

1 APPLICATION

These General Terms and Conditions of Sale ("Terms") shall apply to and form integral part of all requests, quotations, orders, order confirmations, agreements and deliveries (together "Contract") concerning any provision of products ("Products") and/or software (including without limitation software embedded in Products and any stand-alone software or any related solutions such as API, hereinafter all "Software") between CoreHW Ltd, CoreHW Semiconductor Ltd or CoreHW Group Ltd, as the case may be, (together "CoreHW") and any buyer ("Buyer"), unless the parties have expressly agreed otherwise in writing. Products and Software are hereinafter referred together as "Deliverables".

These Terms shall prevail over any Buyer's general terms and conditions, and by ordering Deliverables, Buyer shall be deemed to have accepted these Terms. As regards Software and its use, these Terms shall prevail over any other agreement made between CoreHW and the Buyer. However, if a separate licensing agreement regarding Software has been concluded between CoreHW and Buyer, such agreement shall prevail over these Terms as regards the subject matter of such agreement.

All orders by Buyer must be confirmed by CoreHW in writing or otherwise such orders do not bind CoreHW. All orders made by Buyer are binding as regards Buyer. For clarification, the order confirmation by CoreHW shall prevail over Buyer's order should there be any inconsistency.

2 SCOPE OF DELIVERY

The delivery of Deliverables includes those CoreHW Products and/or Software expressly stated in Contract accompanied with any related documentation (if any).

Unless otherwise stated in Contract in writing and duly signed by CoreHW, the applicable specifications for Deliverables shall be solely those specifications stated in CoreHW's data sheet at the time of the order confirmation ("Specifications").

3 PACKAGING

Products shall be packed in accordance with CoreHW's standard packaging procedures as required for transportation under normal transport conditions.

The cost of non-standard packaging is not included in the price of Products. All instructions concerning non-standard packaging, weight and customs shall be abided to by CoreHW provided such instructions are agreed in Contract. The corresponding additional costs shall be borne by Buyer.

4 DELIVERY TERM, TITLE AND RISK

The term of delivery shall be EXW CoreHW's designated facility (Incoterms 2020), unless otherwise agreed in Contract.

The passing of risk shall be in accordance with

the agreed delivery term. Products shall remain the property of CoreHW until paid in full and before the title has passed to Buyer, Buyer is not entitled to (i) transfer, assign or otherwise dispose of Products to any third party; and (ii) attach, incorporate or otherwise combine Products to any other property. This retention of title shall not affect the passing of risk under the applicable delivery term. For clarification, Software shall always remain CoreHW's property and Buyer will obtain only a license to Software as set forth in Section 7 (Use of Deliverables).

Partial deliveries are permitted.

5 DELIVERY DATE AND DELAY

The date of delivery shall be agreed in Contract. If CoreHW fails to meet the agreed delivery date due to reasons solely attributable to CoreHW, then Buyer shall be entitled to liquidated damages as follows:

There shall be a grace period of two (2) weeks. If the delay exceeds the grace period, the amount of liquidated damages shall be 0.5 % of the price of delayed Deliverables for each complete week of delay. However, the total amount of the liquidated damages for delayed Deliverables shall not exceed ten (10) % of the price of the delayed Deliverables.

The liquidated damages above are the only remedy available to Buyer in case of delay. All other claims against CoreHW shall be excluded.

6 INSPECTION AND ACCEPTANCE

Buyer shall inspect all Products promptly upon receipt thereof. Should Buyer not notify CoreHW within fourteen (14) days from the receipt of the delivery of any defects in the delivery, the delivery shall be deemed accepted.

7 USE OF DELIVERABLES

Subject to compliance with these Terms CoreHW hereby grants to Buyer a limited, non-assignable, non-transferable, non-exclusive and revocable license to use Software subject to these Terms and for the internal purposes of Buyer only and if Software is embedded in Product or relates to Product, solely in connection with such Product.

Buyer shall have no right to copy, reverse-engineer, decompile or create derivative works of Deliverables, use Deliverables in any manner to provide access to Software to any third party or for other purposes than those set out in these Terms. Buyer shall not (a) extract Software from Product; (b) decompile, disassemble or reverse-engineer Deliverables; (c) copy or modify Deliverables; or (d) grant any other party any conflicting right with this provision.

CoreHW may, at its sole discretion, provide updates, upgrades, or modifications to Software ("Updates"). CoreHW has no obligation to provide Updates unless otherwise agreed in Contract. Any Updates provided shall be subject to these Terms. Unless otherwise agreed in Contract, CoreHW has no obligation to provide technical support, maintenance, or other services related to Software.

8 PRICE

The price of Deliverables is specified in Contract.

