IMEC GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

Definitions

☐ **Agreement**: the contract between IMEC and the Supplier formed upon acceptance of an Order, comprising (i) any written agreement (such as a master agreement or specific agreement); (ii) any applicable SOW; (iii) any other mutually agreed-upon written terms, including confirmed email communications or attachments to the Order; (iv) these GTCP; and (iv) the applicable Order. All such documents shall form part of the Agreement only to the extent that they are signed by both parties or, in case of (iii) expressly confirmed in writing (including by email) by the receiving party without reservation; for the avoidance of doubt, silence or failure to respond shall not constitute acceptance. This Agreement governs the rights and obligations of both parties concerning the procurement of Goods and/or Services.

☐ **Confidential Information**: all information and data of a confidential nature, in any form, disclosed by IMEC to the Supplier, directly or indirectly, in connection with an Order, that (i) is marked as confidential, or (ii) should reasonably be considered confidential given its nature or the circumstances of disclosure. Confidential Information includes, without limitation, proprietary, technical, commercial, operational, financial, developmental, marketing, sales, performance, cost, process and business information, know-how, computer programming techniques, and any records or media disclosing such information, whether disclosed orally, in writing, electronically or otherwise. Confidential Information expressly excludes Trade Secrets.

☐ **Force Majeure**: an inevitable and unforeseen event beyond a party's control that prevents performance of contractual obligations.

☐ **GTCP:** IMEC's general terms and conditions for the purchase of Goods and/or Services, as outlined in this document.

☐ **Goods** or **Good**: the items, equipment, components, materials or other physical products to be supplied by the Supplier to IMEC, as described in the Order. This includes standard or off-the-shelf software, whether embedded in the Goods, delivered on a physical medium, or made available electronically under a license.

☐ **IMEC**: refers to 'Interuniversitair Micro-Electronica Centrum VZW' or any other entity belonging to the IMEC group, which acts as the customer as stated in the Order.

☐ **IMEC Data:** any non-public data or information, in any form, provided by or on behalf of IMEC to the Supplier, or generated or obtained by the Supplier in connection with the Agreement, including, without limitation, technical, operational, business, system and performance data, as well as Personal Data and Confidential Information, each as defined in these GTCP.

☐ **Order**: a written purchase order issued by IMEC for the procurement of Services and/or Goods from the Supplier.

☐ **Personal Data**: any information about an identified or identifiable natural person, as defined under applicable data protection laws.

☐ **Services** or **Service**: the work, labor, consultancy, or any other form of professional assistance provided by the Supplier to IMEC, as described in the Order. This includes the development, customization, maintenance, integration, or support of software.

☐ **Statement of Work** or **SOW**: a document mutually agreed upon by the parties that defines the specific scope, deliverables, timeline, responsibilities, pricing and other relevant details relating to the performance of certain Services or the delivery of specific Goods under this Agreement.

☐ **Supplier**: the entity providing Goods and/or Services to IMEC, as specified in the Order.

☐ **Trade Secrets**: means information that meets the criteria for protection as a trade secret under applicable law.

1. **Applicability and Scope.** These GTCP apply to every Order issued by IMEC. Unless expressly stipulated otherwise in a specific provision of the Agreement, these GTCP shall apply in full. In the event of a conflict or inconsistency between the various components of the Agreement, the following order of precedence shall apply (in descending order):

1. Any written agreement (such as a master agreement or specific agreement) executed by both parties;
2. Any applicable SOW;
3. Any other mutually agreed-upon written terms, including confirmed email communications or attachments to the Order;
4. These GTCP;
5. The applicable Order issued by IMEC;

In case of any such conflict, the higher-ranking document shall prevail only to the extent of the contradiction, and all non-conflicting provisions of the lower-ranking document shall remain fully applicable. IMEC is not bound by and hereby expressly rejects any general terms and conditions of the Supplier, even if referenced in an offer, order confirmation, invoice, delivery note or other document, unless explicitly accepted in writing by IMEC.

2. **Quotations**. In the event the Supplier submits a quotation, this quotation must be final, precise and complete, covering all elements necessary for the full and ready-to-use delivery of the proposed Services and/or Goods. Quotations must comply with all applicable legal and administrative regulations and shall be provided to IMEC free of charge. If the Supplier intends to subcontract any portion of the Order, the subcontractor must be explicitly mentioned in the quotation and prior written approval from IMEC is needed.

