SeSemi Electronics LTD
Terms and Conditions of Sale

1. GENERAL
SeSemi Electronics Ltd. Of Unit 3, Garlands Trading Estate, Cadley Road, Collingbourne Ducis, SN8 3EB shall be referred to as “SeSemi Electronics Ltd”. The party placing purchase order shall be referred to as “Buyer”. The terms and conditions of sale contained herein shall apply to all quotations and offers made by and purchase orders accepted by SeSemi Electronics Ltd. These terms and conditions contained herein shall govern, and acceptance of Buyer’s order is conditioned upon Buyer’s acceptance of the terms and conditions contained herein irrespective of whether the Buyer accepts these conditions by a written acknowledgement, by implication, or acceptance and payment of goods ordered hereunder. SeSemi Electronics Ltds failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein. Any changes in the terms and conditions of sale contained herein must specifically be agreed to in writing by both parties.

2. PRICING
Prices are quoted in USD / STG/ EURO, whichever is applicable to the Buyer, and are subject to modification or withdrawal without notice if changes are implemented by a manufacturer or fluctuations in exchange rates occur. Unless otherwise specified or required by law, all prices will be quoted and invoiced FOB Collingbourne Dusic.

3. TERMS OF PAYMENT
Terms of payment shall be thirty (30) days from the date of SeSemi Electronics Ltd invoice. SeSemi Electronics Ltd reserves the right to require payment in advance or C.O.D and otherwise to modify credit terms based on the financial condition of the Buyer. SeSemi Electronics Ltd also reserves the right to withhold orders due to overdue accounts.

4. TITLE AND DELIVERY
SeSemi Electronics Ltds liability to deliver ceases upon making delivery of material purchased hereunder to carrier at shipping point in good condition; the carrier acting as Buyer’s agent. All claims for damages must be filed with the carrier. Notifications for shortages must be made within seven (7) days after arrival of shipment. SeSemi Electronics Ltd assumes no responsibility for delay, breakage or damage after having made delivery in good order to the carrier. Title of the material remains with the SeSemi Electronics Ltd until the invoice is paid in full.

5. ACCEPTANCE
The Buyer shall reject nonconforming products within thirty (30) days of receipt of each shipment. Failure to notify SeSemi Electronics Ltd in writing of nonconforming products within such period shall be deemed an unqualified acceptance.

6. NON-CANCELLATION AND NON-RETURNABLE (NCNR)
Any products or orders classified as Non-Cancellable, Non-Returnable (NCNR) will be clearly indicated as such during the quotation stage. The NCNR status will be explicitly highlighted in the quotation provided to the customer. By proceeding with an order in response to a quotation where products or orders are marked as NCNR, the customer acknowledges and agrees that the order is subject to NCNR terms. This means that once the order is placed, it cannot be cancelled, and the products cannot be returned under any circumstances. By submitting a purchase order following an NCNR quotation, the customer confirms their acceptance of these terms, and no alterations or exceptions will be permitted.

6. WARRANTY
SeSemi Electronics Ltd warrants that the products covered hereby shall be free from defects in workmanship and materials, and shall conform to SeSemi Electronics Ltd. Published specifications or other specifications accepted in writing by SeSemi Electronics Ltd. for a period of twelve (12) months following the date of shipment. The foregoing warranty does not apply to any products which have been subject to misuse (including static discharge), neglect, accident, or modification or which have been soldered or altered during assembly and are not capable of being tested by SeSemi Electronics Ltd under its normal test conditions. SeSemi Electronics Ltd. shall make the final determination as to the existence or cause of any alleged defect. SeSemi Electronics Ltds sole obligation to Buyer hereunder for products failing to meet the aforesaid warranty shall be, at SeSemi Electronics Ltds discretion, to replace the nonconforming product or issue Buyer credit for the purchase price of the

nonconforming product where; 1) SeSemi Electronics Ltd has received written notice of any nonconformity within thirty days and 2) after being issued with a SeSemi Electronics Ltd RMA (Return Material Authorization number to do so Buyer has returned the nonconforming product to SeSemi Electronics Ltd, freight prepaid, and 3) SeSemi Electronics Ltd has determined that the product is nonconforming and that such nonconformity is not a result of improper installation, repair, test, or other misuse by Buyer. Any non-conforming product received without the SeSemi Electronics Ltd RMA will be returned
THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE OR A PARTICULAR PURPOSE. SESEMI ELECTRONICS LTD NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION OR USE OF ITS PRODUCTS AND SESEMI ELECTRONICS LTD MAKES NO WARRANTY WHATSOEVER FOR PRODUCTS NOT MANUFACTURED BY SESEMI ELECTRONICS LTD. SESEMI ELECTRONICS LTD SHALL NOT BE LIABLE FOR DAMAGES DUE TO DELAYS IN DELIVERIES OR USE AND SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES OF ANY KIND, WHETHER ARISING FROM CONTRACT, TORT OR NEGLIGENCE.

7. FORCE MAJURE
All orders will be shipped from UK. SeSemi Electronics Ltd will use its best efforts to fill all orders according to the agreed schedule and quantity. SeSemi Electronics Ltd shall not be responsible for any failure to perform due to unforeseen circumstances or to cause beyond SeSemi Electronics LTDs control. Examples of such causes are acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, shortages of transportation facilities, fuel, labour or materials or for any other causes beyond SeSemi Electronics LTDs reasonable control.

8. CANCELLATION
No cancellations will be accepted, reschedules within agreed periods can be considered.

9. IMPLIED TERMS
Customer accepts the implied terms stated on our quotations in relation to NCNR product at order placement stage.

10. LIMITATION OF LIABILITY
SeSemi Electronics Ltds liability under or for breach of this agreement shall be limited to refund of the purchase price of the product. In no event shall SeSemi Electronics Ltd be liable for costs of substitute goods, loss of profit or consequential damage, however caused, whether for breach of warranty, breach of contract, negligence or otherwise.

11. CONTROLLING LAW
The terms and conditions contained herein shall be governed by and construed under the laws of the England.

12. GENERAL LEGAL
Each shipment made hereunder shall be considered a separate transaction. In the event of any default by Buyer, SeSemi Electronics Ltd may decline to make further shipments. If SeSemi Electronics Ltd elects to continue to make shipments, such action shall not constitute a waiver of any default by Buyer or in any way affect SeSemi Electronics Ltds legal remedies for such default.
The terms and conditions herein, constitute the entire contract between the parties and supercede all previous communications, whether oral or written. Any changes to this contract must be made only upon mutual agreement of the parties in writing.
In the event that any section of these terms and conditions are deemed unenforceable, the remaining sections shall remain in force.

13. IMPORT / EXPORT
Buyer agrees to comply with all applicable laws and regulations of the United Kingdom and of the destination country. Buyer understands that SeSemi Electronics Ltd is subject to regulation by UK

Government Export Department, which prohibits export or diversion of SeSemi Electronics Ltds products to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable U.K. Laws and regulations. . Buyer shall hold harmless and indemnify SeSemi Electronics Ltd for any damages resulting to SeSemi Electronics Ltd from a breach of this paragraph by Buyer.

14. LIFE SUPPORT APPLICATIONS
SeSemi Electronics products are not designed for use in life support appliances, devices or systems where malfunction of a SeSemi Electronics product can reasonably be expected to result in a personal injury. SeSemi Electronics customers using or selling SeSemi Electronics products for use in such applications do so at their own risk and agree to fully indemnify SeSemi Electronics for any damages resulting from such improper use or sale.

Effective June 2019