The prices are exclusive of value added tax or customs duty, tariff and/or levy imposed by any public authority and of any taxes or other charges outside Finland, which shall be added to prices, if applicable. All prices are expressed in USD, unless otherwise stated in Contract. No payment charges, transaction charges or any other deductions for any reason shall be accepted to prices.

CoreHW reserves the right to adjust prices until delivery in the event of changes in currency rates, taxes, custom duties, or raw material prices.

9 PAYMENT TERMS

The payment term is fourteen (14) days from the date of invoice. Unless otherwise agreed, CoreHW shall invoice prices in connection with concluding Contract.

If Buyer is delayed in making any payment, CoreHW may postpone the fulfilment of its obligations under any Contract until such payment, including interests, is made.

Interest for late payments shall be 12% per annum.

If Buyer has not paid the amount due within two (2) months from the due date, CoreHW shall be entitled to terminate Contract (including these Terms) with immediate effects and claim compensation for the loss and damage it has incurred.

10 WARRANTY

CoreHW warrants that Products (excluding Software) are materially in compliance with the Specifications. The warranty period is twelve (12) months from the date of delivery of Product in question. Under this warranty CoreHW shall, at its option, replace, refund or repair without undue delay any defective Products under warranty at the expense of CoreHW. The warranty period for any replaced or repaired Products is the remaining original warranty period.

As regards Software, CoreHW warrants that Software will perform substantially in accordance with the Specifications under normal use. CoreHW does not warrant that Software will be error-free or that its operation will be uninterrupted. For any breach of this Software warranty, CoreHW's sole obligation shall be, at CoreHW's option, to correct the reported non-conformity, or if CoreHW determines that correction is not commercially feasible, to refund the fees paid for the non-conforming Software.

In order for the warranty to be valid, Buyer must notify CoreHW of a defect without undue delay and within the applicable warranty period. Additionally, if the defect concerns Product, after obtaining further instructions from CoreHW, Buyer must ship the defective Product in its original shipping package to a location

designated by CoreHW and in accordance with CoreHW's instructions within fourteen (14) days from receiving such instructions. All freight fees, taxes and other costs shall be prepaid. The warranty does not cover transportation costs.

Furthermore, the warranty does not apply, if

- (i) defects are due to normal wear and tear or deterioration
- (ii) Deliverables have been damaged by neglect or for reasons not attributable to CoreHW;
- (iii) Deliverables have been submitted to abnormal conditions (mechanical, electrical or thermal) during storage, installation or use;
- (iv) Deliverables are used in non-standard environment requiring a robustness not documented in Specifications;
- (v) the nonconformance of Deliverables results from excess usage of the maximum values (temperature limit, maximum voltage or any other limit in Specifications) defined by CoreHW, or from an incorrect choice of application by Buyer, or from use other than in accordance with the Specifications;
- (vi) Deliverables have been used in any nuclear weapons-related activities, or any other weapons-related activities, weapons related chemical or biological activities, or missile activities, or life-support activities;
- (vii) Buyer or a third party has made modifications or repair work or started such work on Deliverables, and such work has not been authorized beforehand by CoreHW; or
- (viii) a defect results from Buyer's design, specifications or instructions.

If after CoreHW has received and investigated the Deliverables relating to which Buyer has made the claim for warranty, it turns out that the Deliverables are not defective or the warranty does not apply to the Deliverables for other reasons stated in this Section 10, Buyer shall be liable to CoreHW for all costs, expenses, and damages that CoreHW has incurred in connection with the warranty claim (including without limitation shipping costs back to Buyer).

The foregoing warranty obligation sets forth the entire liability of CoreHW for defects in Deliverables and is in lieu of any and all other warranties and conditions, express or implied, including without limitation to those concerning merchantability and fitness for a particular purpose.

11 INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights relating to Deliverables (including potential customizations, manuals and all other such derivatives of Deliverables) ("IPR"), belongs to CoreHW and Buyer shall not acquire or receive any title or interest in IPR of Deliverables.

12 CONFIDENTIALITY

"Confidential Information" includes any and all financial, technical, commercial or other

information (whether written or oral or in whatever other form) that is disclosed or made in any other way available by or on behalf of the disclosing party ("Discloser") to the receiving party ("Recipient").

Recipient shall keep all Confidential Information as strictly confidential and shall not disclose it to any third parties without the prior written permission of Discloser. Recipient shall not use Confidential Information for any purpose other than for the purpose of Contract without the prior written permission of Discloser.

CoreHW may however disclose Confidential Information on a need-to-know basis for its affiliates, consultants and advisors ("Representatives"). CoreHW shall cause Representatives to comply with this confidentiality obligation and is responsible for their actions/inactions as for its own.

