

GENERAL TERMS OF COOPERATION

WITH THE PRODUCTION DEPARTMENT - ASSEMBLY OF PCBs

AT SEMICON SP. Z O.O. WITH ITS REGISTERED OFFICE IN WARSAW

§ 1

General Provisions

1. The General Terms and Conditions of Cooperation ("GTC") define the rules for concluding contracts for the production ("Agreement") of goods ("Goods") at the request of the Customer ("Customer") and services ("Services") provided by the **Production Department - assembly of PCBs, located at Ezopa 71A, 04-805 Warsaw**, being a part of Semicon Sp. z o. o. with its registered office in Warsaw, Zwoleńska 43/43A, entered into the register of entrepreneurs of the National Court Register, maintained by the Warsaw District Court, 20th Commercial Division of the National Court Register under the KRS number: 0000068554, VAT ID: 5260303208, REGON 001344753, share capital in the amount of PLN 50,000.00 ("**Semicon**").
2. The GTC is an attachment to the quote sent to the Customer and is an integral part of all agreements concluded by Semicon Sp. z o. o.
3. The current GTC is also available at www.semicon.com.pl - the "EMS" tab and upon request at the headquarters of Semicon Sp. z o. o.
4. The conditions for the execution of assembly by Semicon with materials entrusted by the Customer are available at:
https://www.semicon.com.pl/wp-content/uploads/2024/04/Conditions-for-assembly-from-entrusted-parts-P.PR1.F15_rev.04_16.04.2024.pdf
5. The list of components entrusted to Semicon is located at:
https://www.semicon.com.pl/wp-content/uploads/2024/04/P.PR1.F16_rev.04_16.04.2024-List_of_components_provided.xlsx

6. The Semicon website containing additional information is located at:
<https://www.semicon.com.pl/>
7. The detailed rules for processing personal data are specified in the "Privacy Policy" available on the Semicon website.

§ 2

Placing an Order

1. Placing an order for Goods/Services ("**Order**") by the Customer is preceded by Semicon's preliminary calculation of the Order. Order quote is based on the data provided by the Customer.
2. The first quote is subject to an estimated valuation. In the case of subsequent Orders, Semicon may recalculate the pricing based on actual data available.
3. The price of the Order includes the necessary technological surplus for the assembly.
4. After accepting the quote, the Customer will be entitled to place Orders. In some cases, the Parties will conclude a separate Agreement governing the details of cooperation and placing Orders. The provisions of such Agreement shall take precedence over the provisions of the GTC in the event of any conflict between the provisions in these documents.
5. The Order shall be deemed accepted upon Semicon's confirmation of the Customer's placement of the Order or Semicon's proceeding with the Order, whichever occurs first, subject to paragraph 12 below.
6. Confirmation of placing an Order may concern the fulfillment of the Order in part unless the Customer explicitly stated in the Order or offer that they are interested only in complete execution.
7. If the Parties have not agreed otherwise in writing under penalty of invalidity, the Agreement concluded between the Parties does not constitute a sale on approval or subject to inspection of the Goods.
8. The condition for successfully placing an Order is the absence of any financial arrears with Semicon. If the Customer delays in fulfilling any

obligations towards Semicon, including in particular the payment of monetary benefits, Semicon is entitled to refuse acceptance / suspend the execution of the Order until these obligations are fulfilled. The operation of Semicon described in this paragraph suspends the deadline for the execution of the Order and cannot be considered a delay in the performance of the Agreement.

