



## **PURCHASE ORDER ACKNOWLEDGEMENT AND TERMS & CONDITIONS OF SALE**

1. **Applicability**. The following sets forth the terms and conditions governing Coreworks' sales of products. These terms and conditions form part of any quotation, order acknowledgment, invoice or other document issued by Coreworks in relation to the sale of its products and shall, unless otherwise agreed in writing, apply to any sales contract (the "Sales Contract") entered into by and between Coreworks and the customer ("Customer") as identified in the document to which the conditions of sale contained herein is attached or referred to for Coreworks' sale of products to Customer.
2. **Delivery**. Unless otherwise explicitly specified in the Sales Contract, the delivery terms shall be ExWorks Coreworks' facility in accordance with INCOTERMS 2020. Delivery date is indicated as accurately as possible but is not subject to condition, warranty, or representation. Coreworks shall use its good efforts to deliver the products by the applicable scheduled delivery dates.
3. **Price**. All products are sold and prices are quoted ExWorks as per INCOTERMS 2020. The purchase price for the products includes Coreworks' standard airfreight packing, but does not include freight charges, or applicable taxes (including VAT), duties or levies (which will be charged extra by Coreworks, if applicable).
4. **Payment terms**. All amounts will be due and payable to Coreworks within thirty (30) days following the date of the invoice from Coreworks. Any amount not paid when due will thereafter bear interest until paid at a rate equal to one and one-half percent (1.5%) per month or the maximum amount allowed by applicable law, whichever is less. In the event of payment default by Customer (whether related to this transaction or other transaction), Coreworks may, at its sole discretion, withhold or cancel any further delivery of products to Customer.
5. **Warranty**. Coreworks warrants that, during a

period of two (2) years from the date of manufacturing of the product, unless another time period is explicitly agreed in the Sales Contract, the product will be free from major defects in material and workmanship and will meet agreed technical specification in all major aspects. Coreworks' sole and exclusive liability under this warranty shall be limited to repair or replacement of the defective item (at Coreworks' option) at no additional charge, always provided that: (i) the defect is not cause by any inter-working equipment; (ii) Customer has not, or attempted to, amend, alter, modify or repair the defective products in any way otherwise than as instructed in writing by Coreworks; (iii) Customer has used the product in strict accordance with the documentation and the Sales Contract and any other instructions given in writing and provided that the products has not been used for any other purposes than that for which it was designated; and (iv) the defect is not a result of fair wear and tear, accidents, negligent or willful acts or omissions of Customer.

Customer must receive a return material authorization number (RMA number) from Coreworks prior to returning defective products covered by the warranty in this Clause 5. Products returned without such number will immediately be returned to the Customer on Customer's cost for transportation and risk of loss. All transportation costs and risks of loss incurred with respect to the repair and/or replacement of defective products shall be borne by Customer when returned to Coreworks and by Coreworks when returned to Customer (subject to the exemption stated above), transportation being normally scheduled surface carrier, unless otherwise agreed. Customer undertakes to comply with Coreworks' instructions concerning disposal of defective products.

EXCEPT FOR THE FOREGOING WARRANTY, COREWORKS DISCLAIMS ALL OTHER WARRANTIES, WHETHER IMPLIED, EXPRESS,



OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTY OF NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. **Force majeure.** Coreworks shall not be liable for delay in performance or failure to perform in whole or in part under these terms and conditions due to causes beyond the reasonable control of Coreworks, including, without limitation, strike, labor disputes, shortages of material, pandemic or epidemic, war, riot or civil commotion, acts of the public enemy, insurrection, sabotage, or fire, flood or other acts of God. The period for performance for the party affected by such a cause shall be extended by the duration of the condition, provided, however, if any such delay shall continue for more than 120 days from the start of the cause of delay, the quantities undelivered during such period of delay or to be delivered, may be cancelled by mutual written agreement without liability to Coreworks.
7. **Non-disclosure.** All Proprietary Information (as defined below) disclosed or received under a Sales Contract shall be strictly confidential and Customer undertakes to, except as otherwise specifically authorized in writing by Coreworks: (i) treat and protect all Proprietary Information as strictly confidential information and not disclose Proprietary Information to any third party (including any third party person or third party company as well as any company controlling, under control by or under common control with Customer); (ii) not to use Proprietary Information otherwise than for the purpose of the Sales Contract and not to disseminate, forward or disclose Proprietary Information among its employees otherwise than to the extent strictly required for this purpose; and (iii) not reproduce or copy, in whole or part (except for in a manner and purpose

consistent with the purpose of the Sales Contract), Proprietary Information.

Nothing contained in this Clause 7 shall be construed as granting or conferring upon Customer, whether explicit or implicit, any rights and licenses of any intellectual property rights.

The obligations of Customer set out in this Clause 7 shall survive the termination of the Sales Contract.

"Proprietary Information", shall mean Coreworks' proprietary information, trade secrets and intellectual property rights, such as, without limitation, any information related to the products, technical, financial and commercial information and data relating to Coreworks and Coreworks' supplier's businesses, finances, planning, facilities, products, techniques and processes and shall include, but is not limited to discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, tools, marketing plans, customer names and other technical, financial or commercial information and intellectual property rights, regardless of media, whether in writing or other tangible or in oral form.