3. **Orders and Acceptance of Orders**. Orders are placed in writing via email by IMEC's purchase department. The Supplier shall verify the Order for any obvious errors (e.g., typos, calculation errors) or incomplete information, including attached documents, and shall notify IMEC immediately if corrections are required. The Agreement shall only be concluded once such errors or omissions have been resolved. The Supplier shall confirm acceptance of the Order in writing within five (5) business days. Fulfillment of the Order without reservation, such as shipping the Goods or executing the Service(s), shall likewise be deemed full acceptance of the Order.

4. **Order Modifications**. Any proposed modification by the Supplier regarding the scope, specifications, or quantity of an Order must be discussed with IMEC in advance. Execution of such modifications is only permitted if IMEC provides prior written approval. If IMEC requests modifications to the scope, specifications, or quantity of the Order, and such changes impact pricing, delivery timelines, or other contractual terms, the Supplier shall submit to IMEC, in writing and within ten (10) business days from IMEC's request, a proposal of any necessary adjustments. Such proposal shall be made in good faith and must be reasonable, proportionate and limited to the actual consequences of the requested modification. IMEC shall review the Supplier's proposed adjustments in good faith. The Order shall only be deemed modified upon IMEC's explicit written acceptance of the revised terms. If IMEC does not accept the proposed adjustments, the original Order shall remain in force under the initially agreed terms, unless IMEC decides to withdraw or cancel the Order in whole or in part. In such case, the Supplier shall be entitled to compensation solely for reasonable expenditures already incurred regarding the Order and duly notified to IMEC. If the Supplier fails to respond within the given timeframe of ten (10) business days, the requested modifications shall be deemed accepted without any change to the originally agreed price and delivery schedule.

5**. Delivery and Performance**.

5.1. General Delivery and Performance Terms.

- The Supplier shall deliver Goods and perform Services in strict accordance with the specifications, such as location and timeline, set forth in the Order, which are binding. Early performance or delivery may only be done with IMEC's prior approval.
- If execution is delayed, the Supplier must inform IMEC immediately, providing details of the delay and proposed mitigation measures.
- If the delay exceeds fifteen (15) business days, IMEC is entitled to declare the Order legally null and void.
- In case of any delay, IMEC reserves the right to claim an additional compensation for all proven damages.
- If a Force Majeure event occurs, delivery and execution deadlines shall be extended by a mutually agreed reasonable period. If this extension is no longer useful to IMEC, IMEC may, without prior written notice, terminate the Agreement in whole or in part. Upon such termination, the Supplier must promptly collect any delivered Goods and refund any advance payments.

5.2. Delivery of Goods.

- Unless otherwise agreed in writing or specified in the Order, Goods shall be delivered DDP (Delivered Duty Paid) Incoterms 2020 to the delivery address stated in the Order.
- If delivery is delayed, the Supplier must inform IMEC immediately, providing details of the delay and proposed mitigation measures. IMEC reserves the right to request expedited shipping at no additional cost to minimize anticipated delays.
- Each delivery must include a delivery note specifying the date of issue, the shipment date, the order number, the delivery contents (article numbers and quantities), and, for each item, the applicable Harmonized System (HS) code, Export Control Classification Number (ECCN), and country of origin. For shipments originating outside the European Union, the Supplier shall also provide a shipping invoice that includes the same information.
- Risk and legal title to the Goods shall transfer to IMEC upon acceptance. Acceptance shall occur in accordance with the specific procedure set out in the contractual document that prevails in accordance with the agreed order of precedence under the Agreement. In the absence of such procedure, acceptance shall occur either (i) upon written confirmation by IMEC, or (ii) by lapse of five (5) business days after delivery without written rejection. Until acceptance (whether express or deemed), the Supplier remains responsible for any loss of or damage to the Goods, unless such loss or damage is caused by IMEC's gross negligence or willful misconduct. For the avoidance of doubt, acceptance under this article refers solely to the legal transfer of risk and title. It does not require or imply that a physical inspection has taken place, and shall not be construed as evidence that the Goods conform to the Agreement. IMEC's right to inspect and test the Goods, and to reject them in case of non-conformity, whether before or after acceptance, remains unaffected and shall be exercised in accordance with Article 7. Any retention of title clause in the general terms or any other document of the Supplier is not enforceable against IMEC unless explicitly agreed in writing by IMEC.

