

These Terms and Conditions of Sale shall apply to any purchase of Products (as defined hereinbelow) by you (“Customer”) from L&T Semiconductor Technologies Limited (“LTSCT”).

these terms. Notwithstanding anything to the contrary contained in this Agreement, the terms of this Agreement shall prevail over the Purchase Order or similar document issued by the Customer.

1. DEFINITIONS

- a) **"Confidential Information"** means any financial information, business plans, procurement requirements, purchasing information, manufacturing data, customer lists, investor details, employee information, business and contractual relationships, business forecasts, sales and merchandising data, marketing plans, intellectual property including but not limited to trade secrets, patents, trademarks, designs and any other commercially sensitive information related to the Party's business; all analysis, compilations, studies, or other documents prepared by the Party that contain or reflect such Confidential Information; proprietary information relating to the disclosing party's business, including without limitation, ideas, samples, media, techniques, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source code, and formulae, including those related to current, future, or proposed products and services of the parties, and including, without limitation, any information concerning research, experimental work, development, design details, specifications, and engineering.
- b) **"Credit Note"** means credit note issued by LTSCT, which can be encashed by way of adjustment for an equivalent amount at the time of placing another Purchase Order.
- c) **"Delivery"** means the transfer of risk and title of the Products from LTSCT to Customer, which shall occur when the Products are delivered to the location specified in the Purchase Order or as otherwise agreed by the Parties.
- d) **"Delivery Date"** means the date specified in the Purchase Order for delivery of the Products.
- e) **"Force Majeure"** means any event beyond the reasonable control of a Party, including but not limited to acts of God, natural disasters, war, labour strikes, government regulations, geopolitical issues, pandemics, epidemics or other events that make the performance of obligations impossible or impracticable.
- f) **"Products"** means standard off-the shelf semiconductor products, including limited license to use any related hardware, software, documentation, and other materials.
- g) **"Purchase Order"** means any written order for Products issued by Customer to LTSCT specifying the quantity, price, and Delivery Date for the purchase of the Products.

2. APPLICATION OF TERMS

These terms of this Agreement shall govern the sale of Products by LTSCT to Customer unless a written agreement is signed by both Parties that specifically modifies these terms. Any terms or conditions proposed by Customer in any Purchase Order, request for proposal, or similar document, shall not be binding on LTSCT. Any failure of LTSCT to object to provisions in any document sent by Customer shall not be construed as acceptance of any such terms or a waiver of

3. ORDER PLACEMENT AND ACCEPTANCE

Customer may place orders with LTSCT for Products by issuing Purchase Orders. However, LTSCT's acknowledgment of Purchase Order does not constitute acceptance of the Purchase Order unless the Purchase Order is duly accepted by LTSCT by issuance of a confirmation towards the Purchase Order containing the quantity and delivery schedule, pricing and any related costs ("**Order Confirmation**") as may be applicable. Once the Order Confirmation is issued, the Customer may not cancel or modify, without the prior written consent of LTSCT. LTSCT reserves the right to accept or reject any Purchase Order at its sole discretion, and may impose conditions on such Purchase Orders, including credit checks, prior to acceptance.

4. INSPECTION AND ACCEPTANCE OF PRODUCTS

The quality of our Products is conclusively described in the agreed product or performance descriptions, specifications and labels. The certification issued by LTSCT or its authorised agency at the time of dispatch of the Products shall be final and binding on the Parties.

Customer must notify LTSCT in writing of any visible defects or damage within seven (7) days of Delivery. In case no such notification is provided by the Customer to LTSCT, then the Product shall be deemed to be free from any damages or visible defects and shall constitute acceptance of the Products.

5. LIMITED WARRANTY

5.1. LTSCT warrants solely to the Customer, and not to any third party, that the Products shall be free from defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery. This warranty is contingent upon Customer promptly notifying LTSCT in writing of any alleged defect within thirty (30) days of delivery. LTSCT's sole obligation and Customer's exclusive remedy under this warranty shall be, at LTSCT's option, to either (a) repair or replace the defective Product, or (b) issue a refund by way of Credit Note to Customer for the purchase price of the defective Product, subject to the return of the Product as directed by LTSCT.

5.2. This warranty does not apply to any Products that have been altered, misused, or damaged by improper installation, operation, maintenance, or storage, or which have been integrated with or modified by other products not provided by LTSCT. In no event shall LTSCT be responsible for any labour, installation, or reinstallation costs incurred by Customer or any third parties, or for any indirect, incidental, or consequential damages arising from the defect.

