

IMEC GENERAL PURCHASING CONDITIONS

- "IMEC" refers to the customer as stated on the Order.
 - "GSTC" refers to the General and Specific Terms and Conditions of Purchase of Investment goods of IMEC.
 - "PC" refers to IMEC's current general purchasing conditions.
 - "Order" refers to the order form used by IMEC to order Services and/or Goods with the Supplier.
 - "Services" or "Service" refer(s) to the service(s) to be supplied by the Supplier to IMEC, as described in the Order.
 - "Goods" or "Good" refer(s) to the good(s) to be supplied by the Supplier to IMEC, as described in the Order.
 - "Supplier" refers to the supplier as stated on the Order.
 - "Force majeure" means an inevitable and unforeseen event beyond a party's control.
 - Personal Data: any information about an identified or identifiable natural person.
1. The Supplier accepts that these PC apply to every Order issued by IMEC, with the exception of any specific terms and conditions (i) agreed upon in a separate written agreement between the Supplier and IMEC, (ii) stipulated, as the case may be, in the GSTC applicable to this Order or (iii) clearly stipulated on the Order. Such specific deviating stipulations shall prevail over the general terms of these PC. IMEC is not bound by and hereby expressly rejects Supplier's general terms and conditions.
2. Orders are placed by IMEC through an Order sent by e-mail on behalf of IMEC's purchase department. Orders placed verbally or by telephone are only binding after confirmation by IMEC's purchase department through an Order sent by e-mail. Invoices to be sent in pdf to: invoices@imec.be.
3. If the Supplier wishes to make alterations with regard to the size and/or the extent of the agreed Order, these alterations must be discussed beforehand with IMEC and their execution is only permitted if they have been confirmed by IMEC beforehand in writing. If IMEC wishes to make alterations with regard to the size and/or the extent of the agreed Order and if these alterations (could) have an impact on the price and the delivery time, the Supplier has to inform IMEC in writing, within a period of ten (10) working days starting from IMEC's notification of the alterations, of the possible modifications to the delivery time and/or the price; should the Supplier fail to do so, he will be bound by the price and execution period originally agreed upon in the Order.
4. In the event the Supplier submits a quotation, this quotation must be definitive, precise and complete, and contain all elements necessary for the complete and ready-to-use delivery of the proposed Services and/or Goods. The quotation must comply with all relevant legal and administrative regulations and is free of charge for IMEC. If the Supplier intends to call upon a subcontractor for the execution of the Order, he has to mention this subcontractor on the quotation and prior written approval from IMEC is needed. The Supplier is responsible for the execution of the Services or the delivery of the Goods by the subcontractor.
5. Unless agreed otherwise in writing or mentioned on the Order, the term of delivery DDP (per Incoterms 2020) at the delivery address mentioned on the Order applies. The conveyance of risk and ownership takes place at the moment of delivery of the Goods. The presence of a clause of reservation of ownership in the general conditions or any other document of the Supplier cannot be relied on against IMEC, unless after written consent by IMEC. The periods of delivery and execution, as stated in the Order or possibly the quotation, are strictly applicable, unless the Supplier has notified IMEC in writing of Force majeure. In the event the periods are exceeded or are likely to be exceeded, the Supplier shall notify IMEC immediately in writing. At IMEC's request the Supplier shall transport the Goods in such a way that delays are avoided or kept to a minimum, at no extra cost to IMEC. In the event of a delay of more than thirty (30) days, IMEC is entitled to declare the Order legally null and void. In any of the above cases, IMEC reserves the right to claim an additional compensation for all proven damages. In the case of Force majeure the periods will be extended – after mutual consultation – by a reasonable period. If this extension is no longer useful to IMEC, IMEC is entitled, by right and without summons, to declare the mutual agreements partially or totally void. Goods delivered and advances paid will be immediately collected or refunded by the Supplier.
6. Unless otherwise agreed upon in writing, prices are net in euro and without VAT. If the Order is subject to any applicable VAT, Supplier may charge this VAT, which shall be paid by IMEC in addition to the prices quoted. Unless otherwise agreed upon in writing or mentioned on the Order, the invoices are payable within sixty (60) days on receipt of the invoice. All intrastat (statistical) information should be on the invoice: commodity code, weight, plant of departure. The Order number must appear on all shipping papers and invoices. In the event IMEC formulates a written complaint regarding a defect or a defective execution, this period is suspended until the Supplier has adequately corrected the defect in compliance with Article 7. Default interests for late payment are only possible after IMEC has received a due written notice of default by the Supplier. The maximum annual default interest amounts to the reference interest rate, increased by six percentage points and rounded off to the lower half percentage point. The reference interest rate is defined as the interest rate applied by the European Central Bank for basic refinancing operations.
7. The Supplier guarantees that the Goods (i) are manufactured with good craftsmanship, are of good quality and free of construction, production and material defects, (ii) are suitable for the purpose they are intended for, (iii) comply with the agreed specifications, (iv) comply with compulsory regulations, such as those concerning health, safety and environment applicable in the country the Goods are intended for, and (v) are accompanied by all required documents at the moment of delivery. If during factory control Goods turn out to be out of specification, Goods cannot be delivered unless prior written agreement by IMEC at quality@imec.be. In the event the Order includes installation, mounting, assembly, start-up or other