6. **Price and Payment Terms**.

6.1. Binding Price. The price specified in the Order is binding and includes all the Supplier's Services and/or Goods and ancillary costs, unless otherwise agreed in writing. This includes but is not limited to assembly, installation, proper packaging, transportation costs, and any required transportation and liability insurance.

6.2. Invoicing Requirements.

Non-Belgian suppliers must send all invoices in PDF format to: invoices@imec.be.
Belgian suppliers must send all invoices resulting from this agreement exclusively electronically via the PEPPOL network. Invoices that are not submitted via Peppol are considered non-compliant and are not legally valid.

All suppliers' invoices must clearly state the applicable Order number and, where the invoice concerns Goods, include all required Intrastat (statistical) information, such as the commodity code, weight, and place of departure.

6.3. Currency and VAT. Unless otherwise agreed in writing, all prices are net in euro and exclusive of VAT. If the Order is subject to any applicable VAT, the Supplier shall charge this VAT, which shall be paid by IMEC in addition to the prices quoted.

6.4. Payment Terms. Unless otherwise agreed in writing, the invoices are payable within sixty (60) calendar days on receipt of the invoice. In the case of a bank transfer, payment is considered timely if IMEC's transfer order is received by its bank before the payment due date. IMEC is not responsible for any delays caused by the banks involved in the transaction.

6.5. Suspension of Payment. If IMEC submits a written complaint regarding non-completion, a defect or a failure to meet performance standards, the payment period is suspended until the Supplier has adequately corrected the defect in compliance with article 7.

6.6. Default Interests. Interests for late payment shall only accrue after IMEC has received a formal written notice of default from the Supplier. The maximum annual default interest amounts to the reference interest rate set by the European Central Bank for basic refinancing operations, increased by eight (8) percentage points and rounded down to the lower half percentage point.

6.7. Offset and Retention. IMEC is entitled to offset, retain payments, and invoke the defense of an unfulfilled contract as permitted by law.

7. Inspection and Non-Conformity.
7.1. Precedence of Specific Procedures. If any component of the Agreement having higher precedence than these GTCP stipulates a specific procedure for the inspection, testing, or acceptance of Goods and/or Services, such specific procedure shall take precedence over the general provisions of this Article. In the absence of such specific provisions, the terms of this Article shall apply.

7.2. General Right of Inspection. IMEC may inspect, examine and/or test the Goods and/or Services at any time before, during, or after delivery or performance. Such inspection can be carried out directly by IMEC or by a designated third party. The Supplier shall provide all reasonable access, assistance and cooperation to facilitate such inspections. The absence of inspection does not relieve the Supplier of its obligations nor affect IMEC's right to invoke non-conformities. Inspection is an operational quality control measure and is distinct from the legal acceptance defined in article 5.2. which governs the transfer of risk and legal title.

7.3. Notification of Defects. IMEC may notify the Supplier in writing of any non-conformity in the Goods and/or Services, whether apparent upon delivery or discovered at a later stage. Defects that are reasonably detectable upon delivery (including visible damage, quantity discrepancies, or documentation errors) shall be notified within fifteen (15) business days following delivery or completion of the Services. Defects that are not reasonably detectable at the time of delivery (latent or hidden defects) shall be notified within fifteen (15) business days from the date of their discovery. Notification within these timeframes shall be deemed timely.

7.4. Remedies in Case of Non-conformity. If IMEC identifies any non-conformity, it may reject the Goods and/or Services and notify the Supplier in writing. The Supplier shall, at its sole expense, immediately correct, repair, replace, or re-perform the non-conforming Goods and/or Services. Any rejected Goods shall be placed at the Supplier's disposal.

8. Modifications and Discontinuation of Goods and Services. If the Supplier plans to discontinue, replace, or substantially modify any Goods and/or Services supplied to IMEC - including standard or custom software, whether embedded or delivered separately - it shall notify IMEC in writing at least six (6) months in advance. The notification shall clearly specify:
- the nature and scope of the modification or discontinuation;
- the proposed date of implementation;
- where applicable, suitable replacement Goods, Services or technical alternatives.
The Supplier may only implement a modification with IMEC's prior written consent. If, as a result of the proposed modification, the Goods and/or Services no longer meet IMEC's requirements, IMEC is entitled to cancel the affected Order in whole or in part, with immediate effect and without cost or liability.

