

COREHW GENERAL TERMS AND CONDITIONS OF SALE OF COMPONENTS

1 APPLICATION

These General Terms and Conditions of Sale ("Terms") shall apply to all requests, quotations, orders, order confirmations, agreements and deliveries (together referred to as "Contract") regarding any CoreHW components ("Components") 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.

These Terms shall prevail over any Buyer's general terms and conditions, and by ordering Components, Buyer shall be deemed to have accepted these Terms. 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 Components includes those CoreHW components 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 Components shall be solely those specifications stated in CoreHW's data sheet at the time of the order confirmation ("Specifications").

3 PACKAGING

The Components 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 Components. 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 AND PASSING OF 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 term of delivery. Components shall remain the property of CoreHW until paid in full. This retention of title shall not affect the

passing of risk under the applicable delivery term.

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 Components for each complete week of delay. However, the total amount of the liquidated damages for delayed Components shall not exceed ten (10) % of the price of the delayed Components.

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

7 PRICE

The price of Components is specified in Contract.

The prices are exclusive of value added tax or customs duty, tariff and/or levy imposed by any public authority, 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 the delivery in the event of changes in currency rates, taxes, custom duties, or raw material prices.

8 PAYMENT TERMS

The payment term is fourteen (14) days from the date of invoice.

If Buyer is delayed in making any payment, CoreHW may postpone the fulfillment 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.

9 WARRANTY

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

The warranty does not cover normal wear and tear, deterioration or transportation costs, work or damage to other property.

In order the warranty to be valid, Buyer must notify CoreHW of a defect without undue delay and within the applicable warranty period. Additionally, after obtaining further instructions from CoreHW, Buyer must ship the defective Components 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.

Furthermore, the warranty does not apply, if

- (i) Components have been damaged by neglect or for reasons not attributable to CoreHW;
- (ii) Components have been submitted to abnormal conditions (mechanical, electrical or thermal) during storage, installation or use;
- (iii) Components are used in non-standard environment requiring a robustness not documented in Specifications;
- (iv) the nonconformance of Components 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;
- (v) Components 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;
- (vi) Buyer or a third party has made modifications or repair work or started such work on Components, and such

work has not been authorized beforehand by CoreHW; or
(vii) a defect results from Buyer's design, specifications or instructions for Components.

If after CoreHW has received and investigated the Components relating to which Buyer has made the claim for warranty, it turns out that the Components are not defective or the warranty does not apply to the Components for other reasons stated in this Section 9, the 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 the Buyer).

The foregoing warranty obligation sets forth the entire liability of CoreHW for defects in Components 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.

10 INTELLECTUAL PROPERTY RIGHTS

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

Buyer is granted a revocable, non-exclusive license to use any software program embedded in Component solely as embedded in Component, provided that Buyer shall not, to the extent not allowed by mandatory legislation, (a) extract the software from Component; (b) decompile, disassemble or reverse-engineer Component; (c) copy or modify the software; or (d) grant any other party any conflicting right with this provision.

11 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.

Recipient agrees to use its best efforts to prevent any disclosure or unauthorized use of Confidential Information.

This Section 11 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.

12 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) Buyer becomes insolvent, goes bankrupt, appoints or has appointed a receiver, or makes an assignment for the benefit of creditors;
- (iii) Buyer has not paid any amount due within one two months (2) from the due date as set out in Section 8; or
- (iv) in the event that there exists suspicion of corruption or other allegations concerning Buyer or the procurement process of Components.

13 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.

14 EXPORT AND IMPORT CONTROL

Buyer is hereby informed that Components 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.

15 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 COMPONENTS, 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, COMPONENTS AND/OR CONTRACT IS LIMITED AND SHALL NOT EXCEED THE PRICE ALLOCABLE TO COMPONENTS WHICH GIVE RISE TO THE CLAIMS.

16 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 Components 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.

17 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.