Services to be executed by the Supplier, these Services shall be carried out in compliance with all relevant regulations, with good craftsmanship, by qualified personnel and in the approved manner, taking into account the state of technique at the moment of execution. The Supplier guarantees that the Goods are free of all visible and hidden defects during a warranty period of two (2) years as from delivery of the Goods in accordance with article 5. During this period the Supplier guarantees the prompt and free repair or replacement of the supplied Goods, unless the Supplier demonstrates that the defects result from an improper use by IMEC. The Supplier bears all expenses incurred for assembly, disassembly and transport. In the case of urgency or delay, IMEC itself can repair the defects or have them repaired and recover the costs from the Supplier, on condition that IMEC has notified the Supplier of this action. With regard to supplied Services the warranty period amounts to ninety (90) calendar days after the completion of the Services, during which period the Supplier commits himself to remedying without delay any possible faults and other problems in connection with the Services he has supplied.

8. On arrival, installation, connection or delivery of the Services and/or Goods, IMEC will inspect these Goods and/or Services on the basis of the requirements agreed upon in the Order. In the case of a defect, IMEC will not fail to notify the Supplier in writing and within a reasonable time, and to put the defective Good at the Supplier's disposal. During the warranty period the Supplier will fulfil his obligations as stipulated in article 7.

9. When presenting dangerous Goods for transport or transporting them, the Supplier must comply strictly with the relevant legal regulations, stipulations of international treaties, conventions and carriers' agreements. At IMEC's request, the Supplier will provide IMEC with written information concerning the composition of these dangerous Goods, so that the relevant treaties, conventions and agreements regarding transport, storage and handling can be complied with. The Supplier is bound to inform IMEC, even after delivery of the Goods, of any alterations to these regulations and stipulations.

10. The Supplier guarantees that the Goods to be delivered to IMEC comply with all applicable laws, rules, regulations and ordinances, including without limitation the European Regulation (EC) n° 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals entered into force on June 1st 2007, as amended from time to time (the "REACH Regulation"), the Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 which restricts the use of certain hazardous substances in the manufacture of specified types of Electrical and Electronic Equipment (the "RoHS 2 Regulation"), and the Regulation (EC) N° 1272/2008 of January 20, 2009 on the classification, labelling and packaging of substances and mixtures (the "CLP Regulation"). The Supplier expressly undertakes to provide IMEC with all information needed, including the Safety Data Sheet, in accordance with REACH Regulation and CLP Regulations, for the chemical substances contained in the Goods (contact: chemicals@imec.be). In addition, the Supplier undertakes to properly and timely inform IMEC of any restriction set forth by the REACH Regulation or otherwise undertaken by the relevant authorities in the implementation of the REACH Regulation, such as any restriction on use or authorization, impacting or likely to impact the use, sale or otherwise disposal of any chemical substance contained in the Goods. The Supplier shall bear all costs, charges and expenses related to pre-registration and registration under REACH Regulation of the chemical substances contained in the Goods or otherwise in connection with the evaluation of the said substances under REACH Regulation. Hazardous, dangerous, explosive, inflammable or toxic goods must be properly marked and Supplier assumes all liability, direct or indirect, because of failure to do so. Supplier shall, in addition, properly label all goods in accordance with the CLP Regulations. In addition Supplier will comply with all applicable Conflict Minerals regulations and guarantees that the Goods to be delivered will not contain Conflict Minerals. "Conflict Minerals" are minerals mined in conditions where armed conflict and human rights abuses occur. The term refers to Columbite-tantalite (i.e. Tantalum), cassiterite (i.e. Tin), wolframite (i.e. Tungsten) and Gold, or their derivatives (also referred to as the "3TG's"). Supplier is expected to adopt policies and management systems with respect to Conflict Minerals and to require their suppliers to adopt similar policies and systems. IMEC will survey direct suppliers as a part of our conflict minerals due diligence program. Supplier is expected to respond to such survey requests in a timely manner, and with full disclosure following the specific instructions provided (contact: quality@imec.be). The Supplier guarantees that the Goods or Services to be delivered to IMEC comply with all applicable export control laws and regulations ("Export Regulations") and agree to obtain necessary export licenses, if required by these Export Regulations. The Supplier undertakes to indicate on the commercial documents that the Good(s) or Service(s) are subject to Export Regulations and will provide IMEC with the Export Control Classification Number (ECCN) or ITAR/ML number. In addition, the Supplier undertakes to properly and timely inform IMEC of any restrictions on the use, sale or disposal of any export controlled Good or Service (contact: ExportControl@imec.be).

