

Jiangsu JieJie Microelectronics Co., Ltd.
TERMS AND CONDITIONS OF SALE

In these Terms and Conditions of Sale (these “Terms and Conditions”), “Seller” shall mean the Jiangsu JieJie Microelectronics Co., Ltd. (henceforth abbreviated as JJM) legal entity and/or its Affiliates, providing Products (defined below) to the purchaser of such Products (“Buyer”).

1. ORDERS AND CONFIRMATION

Unless otherwise stated in a written agreement duly signed by Seller, these Terms and Conditions shall apply to all sales of semiconductor and/or other products by Seller to Buyer (“Products”), including Products sold as processed, unpackaged semiconductor chips, or processed wafers. Notwithstanding the terms and conditions set forth in any document from Buyer, including, without limitation, as may be found in Buyer’s purchase orders or consignment pull orders, Buyer agrees that Seller’s acceptance and confirmation (“Order Confirmation”) of Buyer’s 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 these Terms and Conditions and;
- (ii) Buyer’s agreement that none of the terms and conditions contained in any document from Buyer shall apply, unless such terms and conditions have been expressly accepted in a written agreement duly signed by Seller.

2. DELIVERY, TRANSFER OF TITLE AND RISK OF LOSS

Transfer of title shall take place upon delivery FCA Shanghai (Incoterms 2010) at Seller’s designated facility unless otherwise specified by Seller. Risk of loss in the Products shall pass to Buyer upon Seller’s delivery in accordance with the applicable Incoterm. All shipments should be inspected by the Buyer within five (5) business days upon receipt and should there be evidence of damage or loss in transit, claims or tracers upon carrier must be filed by the Buyer, otherwise delivery shall be deemed completed. Seller will assist in tracing shipments upon request. Any trade terms mentioned shall be interpreted in accordance with the Incoterms 2010 of the International Chamber of Commerce, unless otherwise specified in the Quotation and Order Confirmation and/or Acknowledgement. Seller will exercise reasonable business practice to meet the delivery date(s) set forth on the front or as otherwise agreed, provided it has been given all shipping information sufficiently prior to the shipment date(s). If the Buyer is not ready to accept delivery, then the Seller reserves the right to deliver the products in consignment at the Buyer’s cost. Rescheduling requests are subject to Seller’s rescheduling policy. Seller’s minimum order quantities (MOQ) shall apply. In the event of shortages, Seller may allocate available products, in its sole discretion, among its customers and as a result may sell and deliver to Buyer fewer Products than specified in Seller’s Offer, Confirmation or Agreement, as the case may be.

3. PRICES & TAXES

The prices set forth in the quote or acknowledgement, as applicable, supersede all previous prices or quotations. All quotations are in effect for a period of Ninety (90) days, except as may be specifically noted on the face of the quotation. Seller will add taxes, duties and similar levies to the sales price where Seller is required by law to pay or collect them and will be paid by Buyer together with the price. For Products not yet shipped, Seller may adjust prices prior to delivery, to account for any significant increase in the cost of raw materials, metals, fuels or other production related costs. The cost of non-standard packaging is not included in the price of Products and any corresponding additional costs shall be charged separately to Buyer; all instructions concerning non-standard packaging, weight and customs may be considered and abided to by Seller in its sole discretion, provided such instructions are clear and received by Seller with reasonable prior notice.

4. CONFIDENTIALITY

Unless otherwise agreed, and except for non-confidential documentation provided to Buyer for distribution with a corresponding Product, Buyer acknowledges that all technical, commercial and financial information (including without limitation any source code) disclosed to Buyer by Seller or its affiliates: (i) shall be deemed to be Seller's "Confidential Information"; (ii) shall be maintained by Buyer in strict confidence, viewed solely on a need-to-know basis and used solely to carry out Buyer's obligations under these Terms and Conditions; and (iii) is provided by Seller "AS-IS," without any representations or warranties of any kind. Buyer agrees that in no event may Seller's Confidential Information be used in, or in connection with, any legal or administrative proceeding in any court, arbitration, agency, commission or other tribunal, or in connection with any action, cause of action, litigation, claim, allegation, demand or dispute of any kind. Upon the earlier of termination of these Terms and Conditions or Seller's request, Buyer shall return (or destroy at Seller's discretion) all Confidential Information of Seller and/or its affiliates in Buyer's possession, including all copies, notes and/or extracts thereof.