9. Transition and Continuity of Supply. In the event that the provision of Goods and/or Services is taken over, in whole or in part, by IMEC itself, an affiliate of IMEC, or another supplier designated by IMEC, the Supplier shall cooperate fully and in good faith to ensure a smooth and uninterrupted transition. Such cooperation shall include, without limitation:
- the timely transfer of relevant documentation, technical information, and configurations;
- the return or handover of equipment, software, data, materials, and other IMEC property;
- reasonable assistance to the new supplier or internal team during a transitional period designated by IMEC.
If, at the date of termination or expiry of the Agreement, the transition has not yet been completed, the Supplier shall continue to provide transition assistance until the handover is finalized. The Supplier shall continue to perform its contractual obligations without disruption during this transition period and shall remain entitled to the compensation applicable under the Agreement during the transition period. However, the Supplier shall not be entitled to any additional compensation for the transition assistance, unless expressly agreed in writing in advance by IMEC. This article shall survive termination or expiry of the Agreement.

10. Warranty.
10.1. Supplier's Warranty Obligations. The Supplier warrants that all Goods and/or Services shall:
- comply with the agreed specifications, applicable laws, the highest industry standards and best practices,
- be accompanied by all required documents at the moment of delivery,
- be free from any (visible or hidden) defects,
- be suitable for the purpose they are intended for as known or reasonably foreseeable by the Supplier,
- not infringe any third-party rights, including intellectual property rights.

10.2. Warranty Period. The warranty period for Goods shall be two (2) years as from the date of delivery in accordance with article 5. The warranty period for Services shall be:
- twelve (12) months from acceptance by IMEC in case the Services concern the development, customization, integration or maintenance of software;
- ninety (90) calendar days from acceptance by IMEC for all other Services.

10.3. Supplier's Obligation to Remedy Defects During the Warranty Period. If IMEC identifies a defect in the Goods and/or Services during the warranty period, it will notify the Supplier in writing, specifying the nature of the defect and setting a reasonable timeframe for remedy, based on the urgency of the situation. The Supplier shall, at no cost to IMEC, promptly repair or replace the defective Goods and/or re-perform or correct the defective Services, at IMEC's discretion, within the timeframe specified in the notification, unless the Supplier proves that the defects result from an improper use by IMEC. All associated costs including those for assembly, disassembly, transport and re-testing shall be borne by the Supplier. If the Supplier fails to remedy the defect within the given timeframe, IMEC may, after prior notice, remedy the defect itself or have it remedied by a third party at the Supplier's expense. In such case, IMEC shall be entitled to reimbursement for costs already incurred, or may request an advance payment from the Supplier for costs yet to be incurred.

10.4. Additional Remedies. If the Supplier fails to fulfill its warranty obligations, IMEC is entitled, in accordance with applicable law, either to reduce the purchase price, or to terminate the Agreement and claim compensation for damages and related expenses.

11. **Compliance and Regulatory Requirements.**
11.1. General Compliance. The Supplier guarantees that all Goods and/or Services delivered to IMEC shall comply with all applicable laws, regulations, and international standards governing or otherwise applicable to their manufacture, transport, sale, use and performance. This includes but is not limited to, anti-bribery, anti-corruption, transport and handling of dangerous goods, environmental and hazardous substances, conflict minerals, export control, data protection, artificial intelligence, as well as IMEC's internal policies. The Supplier shall ensure continuous compliance by its personnel and subcontractors and shall promptly inform IMEC (i) of any relevant legal or regulatory changes affecting the Goods and/or Services, and (ii) if, as a result of such changes or otherwise, the Goods and/or Services no longer comply with the requirements of this article. Upon request, the Supplier shall provide IMEC with reasonable evidence of such compliance.

11.2. Transport and Handling of Dangerous Goods. When presenting or transporting dangerous Goods, the Supplier must strictly comply with all applicable legal regulations, international treaties, conventions and carriers' agreements. Upon IMEC's request, the Supplier will provide IMEC with written information concerning the composition of these dangerous Goods, to ensure compliance with transport, storage and handling requirements.