5.3. If Customer finds the Products to be defective or non-conforming, Customer must notify LTSCT in accordance with this section and demonstrate with documentary proof including but not limited to test reports and photos, that the Products do not meet the specifications. LTSCT reserves the right to inspect the non-conforming or defective Product on-site or through return of a sample of such non-conforming or defective Product upon receipt of notification from the Customer within seven (7) days of such discovery.

6. EXCLUSION OF OTHER WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, LTSCT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT LTSCT DOES NOT WARRANT THE PERFORMANCE OR RESULTS OF THE PRODUCTS WHEN USED IN ANY APPLICATION, SYSTEM, OR SERVICE OUTSIDE THE PARAMETERS SPECIFIED IN THE RELEVANT PRODUCT DOCUMENTATION.

7. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LTSCT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THE SALE, DELIVERY, USE, OR INABILITY TO USE THE PRODUCTS, EVEN IF LTSCT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LTSCT's liability, if any, under this Agreement shall be limited to the lesser of the amount paid by Customer for the affected Product or the repair cost or refurbishment cost of the affected Product. These limitations apply to any cause of action, whether based in contract, tort, strict liability, or otherwise.

8. USE OF PRODUCTS

Customer acknowledges that the Products are not designed or intended for use in life-support, medical, safety, or other critical applications where Product failure could result in death, personal injury, or significant physical harm, nor are the Products intended for military or defense applications, or any governmental procurement requiring compliance with applicable Export Control Laws and special statutory and regulatory provisions as applicable (e.g., Federal Acquisitions Regulations (FARs) and the [Defence Federal Acquisitions Regulations Supplement \(DFARS\)](#) of United States of America and laws of European Union related to dual-use technology). Accordingly, LTSCT disclaims any and all liability for any use of the Products in such applications, and Customer assumes all risks and liabilities arising from such use.

9. PRICE AND PAYMENT TERMS

9.1. The price for the Products shall be as specified in LTSCT's written quotation or as notified by LTSCT by email, in the absence of such, as agreed by the parties in a

Purchase Order or other written communication. Prices are exclusive of any applicable taxes (including but not limited to GST, VAT, sales tax, excise duties, etc.), duties, shipping, insurance, or other charges. Such applicable taxes shall be itemized separately on LTSCT's invoice and are the responsibility of the Customer. The Customer shall pay 20% of the Purchase Order Value immediately after Order Confirmation by LTSCT. For the balance 80% of the Purchase Order value, the Customer shall establish an irrevocable Letter of Credit ("LC") in favor of LTSCT through a scheduled commercial bank in India, as per the terms mutually agreed upon by both Parties. The LC shall be established within 7 (seven) days from the issuance of the Order Confirmation. The payment under the Letter of Credit shall be released immediately upon delivery of the Products to the Customer and submission of the following documents to the issuing bank by LTSCT:

- a) Original invoice raised by LTSCT.
- b) Proof of dispatch or E-way bill or bill of lading or transport receipt, as applicable or delivery receipt duly signed and stamped by the Customer or its authorized representative, confirming receipt of Products.
- c) Packing list detailing the dispatched or delivered items.
- d) Certification issued by LTSCT or its authorized agent at the time of dispatch.

The Letter of Credit shall be governed by applicable Indian laws, including but not limited to the Reserve Bank of India (RBI) guidelines.

All charges related to establishing and maintaining the Letter of Credit shall be borne by the Customer.

Notwithstanding the Letter of Credit terms, and for the avoidance of doubt, 80% of the Purchase Order value shall become due and payable within net thirty (30) days from the date of the invoice (if not earlier released through the LC process).

9.2. In the event of non-receipt of payment from the bank immediately and the Customer within the above mentioned net thirty (30) days from the date of the invoice, LTSCT shall have the right to charge interest on the unpaid balance at the rate of 18% per annum or the maximum rate permitted by law, whichever is higher. LTSCT shall have right to recover such interest out of amounts received by LTSCT from the Customer under any other Purchase Order or from Credit Notes if any issued for earlier supplies. Unless and until all the outstanding dues are paid, LTSCT shall not be liable to supply the Products in respect of any subsequent Purchase Orders. Customer agrees not to withhold payment or set off any amounts owed by LTSCT for any reason, unless explicitly agreed to in writing by LTSCT.

10. SHIPPING AND DELIVERY

10.1. All Products are sold on a DDP (Delivered Duty Paid) of Incoterms (2020) basis and to be delivered to the location specified in the Purchase Order. LTSCT shall be responsible for all costs and risks associated with delivering the Products to the Customer's designated location, including transportation, insurance, customs clearance, import duties, and taxes. Delivery Dates

provided by LTSCT are estimates only and are not guaranteed. LTSCT shall not be responsible for any delays in delivery, nor for any damages arising from delays, including any lost profits or other consequential damages.