This Section 12 shall be binding upon the parties for ten (10) years from the date of disclosure of any item of Confidential Information regardless for any earlier termination of these Terms or Contract unless the applicable law imposes a longer period of confidentiality.

13 CANCELLATION

Contract may be immediately cancelled by CoreHW (in whole or in part) at any time if:

- (i) Buyer breaches Contract (including these Terms) and fails to remedy such breach within 14 days after written notice;
- (ii) it becomes evident that Buyer is not able to or will not be able to comply with its obligations under Contract;
- (iii) Buyer has not paid any amount due within two months (2) from the due date as set out in Section 9 (Payment Terms); or
- (iv) in the event that Buyer breaches Section 15 (Compliance) or there exists a justified suspicion of such breach.

Upon termination or cancellation of Contract for any reason, all licenses granted to Buyer under these Terms shall immediately terminate, and Buyer shall immediately cease all use of Software and, upon CoreHW's request, return or destroy all copies of Software in Buyer's possession.

14 FORCE MAJEURE

CoreHW shall be entitled to suspend performance of its obligations to the extent that such performance is impeded by circumstances beyond CoreHW's control, including but not limited to war, revolution, strikes, failure of supplies of power, fuel, transport, raw materials, equipment or other goods or services, delays in transportation, natural disasters, epidemic, extreme weather conditions, acts of government, embargo or trade restriction, traffic accidents, fire, explosions, floods, delays of subcontractors, accidents, sabotage, riots, and breakage or loss during transportation or storage, cyberattacks, data breaches or IT system failures.

15 COMPLIANCE

Export and import control. Buyer is hereby

informed that Deliverables may require export and/or import license from one or more governmental/public authorities or may otherwise be subject to restrictions placed on export, re-export or retransfer. Buyer shall be solely liable for complying with all applicable export and import control laws.

Sanctions. Buyer warrants that (i) it complies with all applicable international sanctions, including without limitation those imposed by the United States, United Nations Security Council, United Kingdom, EU and Finland; (ii) it or its beneficiaries (including without limitation direct and indirect owners, board members and managing director) are not subject, directly or indirectly, to any sanctions imposed by the aforementioned entities. Furthermore, Buyer warrants that Deliverables shall not be further transferred, assigned or otherwise handed over to any country, person or entity subject to (directly or indirectly) the said sanctions.

Anti-corruption. Buyer shall comply with all applicable laws in relation to bribery and corruption and shall not give, promise, provide, accept, receive, or request any bribes (financial or other advantage), whether directly or through an intermediary.

Audit rights. CoreHW reserves the right to conduct, or have conducted by an independent third party, audits to verify Buyer's compliance with the sanctions and anti-corruption provisions set forth in this Section. Buyer shall provide reasonable cooperation and access to relevant records for such audits.

16 LIMITATION OF LIABILITY

THIS GENERAL LIMITATION OF LIABILITY SECTION SHALL APPLY TO THESE TERMS AND TO ENTIRE CONTRACT, INCLUDING TO ALL OBLIGATIONS, WARRANTIES, INDEMNITY UNDERTAKINGS AND ALL OTHER LIABILITIES OF COREHW ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, CONTRACT OR DELIVERABLES, NO MATTER ON WHICH LEGAL BASIS THE ALLEGED LIABILITY IS ESTABLISHED.

COREHW SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PRODUCTION, LOSS OF PROFIT, LOSS OF USE, DAMAGES TO PROPERTY OR LOSS OF CONTRACTS.

THE TOTAL LIABILITY OF COREHW FOR ANY DAMAGES OR LOSSES IN CONNECTION WITH THESE TERMS, DELIVERABLES AND/OR CONTRACT IS LIMITED AND SHALL NOT EXCEED THE PRICE ALLOCABLE TO DELIVERABLES WHICH GIVE RISE TO THE CLAIMS.

17 APPLICABLE LAW AND DISPUTE RESOLUTION

These Terms and Contract shall be governed by and construed in accordance with the substantive law of Finland, without regard to its rules for choice of law or the United Nations Convention on the International Sale of Goods.

All disputes or claims arising out of or relating to these Terms, Contract or Deliverables shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce. The place of arbitration shall be Tampere, Finland and the language shall be English.

Notwithstanding the above, CoreHW shall be entitled to take action for collecting its receivables from Buyer in the competent court of CoreHW's or Buyer's domicile and/or registered place of business.

18 OTHER TERMS

Unless otherwise agreed in writing, neither party has the right to transfer Contract. Notwithstanding the aforementioned, CoreHW is entitled to transfer or assign its receivables from Buyer to any financial institution in case of late payment.

The invalidity or lack of enforceability of any part of these Terms and/or Contract shall not affect the validity or enforceability of any other provisions in the said agreements.

These Terms and Contract may be amended only in writing signed by both parties.