9. In the case of orders with MOQ (Minimum Order Quantity) or MPQ (Minimum Packaging Quantity), the Customer is obligated to purchase from Semicon any unused Goods purchased to fulfill their Order/future Orders. The obligation described in the statement arises:
 - a. in the case of electronic and mechanical components - after 12 months from the day of their purchase by Semicon from the manufacturer.
 - b. in the case of PCBs - at the moment of issuing an invoice by Semicon.
10. In case of changes in the specification or documentation, reduction or cancellation of the Order, or if the Customer postpones the delivery date of the Order by more than 1 (one) month from the original deadline, the Customer shall reimburse Semicon for all costs incurred by Semicon with its subcontractors for ordered or accumulated materials for the execution of the respective Order.
11. If the delivery date of the Order has not been previously specified, Semicon determines this date in the Order confirmation.
12. If the confirmation of placing the Order does not specify the delivery date of the Order, the Agreement shall be deemed concluded subject to Semicon obtaining confirmation of the availability of the Goods from its supplier, which Semicon shall immediately notify the Customer of, indicating the lack of availability of the Goods or the delivery date of the Goods (fulfillment of the Agreement), no later than within 7 working days from the date of confirmation of placing the Order. Semicon shall not be liable to the Customer for the termination or expiration of the Agreement due to the non-fulfillment of the condition referred to in this paragraph. At the same time, in such a situation, the lack of indication by Semicon of the delivery term is considered as acceptance of the term specified by the Customer in the submitted Order or offer.
13. Semicon is authorized to deliver the Order before the agreed deadline.
14. Regardless of any other provisions of the GTC, agreements, offers, or Order confirmations, Semicon is entitled to unilaterally change the quantity of ordered Goods, including electronic modules and printed circuit boards (PCBs), up to a maximum of 5% of the quantity originally ordered by the Customer. In such a case, delivering a smaller or larger quantity of Goods does not constitute non-performance or improper performance of the Agreement by Semicon, and the Customer is obligated to pay for the delivered quantity of Goods.
15. Regardless of the above, in each case, the minimum Order size is the greater of the quantities resulting from MOQ or MPQ.
16. Semicon, in connection with cooperation with the Customer, may create a so-called surplus by purchasing materials or components necessary for the execution of current and future Customer Orders. The parties agree on the deadline for making the surplus available to the Customer by Semicon. Unless Semicon has indicated otherwise in writing or via email, the surplus should be used for fulfilling Customer Orders no later than 6 months from the date it was made available (excluding printed circuit boards). After this deadline, the Customer is obligated to immediately collect the entire unused surplus and make payment for it. The repurchase price of the unused surplus by the Customer, if not specified in the offer or Order confirmation, will be determined based on a separate offer.
17. In the case of executing an Order based on materials and/or PCBs provided by the Customer (both in whole and in individual parts of the Order), Semicon will confirm the acceptance of the Order for execution only after receiving and verifying the components by the warehouse. Confirmation of Order acceptance occurs no later than 72 hours after receiving all the items. When confirming the acceptance of the Order, an email message with a proposed Order execution date is sent. Failure to meet the conditions stated in the document "Conditions for assembly from materials provided by the client" may result in an extension of the Order's delivery time and

may incur additional costs. In case of any ambiguity or a situation requiring contact with the Customer, the delivery time of the Order may be extended to allow for obtaining all necessary answers.

18. The execution time of the Order may be extended in the event of unexpected circumstances, such as the need to conduct technical and/or technological consultations with the Customer, etc., which are significant for the execution of the Order. Semicon shall inform the Customer about this fact and the deadline for Order fulfillment will be suspended for the duration of the necessary arrangements. Extension of the deadline for the execution of the Order due to the reasons described in this paragraph cannot be considered as a delay in its execution and does not give rise to any additional claims on the part of the Customer.
19. Placing an Order is equivalent to accepting the GTC.
20. Semicon is entitled to cancel the accepted Order (withdraw from the Agreement) at any time if its execution is impossible or significantly hindered, among others, due to:
 - a. the disclosure of the lack of technical and technological feasibility of fulfilling the Order after conducting a DFMA analysis
 - b. lack of key human resources
 - c. limited availability of consumable materials required to fulfill the Order.
21. Cancellation of the Order due to reasons described above as not caused by Semicon excludes the possibility of any financial claims in this regard by the Customer.
22. Cancellation of the Order is done by Semicon submitting a statement in writing, under penalty of invalidity, and delivering this statement to the Customer in any form.
23. Semicon ensures complete confidentiality of transmitted data, which is guaranteed by the ability to sign an NDA agreement.
24. Semicon is not obligated to issue declarations of conformity with RoHS, REACH, and other Directives. The demand for required documents or declarations should be reported by the Customer along with the request for quotation, and at the latest when placing the Order.
25. Assembled PCBs can be subjected to X-RAY inspection and/or electrical testing using a

Flying Probe tester for internal verification of the correctness of assembly processes.