5. PAYMENTS

Payment for Products shall be made by Buyer upon receipt of Seller's invoice, unless otherwise agreed in a written agreement duly signed by Seller and specified in Seller's invoice. All deliveries and performance of work agreed to by Seller shall at all times be subject to Seller's prior credit approval of Buyer which may be granted, denied or modified in Seller's sole discretion. Where Seller has extended credit to Buyer, the amount of credit may be changed or withdrawn by Seller at any time without prior notice. If, in Seller's sole judgment, Buyer's financial condition at any time does not justify production, performance of work, or delivery, or if Buyer should be in default of its obligations relating to payment of any fees or charges, or any other obligation, Seller may without prior notice

- (i) require full or partial payment in advance 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 Seller; and/or

- (iv) Interest will accrue on all late payments, at the rate of eighteen (18%) per annum with a minimum of 1.5%, or the maximum rate permitted by Applicable Laws, whichever is higher, from the due date until Seller has received payment in full. Buyer is in no event entitled to modify or reduce the invoice unit prices or quantities without the prior written approval of Seller's authorized representative.

6. SELLER'S LIMITED WARRANTY AND DISCLAIMER

Subject to the terms hereof, Seller warrants to Buyer that its Products shall substantially conform to the applicable Specifications for a period of;

(i) two (2) years from the delivery date, provided, however, that Products sold in dry pack must be installed by Buyer within one (1) year from delivery; or;

(ii) for Products sold as processed, unpackaged semiconductor die, or processed wafers, ninety (90) days from delivery date. This warranty shall not apply:

- (i) if Products have been damaged by neglect or for reasons not attributable to Seller;
- (ii) if Products have been submitted to abnormal conditions (including, but not limited to, mechanical, electrical or thermal), misuse, accident, alteration, modification, improper installation, improper repair, improper storage, improper transportation or improper handling or use;
- (iii) if Products are used in a non-standard environment requiring a robustness not documented in the applicable Specification such as without limitation, those Products referred to in clause (a) (b) or (c) below;
- (iv) to Products (risk Products) supplied at Buyer's request which Seller has indicated may not conform to applicable Specifications or which constitute experimental, developmental or, subgrade, sample, beta testing, prototype, pre-production and/or non-qualified Products;
- (v) if the non-conformance of Products results from excess usage of the maximum values (including, but not limited to, temperature limit or maximum voltage) defined by Seller, or from an incorrect choice of application by Buyer, or from use other than in accordance with the relevant Specification;
- (vi) if a defect results from the design, specifications or instructions of Buyer and/or its affiliates, or a third-party customer or supplier of Buyer, for such Products, or utilizing the intellectual property of Buyer and/or its affiliates, or such third-party customer or supplier, including process and/or product technology or technology jointly-owned with Seller, or;
- (vii) Buyer fails to notify Seller of a particular defect within ten (10) business days after discovery. If any Product fails to conform to the warranty stated above, Seller's sole liability shall be at Seller's option, to repair or replace such Product, or issue a credit or rebate of the purchase price.

THE FOREGOING WARRANTY SHALL EXTEND DIRECTLY TO BUYER AND NOT TO BUYER'S CUSTOMERS, AGENTS OR REPRESENTATIVES AND IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR TERMS EXPRESS OR IMPLIED BY STATUTE OR COMMON LAW (INCLUDING WITHOUT LIMITATION WARRANTIES

AS TO (I) EPIDEMIC FAILURE; (II) MERCHANTABLE AND/OR SATISFACTORY QUALITY, (III) FITNESS FOR A PARTICULAR PURPOSE OR USAGE OR (IV) NON-INFRINGEMENT). ALL OTHER WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED BY SELLER.

7. LIMITATIONS ON LIABILITY

SELLER SHALL HAVE NO LIABILITY TO BUYER FOR ANY LOST PROFITS OR LOST SAVINGS, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES WHETHER OR NOT SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF SELLER HAS BEEN ADVISED, OR IS AWARE, OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGE, COSTS OR EXPENSES ASSOCIATED WITH WARRANTY OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS, WHETHER FOR THE REPLACEMENT OR REPAIR OF PRODUCTS, INCLUDING LABOR, REMOVAL OR REINSTALLATION OR ANCILLARY COSTS INCURRED BY BUYER AND, IN PARTICULAR, ANY COSTS RELATED TO THE REMOVAL OR REPLACEMENT OF ANY PRODUCTS SOLDERED OR OTHERWISE PERMANENTLY AFFIXED TO ANY PRINTED CIRCUIT BOARD, EXCESS PROCUREMENT COSTS, OR REWORK CHARGES. FURTHER, EXCEPT AS EXPRESSLY INDICATED IN WRITING, THE PRODUCTS ARE NOT DESIGNED FOR USE IN MEDICAL, LIFE-SUSTAINING APPLICATIONS OR FOR ANY OTHER APPLICATION IN WHICH THE FAILURE OF ANY PRODUCT COULD RESULT IN PERSONAL INJURY OR DEATH. FURTHER, THE COMPANY DOES NOT RECOMMEND, ENDORSE OR SUPPORT THE SALE OF PRODUCTS IN LIFE SUPPORT SYSTEMS. THE BUYER USING OR SELLING ANY PRODUCT NOT EXPRESSLY INDICATED FOR USE IN SUCH APPLICATION, DOES SO AT ITS OWN RISK AND THE BUYER AGREES TO FULLY INDEMNIFY AND HOLD THE COMPANY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, EXPENSES AND DAMAGES ARISING OR RESULTING IN CONNECTION WITH SUCH USE OR SALE, INCLUDING ATTORNEYS' FEES, EVEN IF SUCH CLAIM ALLEGES THAT THE COMPANY WAS NEGLIGENT REGARDING THE DESIGN OR MANUFACTURE OF THE PRODUCTS. BUYER MUST INFORM SELLER OF ANY ALLEGED BREACH WITHIN 90 DAYS AND ALLOW SELLER REASONABLE OPPORTUNITY TO CORRECT SUCH BREACH, AND ANY LAWSUIT RELATIVE TO ANY CLAIM MUST BE FILED WITHIN ONE (1) YEAR OF THE DATE OF BUYER'S WRITTEN NOTICE TO SELLER OF THE CLAIM. BUYER AGREES THAT ANY CLAIM NOTICED OR FILED OUTSIDE OF THE DEADLINES SET FORTH HEREIN ARE DEEMED WAIVED.

