shipping.

CANCELLATION AND RESCHEDULE

Contracts and orders and parts thereof may be canceled only by Semiglobal written acceptance of such cancellation. When the Buyer accepts such cancellations, Semiglobal reserves the right to charge the Buyer with the amount of any losses or expenses directly or indirectly resulting from such cancellation. When the Buyer does not accept such

cancellations, Semiglobal reserves the right to recover the invoice price from the Buyer and charge the Buyer with additional losses both direct and indirect resulting from the refusal. In any case where Semiglobal is required to place a deposit with a manufacturer or supplier in respect of an order, Semiglobal may require the Buyer to reimburse such a sum in the event of cancellation. If the Buyer requests deferral of deliveries, Semiglobal's agreement to defer delivery shall not excuse Buyer from its obligation to pay for the goods at the same times and in the same quantities as the original delivery schedule, including interest due pursuant to these terms and conditions. In addition to adhering to the original payment schedule, Buyer shall pay such storage charges as Semiglobal may assess for storing the goods awaiting delivery. If Buyer requests deferral prior to commencement of production, Semiglobal may require progress payments in connection with expenses for materials and services incurred by Semiglobal in anticipation of production.

TERMS OF PAYMENT

Unless otherwise stated in the quote, prices do not include sales, use, excise, VAT, or similar taxes. Nor do they include import or export fees. Such taxes and fees will be borne by the Buyer.

Payments due to Semiglobal are to be made, without retention, within the payment term Net 30 days or as specified in the Quotation and the following documents, from the invoice date. Payment will be considered done when the funds are cleared in the Semiglobal nominated bank account. Semiglobal may required payment up front for special products or services. Customers that are late with payment will required COD payment. Accounts that are overdue will pay interest at the rate of 15% per annum on all overdue amounts (including late payment charges and amounts other than the price) calculated daily on and from the due date for payment and the parties agree that any amount so calculated is not a penalty but rather an accurate pre-estimate of the damage to be incurred by the Semiglobal.

TERMS OF SHIPPING

Unless otherwise specified, all products are sold FOB from Semiglobal facility, in case of loss or damage in transit Buyer takes the responsibility for the product. The Buyer is responsible for shipping and insurance costs incurred in connection with the shipment of product to the designated shipping address. On orders that are not placed online, the Buyer will need to provide Semiglobal with Purchase Order that includes shipping instructions and shipping account. If a shipping account is not provided, Semiglobal has the right to arrange for shipment and add any shipping cost as a line item that will be added to the invoice. In case of loss or damage in transit, the Buyer takes the responsibility for the product. Shipping date may also change if the project is still being defined and if Semiglobal needs confirmation on the project or on several phases of it by the final Customer after sending the Order and its Order Confirmation. The delivery date may be subject to change if time passes from the Quote to the final Purchase Order.

WARRANTY

The warranties set forth in this paragraph are given in lieu of and expressly disclaim any and all other warranties, express, implied or statutory, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, non-infringement and of any other warranty obligation on the part of the Seller, except as expressly set forth immediately below. Semiglobal warrants the goods and services against faulty workmanship or the use of defective materials for the period set forth herein below; and that at the time of shipment by Semiglobal, Semiglobal is free and clear of any and all liens and encumbrances. Semiglobal warrants all unassembled Semiconductor Devices (Die or Wafer Form) - for a period of (30) days; all assembly manufacture Semiconductor Devices and Electronic Components - for a period of (365) days; Test Fixtures - for a period of (60) days ; assembly and other services and repair - for a period of (30) days. Semiglobal provides no warranty for the products specified bellow, "as is, no warranty"

- a. Software (The term "Software" as used in these terms and conditions means computer programs, disks, or other type of storage device to store data or documentation for specific product.
- b. Prototypes of goods

- c. Evaluation boards with products on it.
- d. Good subject to development or experimental screening.

Continued use or possession of the goods after expiration of the applicable warranty period stated above shall be conclusive evidence that the warranty is fulfilled to the full satisfaction of Buyer. Any mechanical alteration of the goods or/including any repair or attempted repair, changing the shape of the product that are not recommended, additional testing or screening shall void any warranty obligation, implied or statutory, unless such screening was approved by Semiglobal. Semiglobal warranties as herein above set forth shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise or grow out of, Semiglobal rendering of technical advice or service in connection with Buyer's order of the goods furnished hereunder.