10.2. LTSCT may endeavour, on best effort basis, to adhere to estimated Delivery Dates subject to Customer's fulfilment of all cooperation obligations, in particular the timely provision of all documents, permits, investigations, releases, provisions and Customer's compliance with the agreed payment terms. If these prerequisites are not properly fulfilled within reasonable time, delivery periods shall be extended and Delivery Dates postponed accordingly. If the delay is caused by the actions or omissions of Customer, Customer shall bear any additional costs incurred as a result of the delay.

10.3. Subject to compliance of clause 10.2 above, the delivery of Products within seven (7) Business Days before estimated Delivery Date and seven (7) Business Days after the mutually agreed estimated Delivery Date shall constitute compliance with agreed delivery and Customer hereby agrees to accept such delivery.

11. CANCELLATION, MODIFICATION, AND RESCHEDULING OF ORDERS

Customer shall have no right to cancel, reschedule, or modify any accepted order without the express prior written consent of LTSCT. Subject to the foregoing, any cancellation of Purchase Order is to be notified to LTSCT in writing at least thirty (30) days prior to Delivery Date and any modification or rescheduling should be notified to LTSCT in writing at least fifteen (15) days prior to Delivery Date. In the event of any such modification, rescheduling or cancellation, Customer shall be liable to pay a restocking fee or other charges as determined by LTSCT and LTSCT shall have the right to forfeit the amount received from the Customer pursuant to the said Purchase Order.

12. INDEMNITY

Customer agrees to indemnify, defend, and hold harmless LTSCT, its officers, directors, employees, agents, and affiliates from and against any claims, losses, liabilities, damages, or expenses (including reasonable attorneys' fees) arising from Customer's use, distribution, or resale of the Products, including claims arising from Customer's negligence or breach of this Agreement.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. LTSCT retains all intellectual property rights to the Products, including but not limited to patents, layout-design, copyrights, trade secrets, trademarks, and any related designs, documentation, or software. Nothing in this Agreement grants Customer any right, title, or interest in any intellectual property related to the Product whether or not owned or licensed by LTSCT, except for a limited, non-exclusive license to use the Products as intended. Customer shall not modify, have modified, or prepare derivative works of the intellectual property used to develop the Products.

13.2. LTSCT agrees to indemnify and hold Customer harmless from any third-party claims alleging that the Products infringe upon any intellectual property rights, provided

that (a) Customer promptly notifies LTSCT of the claim in writing, (b) Customer cooperates with LTSCT in the defense or settlement of the claim, and (c) LTSCT shall maintain the sole control of the defense of such claim including the right to settle the claim. The indemnity obligation will not apply if the infringement arises from Customer's modification of the Products, or from the combination of the Products with other products not supplied by LTSCT.

14. FORCE MAJEURE

14.1. Neither Party shall be deemed in breach of this Agreement or have any liability to the other Party for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by an event or circumstance beyond the reasonable control of the Affected Party. The Party affected by the Force Majeure event (the "Affected Party") shall promptly notify the other Party in writing of the occurrence of such event. The Affected Party shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably practicable. In the event that LTSCT, during the period of subsistence of a Force Majeure event, undertakes commercially reasonable efforts to perform its obligations pursuant to this Agreement, the Customer shall be liable to pay Force Majeure costs to LTSCT. For the avoidance of doubt, the Force Majeure costs shall include the incremental costs incurred by LTSCT in connection with manufacture, testing, packaging, delivery of the Products and such other costs directly attributable to the Force Majeure event. The certificate issued by LTSCT providing the details of Force Majeure costs shall be final and binding on the Customer.

14.2. If a Force Majeure event continues for a period of 90 consecutive days or more, either Party may, upon written notice to the other Party, terminate or cancel any affected Purchase Orders (or the entire Agreement if applicable), effective immediately. In such case, neither Party shall have any further obligation to perform under this Agreement with respect to the affected Purchase Orders, except for obligations pertaining to confidentiality, indemnity, and payment for Products made available to the Customer under such Purchase Orders, which shall survive termination or cancellation.

14.3. The occurrence of a Force Majeure event shall not relieve the Customer of its obligation to pay for Products already delivered or to reimburse LTSCT for any costs incurred prior to the Force Majeure event, including but not limited to costs for manufacturing, labor, and shipping.

15. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the India, without regard to its conflict of laws principles. In the event of a dispute arising out of or relating to this Agreement, the Parties agree to attempt to resolve the dispute through good-faith negotiations. If the dispute cannot be resolved within 30 (thirty) days of notice of the dispute, it shall be resolved through binding arbitration in Bengaluru, in accordance with the provisions of the Arbitration and Conciliation Act, 1996

or any other subsequent enactment or amendment thereto. Subject to arbitration contemplated in this clause, the Courts at Bengaluru shall have exclusive jurisdiction. The arbitration proceedings shall be conducted in English language. This clause shall survive termination or expiry of this Agreement.

16. EXPORT CONTROL AND COMPLIANCE WITH LAWS

16.1. Compliance with Laws:

Customer agrees to comply with all applicable laws, regulations, and export controls governing the sale, import, and export of Products, including the laws of India the United States of America, the European Union, and any other jurisdictions where the Products are sold or used. This includes compliance with the Foreign Trade (Development and Regulation) Act, 1992, and the Customs Act, 1962, as well as any applicable export control regulations such as the Export Administration Regulations (EAR) in the U.S., the International Traffic in Arms Regulations (ITAR) and European Union Dual-Use Regulation (EU Regulation 2021/821) and related export control frameworks.

16.2. Export Restrictions:

Customer acknowledges and agrees that the sale, purchase, and transfer of Product or related technologies used to create the Product are subject to various export control laws and regulations of India and other countries, including but not limited to those imposed by the United States Department of Commerce's Bureau of Industry and Security (BIS) and the European Union. Both Parties agree to comply with all applicable export control laws and regulations. Customer agrees not to use the Product or related technologies for any purpose that is prohibited by applicable export control laws, including but not limited to nuclear, biological or chemical weapons, or missiles capable of delivering these weapons. Customer also agreed that the Products will not be re-exported or sold to a third party who is known or suspected to be involved in relation to nuclear, biological or chemical weapons, or missiles capable of delivering these weapons, or to any sanctioned entities.

16.2.1. As the Products sold under this Agreement shall be subject to restrictions imposed by the Government of India, the United States of America, or the European Union, the Customer shall not export or re-export the Products in violation of any applicable laws or regulations. It is clarified that the Customer shall not transfer Products or related technologies to any country or entity subject to arms embargoes or other restrictions under Indian law, U.S. law (including EAR Section 744), EU law, or other applicable regulations including but not limited to countries under the EAR's D:1 (National Security), D:4 (Nuclear Proliferation), and D:5 (U.S. Arms Embargo) designations such as Iran, North Korea, Syria, Sudan, Cuba, Russia (as applicable), China (specific entities), Macau, and other restricted destinations.. Customer shall not transfer the Product or related technologies to any entity listed on the U.S. Entity List or any similar list maintained by EU or other countries. Customer shall conduct thorough due diligence to ensure compliance with these restrictions.

16.2.2. Customer agrees that it will not directly or indirectly transfer sensitive technologies associated with the Products without obtaining prior authorization from relevant authorities or if any license is required for the export, re-export, or transfer the Product or related technologies under Indian law, U.S. law (including EAR Section 744), EU law (including Dual-Use Regulation 2021/821), or other applicable regulations, Customer shall obtain such licenses at its own expense and shall provide the LTSCT with proof of compliance.

16.2.3. Customer shall indemnify and hold harmless the LTSCT against any claims, damages, or penalties arising from Customer's failure to comply with applicable export control laws and regulations or using the Products or related technologies for any other purpose than the intended purpose under any Individual Agreement.

17. TECHNOLOGY TRANSFER AND LICENSING

17.1. Limited Technology License:

To the extent applicable, LTSCT may provide Customer with a non-exclusive, non-transferable, revocable license to use certain intellectual property related to the Products, including software or firmware, solely for the purposes of operating and using the Products. Customer acknowledges that this license does not grant any ownership rights in LTSCT's intellectual property, and Customer agrees not to reverse engineer, decompile, or disassemble the Products or any associated software.

17.2. Technology Transfer and Assistance:

If the agreement involves the transfer of certain technology to Customer, such as design or manufacturing processes, the Parties agree to execute a separate Technology Transfer Agreement detailing the scope, terms, and conditions of such transfer, including any training or support required for the implementation.

18. SUPPLY CHAIN AND MATERIAL SOURCING

Customer acknowledges that the manufacturing of Products may involve complex supply chains and the procurement of raw materials and components from multiple suppliers worldwide. LTSCT will make reasonable efforts to ensure the quality and reliability of such materials but does not guarantee against any disruptions or delays due to supply chain issues, including shortages of critical materials or parts.