11.3. Environmental and Hazardous Substances Compliance. The Supplier guarantees compliance with all applicable international, regional, national and local laws, rules, regulations and standards, relating to environmental protection, hazardous substances, and product safety. This includes, but is not limited to, compliance with the following EU Legislation, as amended or replaced from time to time, including any implementing or delegated acts and official guidance:
- Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (the "REACH Regulation");
- Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (the "RoHS 2 Directive");
- Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures (the "CLP Regulation");
- Regulation (EU) 2019/1021 of the European Parliament and of the Council of 20 June 2019 on persistent organic pollutants (the "POP Regulation");
- Regulation (EU) No 528/2012 of the European Parliament and of the Council of 22 May 2012 concerning the making available on the market and use of biocidal products (the "BPR Regulation");

- Regulation (EU) 2023/956 of the European Parliament and of the Council of 10 May 2023 establishing a carbon border adjustment mechanism (the "CBAM Regulation");
- Regulation (EU) 2024/573 of the European Parliament and of the Council of 7 February 2024 on fluorinated greenhouse gases (the "F-gas Regulation").

The Supplier shall provide IMEC with all necessary information and documentation, including Safety Data Sheets, for all chemical substances contained in the Goods or used for their manufacture in accordance with REACH and CLP Regulations. Each Safety Data Sheet must comply with annex II of the REACH Regulation and contain accurate and complete information on classification, safe handling, storage, and disposal. The Supplier shall properly and timely inform IMEC of any restriction, authorization, requirement, listing or regulatory measure set forth by any of the above EU legislation or otherwise undertaken by the relevant authorities in the implementation or enforcement of such legislation, that impact or may impact the use, sale, transport or disposal of the Goods or any chemical substance contained therein. The Supplier shall bear all costs, charges and expenses related to any regulatory obligation, including the pre-registration, registration or evaluation of chemical substances contained in the Goods under REACH Regulation (contact: chemicals@imec.be). Hazardous, dangerous, explosive, inflammable or toxic Goods must be properly marked and the Supplier assumes all liability, direct or indirect, because of failure to comply. The Supplier shall, in addition, properly label all Goods in accordance with the CLP Regulation.

11.4. Responsible Sourcing of Minerals. The Supplier shall ensure that any columbite-tantalite (tantalum), cassiterite (tin), wolframite (tungsten), gold, or their derivatives (collectively, the "3TG's") contained in the Goods are sourced in accordance with the due diligence obligations set out in Regulation (EU) 2017/821, as amended or replaced, and the OECD Due Diligence Guidance for Responsible Supply Chains. The Supplier shall apply equivalent due diligence to other high-risk minerals used in the Goods, including but not limited to cobalt, lithium, and mica, in line with the same OECD Guidance. The Supplier shall implement and maintain appropriate internal policies, procedures, and management systems to ensure responsible sourcing, and shall ensure that its own suppliers are contractually bound to adhere to equivalent standards. Upon request, the Supplier shall provide IMEC with sourcing and compliance documentation.

11.5. Export Control and Sanctions Compliance. The Supplier shall comply with all applicable export control and economic sanctions laws and regulations (collectively the "Export and Sanctions Regulations") including those imposed by the European Union, the United States, the United Nations, and any other relevant jurisdictions. The Supplier is responsible for determining the applicability of such regulations and ensuring full compliance. The Supplier represents and warrants that neither it nor any of its affiliates (for the purposes of this clause "affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with, a Party) (i) is listed on, or is otherwise the subject of, any sanctions and consolidated screening list administered by the U.S., EU, or U.N., or (ii) is directly or indirectly owned, individually, or in the aggregate, 50% or more by one or more persons or entities that are so listed (each, a "Sanctioned Entity"). The Supplier shall promptly notify IMEC in writing upon becoming aware of (i) any change in ownership or control that would cause it or any of its affiliates to become a Sanctioned Entity, which shall be considered as a change of control, or (ii) any designation or listing that would cause a breach of this clause. In the event that the Supplier or any of its affiliates becomes a Sanctioned Entity, or in the event of any breach of this clause, IMEC shall be entitled to suspend performance of its obligations and/or terminate the Agreement and any related agreements between the parties with immediate effect by written notice, without any liability towards the Supplier and without prejudice to any other rights or remedies available to IMEC under the Agreement or at law. Where required, the Supplier shall obtain the necessary export licenses and state in the commercial documents if the Good(s) and/or Service(s) are subject to Export and Sanctions Regulations. The Supplier shall provide IMEC with the applicable Export Control Classification Number (ECCN) or ITAR/ML number and shall properly and timely inform IMEC of any restrictions on the use, sale, transfer or disposal of any such Goods and/or Services (contact: Export.Control@imec.be).