11. In case the Supplier plans to put a stop to the production of the Goods supplied by him or to modify the Goods, he shall inform IMEC in writing at least six (6) months in advance (contact: notification@imec.be). At the same time the Supplier shall inform and advise IMEC with regard to new products and alternatives for these Goods. Any modification can only be carried out by the Supplier after prior written consent by IMEC. In the event the proposed alterations of the Goods cannot be approved by IMEC and in the event the Goods no longer meet IMEC's requirements as a result of the proposed alterations, IMEC is entitled to cancel the Order immediately at no cost for IMEC.

12. The Supplier shall be liable to compensate for any damage caused as a result or on the occasion of the execution of the Order by himself, his employees and appointees. If several Suppliers are either collaborating or working independently of each other on the execution of a Service and/ the delivery of a Good and it is not

clear by which Supplier the damage was caused, each Supplier shall be liable in solidum to compensate for the full damage. In order to cover the aforementioned liability, the Supplier shall take out an adequate insurance policy. The Supplier shall mark the objects that he uses at IMEC and that remain his property and insure them in a sufficient manner against fire and all other necessary risks, renouncing the right of redress against IMEC.

13. The Supplier indemnifies IMEC against any claims from third parties and against any damages resulting from observed or alleged infringements of the supplied Goods and/or Services on intellectual property rights, except if an infringement ensues from alterations to the Goods at IMEC's explicit request.

14. All (intellectual property) rights on results created during the Order are by operation of law and without additional compensation, IMEC ownership.

15. All information and data the Supplier receives either directly or indirectly from IMEC are confidential and may only be used for the execution of the Order. All information and data remain the exclusive property of IMEC and shall, as far as they exist in written form, be returned to IMEC at its first request or ultimately on the same date of delivery of the Goods or of completion of the Service, or on IMEC's first request be destroyed, as well as all copies or reproductions. The Supplier is not permitted to pass on this confidential information to third parties, be it partially, directly or indirectly, without IMEC's prior written consent. The Supplier will impose the same requirement of confidentiality on his employees and appointees who on a need to know basis get access to this confidential information in the framework of the Order. The Supplier shall treat this confidential information, no matter in which way he received it, in a strictly confidential manner and take all protective and safety measures that are at least equal to those the Supplier applies to his own confidential information. The Supplier is liable if he fails to take such measures.

16. Except with IMEC's written consent, the Supplier is not allowed to use the name 'IMEC' or any derivative, neither in his publicity and advertising material, nor in any other way.

17. In the event a stipulation in the PC is invalid, this will not lead to the invalidity of the other stipulations of these PC. In such a case, parties will confer in order to replace the invalid stipulation by a stipulation that comes as close as possible to the stipulation as it was originally intended.

18. These PC are governed by the law of the country where IMEC has its registered seat and no effect shall be given to any conflict-of-law provisions. All disputes which might arise from these PC and cannot be settled amicably within a period of forty-five (45) days after the beginning of the dispute, will be submitted to the competent courts of the registered seat of IMEC.

19. If the Supplier processes Personal Data for the execution of an Order, he will process it in a proper and careful manner and comply with all legal requirements resulting from the General Data Protection Regulation. The Supplier will use the Personal Data received from IMEC only for the execution of the Order.

20. The Supplier accepts to adhere to IMEC's Code of Conduct which can be consulted at <https://www.imec-int.com/en/about-imec/quality-and-integrity-policies-imec#code> and IMEC's Information Security Policy which can be consulted at: <https://www.imec-int.com/third-party-information-security-policy>. Supplier will respond to IMEC's questions related to Suppliers compliance with regulations and imec policies at first written request.