§ 3

Resumption of Orders

1. Resuming production of the Order is possible after the Customer pays an additional recurring fee. This applies to projects where the Customer is the main supplier of materials.
2. The fee covers assembly quantities for a one-time production of less than 50 (in words: fifty) pieces of individual PCBs. The amount of the recurring fee depends on the number of assembled components and the complexity level of the project.

§ 4

Payment terms

1. The payment terms for the Order are specified in the VAT invoice issued by Semicon.
2. If the basis for determining the price is a price expressed in a foreign currency, the exchange rate for this currency is the average selling rate at the National Bank of Poland (NBP) from the day before the invoice was issued. Subject to the condition that the offer is valid in the event of fluctuations in foreign exchange rates of less than 5% (in words: five percent) from those indicated in the offer.
3. The payment date is considered to be the date when the funds are credited to the Semicon bank account.
4. Semicon has the right to demand prepayment for the Order in whole or in part.
5. Semicon reserves the right to update the prices of the Order, in justified cases, until the end of the materials procurement stage.
6. Semicon may withhold the execution of the Order until the full payment of the price by the Customer.
7. In a situation where the waiting period for the procurement of materials (including PCBs) specified in the list of necessary components for the execution of the Order (so-called BOM) exceeds 3 months from the date of the Order confirmation, the Contractor shall be entitled

to issue a partial VAT invoice, covering the rate for preparation for production specified in the offer, as well as all materials purchased or secured by Semicon for the execution of the Order. A partial invoice shall be issued for an amount not exceeding 60% of the total Order value.

§ 5

Execution time of the Order and delivery conditions

1. The Production Department - assembly of PCBs at Semicon Sp. z o.o. is open from Monday to Friday from 7 am to 3 pm at the address: Ezopa 71A, 04-805 Warsaw.
2. Order pick-up is possible from Monday to Friday between 7:30 am and 2:30 pm.
3. The execution date of the Order is indicated in the Agreement or the email confirmation of the Order's acceptance by Semicon.
4. Semicon is entitled to unilaterally change the agreed-upon deadline for Order fulfillment if:
 - a. The components and/or PCBs provided by the Customer necessary for the execution of the Order are not suitable for the proper execution of the Order. If in doubt, exercising the right mentioned above does not result in Semicon accepting responsibility for defects in the Order resulting from the use of components and/or PCBs supplied by the Customer.
 - b. Force majeure occurs, hindering the execution of the Order, in particular armed conflicts, military mobilization, revolutions, serious breakdowns during work, accidents, strikes, random events or if any other events independent of Semicon occur, in particular delayed or incomplete deliveries from suppliers or subcontractors.
 - c. The conditions for the assembly by Semicon of components and/or PCBs entrusted by the Customer listed at:

<https://www.semicon.com.pl/wp-content/uploads/2024/04/Conditions-for-assembly-from-entrusted-parts-P.PR1 .F15 rev.04 16.04.2024.pdf>

are not met.