LIMITATION OF LIABILITY

In addition to the limitations of Semiglobal's liability set forth in paragraph "Warranty" above and to any other limitations on Semiglobal's liability under this Agreement, Semiglobal's total liability to Buyer for any and all causes of action, regardless of form, shall not exceed the aggregate purchase price of the products and services sold to Customer as stated in the Purchase Order herein attached and in other applicable conditions of sale signed by an authorized Semiglobal representative. The goods sold hereunder have been subject to limited testing and should not be used in conjunction with mission-critical equipment or applications. Any performance specifications are believed to be reliable but are not verified. The Buyer must conduct and complete all performance and other testing of the goods, alone and together with, or installed in, any end-goods. Buyer shall not rely on any data and performance specifications or parameters provided by Semiglobal. It is the Buyer's responsibility to independently determine suitability of any goods and to test and verify the same. The information provided by Semiglobal covering any goods and services hereunder is provided "as is, where is" and with all faults, and the entire risk associated with such information is entirely with the Buyer.

Semiglobal shall not in any event have obligations or liabilities to the Customer or any other party for any expense, injury, loss, damage, loss of profits, loss of use, loss of information, increased costs of operation, delay, or direct, incidental, special or consequential damages, whether based on contract, tort (including negligence), strict liability, or any other theory or form of action, even if Semiglobal has been advised of the possibility thereof, arising out of or in connection with the assembly, manufacture, sale, delivery, use, repair or performance of the Semiglobal products or services or any failure or delay in connection with any of the foregoing or for breach of any warranty set forth herein. The provisions of this section shall survive any termination of these terms and conditions of sale.

COMPLIANCE WITH LAW

The Buyer agrees that it will comply with all applicable laws and will use reasonable endeavors to ensure that any third party used by the Buyer to fulfill its obligations will comply with, all laws, rules, regulations, decrees, specifically including, but not limited to:

- a. Arms Export Control Act including the International Traffic in Arms Regulation CITARJ, the Export Administration Act including the Export Administration Regulations, and without limitation Buyer agrees that it will not, directly, or indirectly, export, re-export, trans-ship, transfer, transmit or release products, technology, or software in violation of any applicable export control laws,
- b. U.S. Foreign Corrupt Practices Act and the UK Bribery Act,

Buyer shall indemnify and hold harmless Semiglobal against all losses, costs, claims, causes of action, damages, liabilities, and expenses (including attorneys' fees, all expense of litigation and/or settlement, and court costs), arising from any act

or omission of Buyer, its officers, employees, or agents in the performance of any of its obligations under this subsection (Compliance with Laws).

EXPORT/DESTINATION RESTRICTIONS

Any goods or data that are sold to the Buyer will not be knowingly sold, supplied, or delivered directly or indirectly to any destination that at the time of the sale are on Prohibited Exports, Imports and Sales to and from list under the laws or policy of the United States or the European Union.

Semiglobal requires the Buyer to complete an End-User Statement form before the Purchase Order can be completed. This form is used to determinate if an Export License from U.S. Department of Commerce, Nuclear Regulatory Commission or U.S. Department of State will apply to the procedure(s) of the Buyer, based on the ultimate destination, end-user and end user.

GOVERNING LAW

These terms shall be governed and construed in accordance with the laws of the State of California without regard to its conflict of law rules, and without application of the United Nations Convention on Contracts for the International Sale of Goods. The exclusive forum for the resolution of any disputes hereunder shall be California State courts in the County of Santa Clara, or federal district courts in the Northern District of California located in San Jose, California, and the parties' consent to the exclusive district of such courts.

FORCE MAJEURE

Semiglobal shall not be liable for any delay in or failure of performance hereunder due to any contingency beyond its reasonable control, including without limitation: an act of God; war; civil commotion; sabotage; labor dispute; explosion; fire; accident; downtime; power or equipment failure or outage; Inability to obtain suitable or sufficient labor, pandemic, fuel, power, or material; delay of carrier; embargo; or any law, ordinance, rule, or regulation, whether valid or invalid.

FIXTURES/TOOLS PROPERTY RIGHTS

Unless agreed in a writing and signed by Semiglobal, Semiglobal will retain title and possession of any fixture designs, drawings, composites, patterns, dies, lead frames, working plates, schematics, PCB boards, jigs, and tools made. If the Buyer does not pay a Tooling Charge or NRE as a separate item charge, Semiglobal possesses ownership and retains the right to distribute and sell the items. All fixtures/tools sold by Semiglobal, do not give the Buyer the copy rights to reproduce these products. All such rights will remain the property of Semiglobal.