11.6. Data Protection and Privacy. If the Supplier processes Personal Data for the execution of an Order, it shall process such data in a proper and careful manner and comply with all legal requirements resulting from the General Data Protection Regulation (GDPR) and any other applicable data protection laws. The Supplier will use the Personal Data received from IMEC only for the execution of the Order and shall implement appropriate technical and organizational measures to ensure its security, preventing unauthorized access, processing, or disclosure.

11.7. Artificial Intelligence (AI) Compliance. The Supplier warrants that any Goods and/or Services provided to IMEC that incorporate or rely on Artificial Intelligence (AI) comply with all applicable laws and regulations, including the EU Artificial Intelligence Act and relevant Belgian legislation. The Supplier further warrants that any AI system: (i) has been lawfully trained and validated; (ii) includes required documentation to meet transparency, safety, and accountability standards; (iii) excludes prohibited AI practices and (iv) where classified as high-risk, complies with all applicable obligations, including conformity assessment, CE marking, risk management, and human oversight. IMEC Data shall not be used to train, improve, or refine AI models without IMEC's prior written consent. Upon request, the Supplier shall provide IMEC with relevant documentation evidencing such compliance.

11.8. Compliance with IMEC's Policies. The Supplier agrees to adhere to IMEC's Code of Conduct, which can be consulted at https://www.imec-int.com/sites/default/files/inline-files/imec%20code%20of%20conduct.pdf and to IMEC's Information Security Policy, which can be consulted at: https://www.imec-int.com/third-party-information-security-policy. The Supplier shall respond to IMEC's inquiries regarding compliance with applicable regulations and IMEC policies upon first written request.

11.9. Incident Notification. The Supplier shall promptly inform IMEC in writing of any actual or reasonably foreseeable incident, event, or circumstance that may adversely affect the availability, conformity, quality, safety, environmental compliance, IT security, or performance of the Goods and/or Services, even if such event does not (yet) result in a delay or legal non-compliance. This includes, without limitation, operational failures, quality or safety issues, cybersecurity incidents, environmental incidents, data breaches, disruptions in the Supplier's supply chain, or other internal or external events that could impair the Supplier's ability to meet its contractual obligations. The Supplier's notification shall include all relevant details, including the nature of the incident, its expected impact, and the corrective or mitigating measures undertaken. The Supplier shall actively cooperate with IMEC to minimize any negative consequences. If the Supplier fails to take timely and appropriate corrective or mitigating measures, or fails to communicate such measures adequately, it shall remain fully liable for any resulting impact and IMEC shall be entitled to take any appropriate measures at the Supplier's expense.

11.10. Sanction. The Supplier shall be liable for any non-compliance with the provisions of this article 11 in accordance with the liability and indemnification provisions set out in article 14 of these GTCP. In addition, IMEC shall have the right to terminate the Agreement, in whole or in part, with immediate effect and without compensation being due, by giving written notice, if the Supplier fails to comply with any of its obligations under this article 11.

11.11. Supplier Questionnaire and Disclosure Obligations. IMEC may request the Supplier to complete and submit a questionnaire or provide written information concerning its organization, operations, and compliance practices. This may include, without limitation, information relating to the identity, corporate structure, supply chain, quality management, environmental practices, health and safety, labor conditions, ethical standards, corporate governance, and any certifications held by the Supplier. IMEC may also request supporting documentation, such as relevant policies, procedures, audit results, or evidence of certifications, and may pose specific questions related thereto. The Supplier shall complete and submit the requested information accurately, comprehensively, and without undue delay, and shall promptly notify IMEC of any material changes. IMEC may rely on the information provided to assess the Supplier's suitability, performance, and adherence to contractual, regulatory, and policy-related requirements. Failure to complete and submit the requested information or the submission of inaccurate or misleading information may constitute a material breach of the Agreement.