19. PRODUCT SAFETY AND RISK MANAGEMENT

19.1. Product Safety:

LTSCT guarantees that the Products are free from material defects and are safe for use when installed and operated in accordance with the manufacturer's instructions. However, due to the technical complexity of Products, Customer is advised to follow appropriate safety and handling guidelines to minimize the risks of damage to sensitive electronic components, including handling in electrostatic discharge (ESD) protected environments.

19.2. Liability for Product Misuse:

Customer acknowledges that improper handling, use, or modification of the Products may result in product failures, safety hazards, or performance degradation. LTSCT disclaims all liability for damages or failures resulting from misuse, including but not limited to non-compliance with operating instructions, integration of

Products into non-approved systems, or use in environments not intended for the Products.

20. CONFIDENTIALITY AND NON-DISCLOSURE

20.1. Confidentiality Obligations:

Each Party agrees to maintain the confidentiality of the other Party's proprietary and Confidential Information disclosed during the term of this Agreement. The confidentiality obligations shall remain in effect for five (5) years after the termination of this Agreement.

20.2. Non-Disclosure of Technological Data:

Customer shall not to disclose any confidential technological data, design specifications, or intellectual property of LTSCT to any third party without LTSCT's prior written consent. This clause extends to any reverse engineering or attempts to extract knowledge from the Products or their components.

21. OBSOLESCENCE MANAGEMENT AND END-OF-LIFE

21.1. Product Lifecycle Management:

Due to the rapid innovation cycle in the semiconductor industry, LTSCT reserves the right to phase out or discontinue certain Products, as well as to modify or improve Products during the term of this Agreement. LTSCT will provide reasonable notice of discontinuation or end-of-life (EOL) for any affected Products, along with information on alternative or replacement products. The Customer shall have the option to place a last-time-buy Purchase Order for the discontinued products, which must be submitted within three (3) months from the date of such notice.

21.2. Customer's Responsibility for End-of-Life Products:

It is Customer's responsibility to plan for the obsolescence of semiconductor components and to secure adequate stock of Products before their EOL. LTSCT does not guarantee continuous availability of any Product beyond its announced EOL date, and any continued use of EOL Products is at Customer's own risk.

22. Assignment and Subcontracting

22.1. Assignment:

Neither Party shall assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, except that LTSCT may assign this Agreement to an affiliate or in connection with a merger or sale of substantially all of its assets.

22.2. Subcontracting:

LTSCT may subcontract any of its obligations hereunder, but LTSCT shall remain fully responsible for the performance of any subcontractor.

23. DATA PROTECTION AND CYBERSECURITY

23.1. Protection of Customer Data:

LTSCT agrees to protect Customer's data in accordance with applicable data protection laws, including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, and other relevant Indian data protection laws. LTSCT will take reasonable measures to protect Customer's data from

unauthorized access or disclosure, and will not use or share Customer data except as necessary for the performance of this Agreement.

23.2. Cybersecurity Risks:

Given the increasing risks related to cybersecurity, particularly in the industry, both Parties agree to adopt best practices in safeguarding against cyber threats. This includes securing access to semiconductor manufacturing tools, software, and systems, and responding promptly to any detected cybersecurity incidents.

24. SAMPLE PRODUCTS – WARRANTY AND USAGE RESTRICTION

24.1. The Parties acknowledge and agree that any Product samples ("Samples") provided by LTSCT are delivered AS IS and without any warranty, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. The warranty provisions set forth in this Agreement shall not apply to any Samples. In no event shall LTSCT be liable for any damages arising from the use or inability to use the Samples.

24.2. The Samples are not designed, intended, or authorized for use in, or in connection with, any life support systems, medical devices, safety equipment, or any other application where the failure of the Samples could reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. Customer agrees not to use or permit the use of the Samples for any such purposes.

25. MISCELLANEOUS

25.1. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable under applicable law, the remaining provisions shall remain in full force and effect. The Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid provision that reflects the original intent of the Parties.

25.2. The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of its right to do so in the future. Any waiver of a provision must be in writing and signed by the Party granting the waiver.

25.3. Any notice required or permitted under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by recognized overnight courier, or sent by certified mail (return receipt requested) to the addresses specified below, or to such other address as either Party may designate in writing:

Address: L&T Tech Park, S-2 Building, 10th Floor, Bellary Road, Next to Raintree Boulevard, Park View Layout, Byatarayanapura, Bengaluru, Karnataka, 560092, India

Email Communication: Finance@ltsct.com