- d. There is a case referred to in § 2 para. 18.
5. If the Parties have not expressly agreed otherwise, the offer for a given Order does not include the price of issuing and collecting the Order, including the cost of insurance and its delivery by the carrier. These costs are borne by the Customer.
6. In case the Order is not collected by the Customer within the agreed deadline or if the Customer extends the agreed deadline for collecting the Order, Semicon shall charge the Customer with the full transport costs charged by the transport company and the costs of storing the Order in the amount of 500 PLN net for each commenced day of storing the Order.
7. If the Customer delays the collection of the Order and/or entrusted components and/or PCBs from Semicon's warehouse for a period longer than 7 (in words: seven) days or fails to collect the Order at the agreed time and place, Semicon shall summon the Customer to collect the Order within 7 (in words: seven) days from the date of receiving the summons. After the unsuccessful expiration of the additional deadline described in the preceding sentence, Semicon is entitled to either deliver the Order for storage or to store the Order in its warehouse, at the expense and risk of the Customer.
8. Storage costs are added to the final invoice and payable according to the terms specified in the Agreement or the GTC.
9. Delivery of the Order, unless the Parties agree otherwise, takes place by the following Incoterms 2020 rules, i.e.:
 - a. pickup by the Customer from the Semicon warehouse at Ezopa 71A, 04-805 Warsaw, Poland (Incoterms 2020 on an EXW basis), after prior agreement of the date or
 - b. shipment to the Customer (Incoterms 2020 on the basis of EXW).
10. The delivery terms are always specified in the quote referred to in § 2 para. 1.

11. In case of inability to deliver within the agreed deadline, Semicon shall promptly inform the Customer, indicating a new delivery date.
 12. Semicon is not responsible for delays in delivery or impossibility of its execution resulting (directly or indirectly) from reasons beyond Semicon's control, in particular: natural disasters, wars, terrorism, accidents, explosions, nuclear accidents, failures of machinery and equipment, sabotage, strikes or other disruptions in the availability of labor (regardless of the validity of requests), official acts or omissions of government authorities, port congestion, shortages of supplies, equipment, fuel or power, significant shortages of means of transport or any other reasons that make it impossible or extremely burdensome to perform the Agreement.
 13. The benefits and burdens associated with the Order being placed and the risk of accidental loss or damage to the Order shall pass to the Customer upon delivery.
5. The Customer loses the guarantee rights if they do not test the Order within 5 business days from the date of its receipt and do not notify Semicon of any defects within the next 5 business days. If, however, the defect is of such a nature that it could not have been detected during testing, the Customer loses guarantee rights if they do not notify Semicon of the detected defect within 5 working days from the day of its detection, but no later than 3 months from the date of Order issuance. With the complaint of a defect, the Customer is obligated to demonstrate compliance with the above terms each time.
 6. The defect notification must be submitted in writing or by email, under penalty of invalidity.
 7. The complaint ("**Complaint**") must include a description of the defects. It is recommended to attach photos of defects to the Complaint. In case of the lack of necessary data to consider the Complaint, Semicon shall inform the Customer about this fact, giving them an additional deadline of 5 working days to complete the report. Failure to complete the application may be grounds for refusing to consider the Complaint.
 8. Semicon Customer shall provide the entire Order or its part affected by defects to the location indicated by Semicon upon request to consider the Complaint.
 9. The submission of a Complaint does not exempt the Customer from the obligation to timely pay the price for the Order covered by the Complaint.
 10. Defects / faulty operation that are not covered by Guarantee or warranty and affect:
 - a. the Order and that result from mechanical damage that occurred after the Order was delivered to the Customer
 - b. Order consumable items such as primary or secondary batteries, light bulbs, and other similar products or consumables, and result from their use
 - c. the Order and are caused by improper or non-compliant use of the Order, in particular:

§ 6

Quality guarantee ("**Guarantee**") and warranty

1. Semicon is responsible to the Customer if the Order has a defect that reduces its value or usefulness with regards to the purpose resulting from the typical use of the Order, or if the Order was delivered to the Customer in an incomplete state.
2. The order sold by Semicon is covered by a Guarantee and warranty under the terms specified in the applicable laws.
3. The Guarantee Period is:
 - a. for Services performed according to the Customer's order: 12 months from the date of issuing the Order to the Customer,
 - b. for materials, components, PCBs, etc. acquired from another entity to fulfill the Order - on the terms specified by the manufacturer of the respective component,
4. By using guarantee claims, the Customer may demand: repair of the Order/replacement of the Order/price reduction for the Order in proportion to the identified defects.

