



TERMS AND CONDITIONS OF SALE

1. Scope

Except the Buyer has a written, signed, separate agreement with Gotmic governing the purchase and sale of Gotmic products, these Terms and Conditions of Sale supersede any previous communications or agreements between the parties regarding the sale of products. With respect to all matters not expressly addressed in such separate agreements, these Terms and Conditions of Sale shall apply. By placing an order for products or receiving or paying for Gotmic products, the Buyer is deemed to have accepted these Terms.

2. Prepayment

All prepayments must be made at the time of order, unless otherwise agreed in writing. Gotmic has the right to cancel an order if the prepayment is delayed more than 2 weeks. Gotmic shall not be liable for any damages, losses, or costs incurred by the Buyer if the order is cancelled for this reason.

3. Acceptance of delivered goods

Any rejection of delivered goods must be done in writing to Gotmic within 30 days after receipt of the goods by the Buyer, clearly stating the reason for rejection. If no rejection notice is received by Gotmic within 30 days after receipt of the goods by the Buyer, the goods are conclusively deemed accepted by the Buyer. At this time, the Buyer's only recourse or remedy for non-conforming or defective goods, shall be the Gotmic's standard warranty.

4. Warranty

Gotmic warrants to the Buyer that Gotmic's standard product goods delivered will conform to the applicable specifications and be free of defects in material and workmanship as per the following warranty schedule from date of shipment to the Buyer: (a) one year for plastic and ceramic packaged products, (b) one year for module products, (c) one year for die (chip) products, (d) 30 days for evaluation board products. Gotmic reserves the right to impose a reasonable charge on the Buyer for evaluation and repair of returned goods under certain conditions.

5. Returns

The Buyer shall not return any goods for any reason without prior authorization from Gotmic and the receipt of a "Return of Materials Authorization" (RMA) form. Returns made without obtaining prior authorization are returned at Buyers expense. Goods where the seal of the anti-static material bag has been broken may not be returned. Returns for credit: Gotmic may either accept or reject any requests by the Buyer to return goods for credit. If authorization to return goods for credit is granted, the Buyer shall pay 35% of the current list price for standard products for each product returned. The Buyer shall not return any material without first obtaining an RMA.

6. Change requests

Any requests for changes, such as order cancellation or rescheduling must be made in writing to Gotmic and be approved in writing by Gotmic. Such requests are subject to processing charges as outlined in paragraph 6.

7. Cancellation charges

If the Buyer cancels the delivery of any products, the cancellation must be received no less than 14 weeks from the originally scheduled shipping date. For cancellations received less than 14 weeks from scheduled shipping date, the Buyer shall pay Gotmic 100% of the value of the purchase order. For products built-to-order, non-standard products, products built to Buyer specification or pursuant to Gotmic development, the Buyer has no right to cancel or reschedule the order.



8. Compliance with applicable export control laws

- a. The Buyer acknowledges and agrees that any Product(s) being sold or provided are subject to the export laws and regulations of the European Union and Sweden.
- b. The Buyer will not, without prior Swedish Government authorization, export, reexport, or transfer any products, either directly or indirectly, to any country subject to an EU trade embargo or sanction, or to any person, organization, or entity subject to EU sanctions. Products provided by Gotmic may not be exported, reexported, or transferred to any end-user engaged in activities, or for any end-use, directly or indirectly related to the design, development, production, use, or stockpiling of weapons of mass destruction (e.g., nuclear, chemical, or biological weapons, and the missile technology to deliver them).
- c. Gotmic reserves the right to cancel any order if an export license or other necessary government authorization cannot be obtained, or if Gotmic determines, at its sole discretion, that the transaction poses a risk of non-compliance with the export laws and regulations of the European Union and Sweden. In the event an order is canceled for these reasons, Gotmic shall not be liable for any damages, losses, or costs incurred by the Buyer.
- d. The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Republic of Belarus or for use in the Russian Federation or Republic of Belarus any products supplied by Gotmic.
- e. The Buyer shall undertake best efforts to ensure that the purpose of paragraph 8.d is not counteracted by any third parties further down the commercial chain, including by possible resellers.
- f. The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would counteract the purpose of paragraph 8.d.
- g. The Buyer agrees and acknowledges that any violation of paragraphs 8.d, 8.e or 8.f constitutes a material breach of the engagement between Gotmic and the Buyer, and Gotmic shall be entitled to seek appropriate remedies, including, but not limited to the termination of commercial relations between the Buyer and Gotmic and financial penalties up to the total value of the accumulated price of goods supplied by Gotmic.
- h. The Buyer agrees to immediately inform Gotmic about any problems in applying paragraphs 8.d, 8.e or 8.f including any relevant activities by third parties that could counteract the purpose of paragraph 8.d. The Buyer agrees to make available to Gotmic information concerning compliance with the obligations under paragraph 8.d, 8.e and 8.f within one week upon request of such information.
- i. The Buyer will indemnify and hold Gotmic harmless to the full extent of any claims, including but not limited to lost profits, fines, penalties, attorneys' fees, defense expenses and court costs, for any failure or alleged failure by the Buyer, the Buyer's officers, employees, agents, or subcontractors to comply with the requirements of this paragraph 8.



9. Liability

To the maximum extent permitted by law, in no event shall Gotmic be liable for any kind of damage or loss whether direct or indirect due to any cause whatsoever, even if Gotmic has been advised of the possibility of such damages or losses. Gotmic does not indemnify, nor does it hold the Buyer harmless, against any liabilities, losses, damages and expenses (including attorney's fees) relating to any claims whatsoever, including without limitation, claims for personal injuries, death or property damage relating to the products sold under these terms.