12. **Intellectual Property**. All intellectual property rights and any other rights related to the results created under the Order shall automatically and exclusively be, by operation of law and without additional compensation, the sole property of IMEC. The Supplier shall undertake all necessary actions to effectuate and confirm IMEC's ownership rights, including executing any required documents. The Supplier grants IMEC a non-exclusive, perpetual, worldwide and royalty-free license to use, modify, and sublicense any pre-existing intellectual property incorporated into or necessary for the use, exploitation, or further development of (i) intellectual property created under the Order or (ii) the Goods and/or Services delivered under the Order. Any deviation from this provision shall only be valid if expressly agreed in writing by IMEC.

13. **Confidentiality and Protection of Information**.

13.1. Use, Protection and Handling of Information. The Supplier shall:
- treat all Confidential Information and Trade Secrets as strictly confidential;
- use such information solely for the execution of the relevant Order;
- not disclose such information, in whole or in part, directly or indirectly, to any third party, without IMEC's prior written consent;
- impose equivalent confidentiality obligations on its personnel, subcontractors and other appointees with access to such information on a need-to-know basis.
- remain fully liable for any breach of these obligations by such personnel, subcontractors, or appointees;
- implement appropriate technical and organizational measures to protect such information, at least equivalent to those applied for its own Confidential Information or Trade Secrets.
- upon IMEC's first request, and in any case, no later than upon delivery of the Goods or completion of the Services, return or permanently destroy all confidential information in its possession, including all copies and reproductions, at IMEC's discretion.

All Confidential Information and Trade Secrets disclosed by IMEC shall remain the exclusive property of IMEC. No rights, ownership, or licenses of any kind are granted to the Supplier, whether express or implied, except where explicitly agreed in writing by IMEC.

13.2. Duration of Obligations. The obligations relating to Confidential Information shall remain in force for a period of five (5) years after completion or termination of the relevant Order, regardless of the reason for termination. The obligations relating to Trade Secrets shall continue for as long as the information retains its status as a trade secret under applicable law, without any time limitation.

14. **Liability, Indemnification and Hold Harmless**.
14.1. General Liability. The Supplier shall be liable for, and shall indemnify and hold harmless IMEC, its affiliates, and their respective officers, employees, and agents against, any damage, loss, cost, or expense incurred by IMEC in connection with the execution of the Order by the Supplier, its personnel, or appointees (which, for the purposes of this Article, includes without limitation subcontractors and other third parties engaged by the Supplier in the performance of the Order). This includes, but is not limited to, liability arising from defects in the Goods and/or Services, breach of compliance, confidentiality, intellectual property, or any other contractual obligations, or failure to comply with applicable laws and regulations. The Supplier remains fully responsible for all acts and omissions of such appointees, regardless of IMEC's prior approval.

14.2. Joint and Several Liability. Where multiple Suppliers are involved in the performance of the Service or the delivery of the Goods, whether jointly or independently, and liability cannot be clearly attributed to a specific Supplier, each Supplier shall be jointly and severally (in solidum) liable for the full damage.

14.3. Third-Party Intellectual Property Claims. The Supplier shall indemnify, defend, and hold harmless IMEC, its affiliates, and their respective officers, employees, and agents from and against any and all claims, demands, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising from any third-party claim that the Goods, Services, or deliverables infringe any intellectual property rights or misappropriate any Trade Secrets. In the event of such a claim, the Supplier shall, at its own cost and discretion: (i) procure for IMEC the right to continue using the infringing Goods and/or Services; (ii) modify the Goods and/or Services so they become non-infringing while retaining equivalent functionality and performance; or (iii) replace the Goods and/or Services with a non-infringing equivalent. If none of the above remedies is commercially reasonable, the Supplier shall refund IMEC the amounts paid for the affected Goods and/or Services, taking into account reasonable depreciation for prior use.

14.4. Insurance. The Supplier shall, for so long as the contractual relationship with IMEC is in force or capable of having consequences, maintain at its own expense adequate insurance coverage with a reputable insurer, consistent with industry standards and applicable legal requirements. This insurance shall include at least general and product liability. Upon IMEC's written request, the Supplier shall provide certificates of insurance evidencing such coverage.