8. **Rescheduling.** For any product that has NOT been designated NCNR, Customer may reschedule one (1) time only any delivery of goods (rescheduling terms noted below) upon Coreworks' receipt of written notice from Customer to do so within the following notice prior to the originally scheduled shipment date:
- 0-50% of published lead time from shipment - No rescheduling allowed.
  - 50-100% of published lead time from shipment – Shipment date may be postponed anytime within the same calendar quarter as the original shipment date with no further right to reschedule.
  - >100% of published lead time from



shipment - No

- rescheduling timeframe limitation with no further right to reschedule.

9. **Intellectual property.** Any and all intellectual property rights (including without limitation trade secrets, patents, trade dress, trademark, trade name, and copyright) relating to the products shall remain to be Coreworks' exclusive property, and Customer shall have no right, title, or interest therein. Customer may not reverse engineer the products.
10. **Limitation of liability.** Any liability of Coreworks arising from or relating to this transaction (including without limitation the products and any related services provided by Coreworks), whether based on contract, warranty, equity, indemnity, tort (including Coreworks' negligence), intended conduct, strict liability, or otherwise will be limited to the purchase price then already received by Coreworks under a Sales Contract for the products that give rise to such liability. IN NO EVENT SHALL COREWORKS BE LIABLE FOR ANY LOSS OF PRODUCTION, LOSS OF PROFIT, LOSS OF USE, LOSS OF BUSINESS OR MARKET SHARE, LOSS OF DATA, REVENUE OR ANY OTHER ECONOMIC LOSS, WHETHER DIRECT OR INDIRECT, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS TRANSACTION, WHETHER BASED ON ACTION OR CLAIM IN CONTRACT, WARRANTY, EQUITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH DAMAGES ARE FORESEEABLE.
11. **Termination.** Either party may terminate a Sales Contract by notice in writing to the other party on the occurrence of any of the following events: (a) if the other party has committed a material breach of the Sales Contract, and not rectified the same within a thirty (30) day time period after receipt of a written notice from the other party specifying the breach; and (b) if the other party shall pass a resolution, or any

competent court shall make an order, that the other party shall be wound up or if a trustee in bankruptcy, liquidator, receiver, or manager on behalf of a creditor shall be appointed and such order/appointment is not revoked within thirty (30) days or if it otherwise is reasonably likely that the other party is insolvent. Further, Coreworks may terminate a Sales Contract in the case of any breach by Customer of Clause 7 above.

In addition to the above, should a cause of force majeure continue for more than six (6) months, then either party shall have the right to terminate the Sales Contract upon thirty (30) days written notice. If the Sales Contract is terminated because of force majeure, Coreworks shall be entitled to payment and compensation by Customer for any products delivered by Coreworks to Customer at the time of termination of the Sales Contract.

12. **Export regulations.** The products delivered by Coreworks may be subject to European or U.S. regulations restricting export thereof or of finished products containing the products. Customer is therefore advised to ascertain the status of the products in this respect and shall comply strictly with all legal and regulatory requirements for export of the products and agrees not to export, directly or indirectly, any products or related technical data or information without any required export licenses or other required governmental approvals. Customer shall indemnify and keep Coreworks harmless against any breach of Customer of this Clause 12.
13. **Assignment.** The Sales Contract may not be assigned in whole or in part by Customer without the prior written consent of Coreworks. Coreworks may assign the Sales Contract to any company within the Coreworks group without Customer's consent. Customer further consents to the assignment of any rights of Coreworks in relation to any receivables arising under the Sales Contract to any financial institution or other third party. Notwithstanding any other provision hereof, Customer hereby





consents to the disclosure of such information in relation to the Sales Contract as may be necessary for Coreworks to assign any receivables to any financial institution or third party.

14. **Other terms.** All quotations, orders, and invoices issued pursuant to this transaction shall be subject to the terms and conditions set forth herein. Except as otherwise specifically agreed in writing by both parties, any terms and conditions contained in any quotation, order, invoice or any other document delivered by one party to the other party pursuant to this transaction that are in addition to, or in conflict with or inconsistent with the terms and conditions set forth herein shall be of no force or effect.

15. **Entire agreement.** This document and the Sales Contract shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall not be modified except by a written agreement duly executed by both parties.

16. **Governing law and arbitration.** The Sales Contract (including these general terms and conditions) shall be governed by and construed in accordance with the substantive laws of Texas.

Any disputes arising under or relating to the Sales Contract (including these general terms and conditions), including without limitation the products and any related services provided by Coreworks pursuant hereto, shall be finally settled under the expedited procedures of the American Arbitration Association by one (1) arbitrator. The arbitrator shall be a retired judge selected from the panel of available arbitrators. The arbitration shall be held in Travis County, Texas, and the proceedings shall be held in the English language. The arbitrators' award shall be final and binding, and judgment thereon may be entered in any court having jurisdiction over the party against which enforcement is sought; provided that any such award rendered by the arbitrators shall be strictly in conformance to and in accordance

with the terms and conditions set forth herein, including without limitation the limitation of liability provisions contained herein. The parties undertake and agree that all arbitral proceedings conducted under this Clause shall be kept confidential, and all information, documentation, materials in whatever form disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings.

In the event of any dispute between the parties, the parties hereby knowingly and voluntarily agree that any and all matters shall be decided by a judge or arbitrator without a jury to the fullest extent permissible under applicable.