- Misuse of the Order by using it contrary to its intended purpose or improper installation/connection/assembly/configuration/maintenance/operation or incorrect water or electrical infrastructure or its improper functioning or failure to meet requirements
 - Removal/replacement or modification or own attempt at repair not approved by Semicon
 - Improper storage of the Order
- d. the Order and result from damages during transportation
 - e. the Order and result from the assembly or disassembly of the Order by the Customer or a third party, for which Semicon is not responsible, as well as other negligence of the Customer or a third party, for which Semicon is not responsible
 - f. the Order and are caused by random events beyond Semicon's control, in particular: liquid spillage, contamination with food products, or the action of chemicals that may have a negative impact on the Order, moisture (e.g. due to rainfall or condensation of water vapor in variable temperatures), excessively high or low temperature, lightning strikes, etc.
 - g. the Order and are caused by incorrect voltage in the grid, improper ventilation, the action of chemical factors
 - h. the Order and result from the use of non-original or regenerated consumables by the Customer
 - i. the Order and result from the Customer's failure to provide a suitable environment for the Order, including, without limitation, thermal conditions, failure to provide proper power supply, or allowing any foreign substances, such as liquid, moisture, or dirt, to come into contact with the Order
 - j. the Order and are caused by a natural disaster, insect or pest infestation, or force majeure, including but not limited to fire or flood
 - k. the Order and are caused by any modification of the Order, using additional devices or parts, or without them
 - l. the Order and are caused by any attached mechanical, electrical or other component, not supplied and approved by Semicon
 - m. the Order and are caused by any external antenna, plug or power cable, power source, faulty additional equipment, or any external changes or modifications
 - n. the Order and are caused by leaky, faulty, or non-original accessories, including batteries not approved by Semicon
 - o. the Order and are caused by maintenance or cleaning or other periodic activities that were not previously consulted with Semicon
11. The Customer is obligated to carefully examine the condition and completeness of the shipment upon receipt, and in case of difficulties in examining the Order at the time of receipt, within 7 working days from the day of receipt of the Order, to determine any shortages or damages to the Order that occurred during transport. Failure to report these deficiencies within 7 working days from the date of receipt of the Order shall result in rejection of the Complaint.
 12. Semicon is obligated to consider the Complaint within 30 days from the date of its receipt, and if it's necessary to examine the Order by Semicon to be able to consider the Complaint, this period is counted from the date of delivery of the Order to Semicon. This term may be extended for justified reasons (ongoing Complaint process with the manufacturer, need for additional Order research, etc.).
 13. In the event of a Complaint being accepted, its execution shall occur immediately after a positive consideration of the Complaint, particularly with the time necessary to obtain the Order or component from the supplier or subcontractor.

14. The rights described in this paragraph are the only claims the Customer has against Semicon arising from defects in the Order.
15. The Customer is obligated to cooperate with Semicon at every stage of the Complaint process. Failure on the part of the Customer to cooperate as required to deal with the Complaint may be grounds for rejection of the Complaint.

§ 7

Final provisions

1. The provisions of the Civil Code and other laws apply to matters not regulated by these regulations.
2. In case of any discrepancies between the Agreement and these regulations, the provisions of the Agreement shall prevail.
3. The invalidity of any provision of the GTC for any reason shall not affect the validity of the remaining provisions.
4. Except for Orders, all statements, notifications, and reports from Semicon and the Customer related to the execution of Orders must be made exclusively in written or email form, under penalty of invalidity.
5. The parties are obligated to inform each other about a change of address, with the reservation that in the absence of such notification, correspondence sent to the previously known address is considered effectively delivered.
6. Semicon and the Customer shall strive for an amicable resolution of any disputes and the closure of the matter. If it is impossible to settle the matter amicably, in the event of a dispute between entrepreneurs, the court competent for the seat of Semicon Sp. z o. o. shall be competent to resolve the dispute, and in the case of a dispute with a consumer, the court determined according to general jurisdiction.