14.5. Property of the Supplier on IMEC Premises. The Supplier shall clearly mark any of its property used on IMEC's premises and shall insure such property adequately against fire and all other relevant risks, expressly waiving any right of recourse against IMEC.

15. **Miscellaneous**.
15.1. Notices. All notices, requests, demands, and other formal communications under the Agreement shall be in writing and may be sent by email, unless a different method is required by law or specified in a higher-ranking document. Notices sent by email shall be deemed received on the date of transmission, provided that no delivery failure or bounce-back message is received. Each party shall designate a specific email address for such communications and promptly notify the other party in writing (including by email) of any changes thereto. If a notice is time-sensitive or has legal consequences (e.g. default, termination, force majeure, …), the sending party shall request a read receipt and/or acknowledgment of receipt. If neither a read receipt nor an acknowledgment is received within two (2) business days, the sender shall follow up using an alternative method, such as registered mail or courier.

15.2. Duty of Care. The Supplier represents and warrants that it does not employ or engage any illegally employed foreign workers or self-employed persons. If the Supplier engages foreign workers or self-employed persons in the performance of the Agreement, it expressly represents and warrants that such persons are exclusively employed and/or lawfully posted in accordance with applicable laws and regulations, and that, where applicable, all legally and contractually required documents (including, but not limited to, Limosa notification, A1 certificate, identity and residence documents) are provided to IMEC in a timely, complete and accurate manner and are kept available at all times. The Supplier agrees to submit all required documents exclusively and directly to the email address designated by IMEC for this purpose: **contractor.compliance@imec.be** (or any replacement email address subsequently notified by IMEC in writing). The Supplier shall ensure that, prior to the transfer of their personal data, the relevant data subjects are informed of the processing of their personal data by IMEC for the purposes of compliance with IMEC's legal Duty of Care, and shall provide such data subjects with IMEC's privacy notice or inform them where such privacy notice may be accessed. These obligations constitute obligations of result. The Supplier shall fully indemnify and hold harmless IMEC from and against all wages, contributions, fines, penalties, sanctions, costs and any other amounts for which IMEC may be held liable, directly or indirectly, as a result of any failure by the Supplier or its (sub)contractors to comply with these obligations. IMEC shall be entitled to withhold, set off, or recover such amounts (or a reasonable estimate thereof) from any amounts due to the Supplier, without prior notice of default or court intervention. Any breach of these obligations that gives rise or may give rise to an administrative or criminal sanction shall be deemed by the parties to constitute a serious and irremediable breach, automatically resulting in the immediate termination of the Order/Agreement at the Supplier's expense, solely upon written notice of termination by IMEC, without any entitlement to compensation or extension of time.

15.3. No Waiver. No waiver of any right or remedy under the Agreement shall be valid unless made in writing. The failure of either party to enforce any right or remedy under the Agreement shall not be construed as a waiver of that right or remedy, nor shall it affect the validity of any part of the Agreement or prejudice the rights of either party to enforce that or any other provision at a later time.

15.4. Severability. If any provision of the Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties shall, in good faith, replace any such invalid or unenforceable provision with a valid provision that most closely reflects the original intent.

15.5. Assignment. The Supplier may not assign or transfer its rights or obligations under the Agreement, in whole or in part, without IMEC's prior written consent. Any unauthorized assignment shall be null and void.

15.6. Use of Name**.** Except with IMEC's prior written consent, the Supplier shall not use the name 'IMEC' or any abbreviation, logo, or derivative thereof in any publicity, advertising, press release, public communication, or other promotional material, whether in relation to this Agreement or otherwise. This prohibition applies regardless of the context, including reference to IMEC as a client, partner, or participant in the Supplier's materials, website, customer lists, case studies, or investor communications. Any breach of this provision shall be considered a material breach of the Agreement.

16. **Governing Law and Jurisdiction**. The Agreement shall be governed by and construed in accordance with the laws of the country in which IMEC has its registered office, excluding its conflict-of-law rules. Any dispute arising out of or in connection with the Agreement that cannot be resolved amicably within thirty (30) calendar days from written notice of the dispute shall be submitted to the exclusive jurisdiction of the competent courts of the judicial district in which MEC has its registered office.

IMEC August 2026