8. FORCE MAJURE

Seller shall not be liable for any delay or failure in performance arising as a result of any circumstances or occurrences beyond Seller's reasonable control (whether or not foreseeable at the time of acceptance of the applicable Purchase Order) as a result of which Seller cannot

reasonably be required to execute its obligations. Such circumstances or occurrences, including but not limited to, capacity constraints, accident, act of God, acts of the public enemy, earthquake, fire, flood, labour disputes, strikes, riots, civil commotion, war (declared or not), disease and/or a medical outbreak, epidemic or pandemic, unanticipated manufacturing problems, shortage of energy, water, raw materials or other supplies, power failure, novelty of Products, requirements or acts of any government or agency thereof, including trade and freight embargoes or medical quarantines, judicial action, inability to secure materials on a timely basis and/or failure or delays in transportation (each, a “Force Majeure”). Seller will send written notice of the delay and the reason therefor to the Buyer as soon as reasonably possible after Seller learns of the cause of such delay. If a Force Majeure continues, or is reasonably expected to continue, for a period of three (3) consecutive months Seller shall be entitled to cancel all or any part of the impacted orders previously confirmed, without any liability of Seller to buyer.

9. EXPORT CONTROL AND COMPLIANCE WITH LAWS

These Terms and Conditions and any related Purchase Order(s) are made subject to any and all applicable export laws and regulations, including but not limited to the International Traffic in Arms Regulations or Export Administration Act Regulations concerning the export of products or technical information from the United States or other applicable jurisdictions that may be imposed on the parties from time to time. Buyer agrees that it will only export, re-export, transfer or import the Products, directly or indirectly, in accordance with applicable laws and regulations. Buyer will also ensure that its distributors, re-sellers and end users comply with this Article 9.

10. GOVERNING LAW, JURISDICTION, VENUE, AND DISPUTE RESOLUTION

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms and Conditions, or any Offer, Confirmation or Agreement or to the sale of any Products. These Terms and Conditions, and any disputes arising out of or relating thereto, shall be governed by and construed in accordance with the laws of People’s Republic of China. Any dispute, controversy or claim arising out of or relating to these Terms and Conditions, or any Offer, Confirmation or Agreement, including the existence, validity, interpretation, performance, breach or termination thereof shall first be attempted by the parties to be settled through consultation and negotiation in good faith and a spirit of mutual cooperation. Any dispute that cannot be so settled within a period of thirty (30) days from the date the relevant dispute first arose may be submitted to and finally be resolved by arbitration administered by the Hong Kong International Arbitration Centre (“HKIAC”) under the UNCITRAL Arbitration Rules in force when the Notice of Arbitration is submitted, as modified by the HKIAC Procedures for the Administration of Arbitration under the UNCITRAL Arbitration Rules. The place of arbitration shall be Hong Kong. One arbitrator, who shall not be of a nationality of either party, shall be appointed in accordance with the rules and the arbitration proceedings shall be conducted in the English language. The arbitration award shall be final and binding on the parties and be enforceable in any court of competent jurisdiction.

11. ASSIGNMENT

These Terms and Conditions shall be binding to Seller and Buyer. Buyer shall not assign its rights or delegate its performance hereunder without the prior written consent of Seller.

12. SEVERABILITY

In the event any provision(s) of the Agreement or these Terms and Conditions shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions thereof.

13. MODIFICATIONS AND CHANGES

Seller reserves the right to make any amendments or modifications to these Terms and Conditions at any time. Such amendments and modifications shall have effect:

- (i) on all Offers, Confirmations and Agreements referring to such amended or modified Terms and Conditions as from the date of such Offer, Confirmation or Agreement, and
- (ii) on any existing Agreement thirty (30) days from notification of such amendments or modifications by Seller to Buyer, unless Buyer has notified Seller within such thirty (30) days period that it objects thereto.

JJM - Terms and Conditions of Sale (Date: January 2023)