

## **SD-398593 SemiDice UK Standard Terms and Conditions for the Sale of Goods 11.11.22**

### **1. INTERPRETATION**

1.1 In these Conditions, the following words have the following meanings:

1.1.1 “Business Day” a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

1.1.2 “Buyer” the person(s) or firm from whom the Order to purchase Goods and/or acquire Services is received by the Seller;

1.1.3 “Conditions” the standard terms and conditions of the sale of Goods and provision of Services, as set out in this document;

1.1.4 “Contract” this agreement between the Seller and the Buyer for the sale and purchase of the Goods and/or the provision of Services;

1.1.5 “Components” the components, articles or systems belonging to the Buyer, which are to be the subject of the Services;

1.1.6 “Force Majeure Event” has the meaning given to it in Condition 15.1.1;

1.1.7 “Goods” any goods agreed in the Contract and/or in the Order to be supplied to the Buyer by the Seller (including any part or parts of them);

1.1.8 “Order” has the meaning set out in Condition 2.3;

1.1.9 “Seller” SemiDice Components Limited, whose registered office is at 2 Hellesdon Park Road, Drayton High Road, Norwich, NR6 5DR (company number 01803460);

1.1.10 “Services” any services agreed in the Contract and/or in the Order to be acquired by the Buyer from the Seller (including any part or parts of them); and

1.1.11 “Specification” details of any particular specification for the Goods and/or Services and the particular purpose for which the Buyer is buying the Goods and/or Services (including any relevant plans, patterns, drawings, data or other information relating to the Goods and/or Services) made known to the Seller by the Buyer at the point of submitting the Order.

1.2 In these Conditions:

1.2.1 references to legislation are to that legislation as amended; and

1.2.2 “include”, “including”, “in particular” or any similar words shall be interpreted with the words “without limitation” after them.

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## 2. APPLICATION OF TERMS

2.1 Subject to any variation under Condition 2.2, this Contract sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and, except in relation to fraud or as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the parties with respect to the subject matter hereof (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order or of receipt, Specification, e-mail or other document, none of which will form part of the Contract simply as a result of such document being referred to in the Contract), and neither party shall be bound by any conditions, inducements or representations other than as expressly provided for herein. Each party acknowledges that, in entering into this Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Contract. This Condition does not exclude liability of either party for fraudulent misrepresentation.

2.2 These Conditions apply to all sales of Goods and/or provision of Services by the Seller, and any purported variation to these Conditions by the Buyer shall have no effect unless expressly agreed in writing and signed by the Seller.

2.3 The order for Goods and/or Services from the Buyer to the Seller shall be deemed to be an offer by the Buyer to purchase Goods and/or to acquire Services subject to these Conditions (the "Order").

2.4 Any quotation provided by the Seller for the sale of Goods and/or the provision of Services, prior to the Buyer submitting the Order, is not a binding offer by the Seller to supply Goods and/or Services. Any quotation is valid for a period of 30 days only from its date, provided that the Seller has not previously withdrawn it.

2.5 No Order placed by the Buyer shall be deemed to be accepted by the Seller until the Seller issues to the Buyer a written acknowledgement of the Order, or (if earlier) until the Seller delivers the Goods to the Buyer.

2.6 Except in cases where the Buyer is a consumer, no Order which has been accepted by the Seller may be cancelled or varied by the Buyer without the express written permission of the Seller.

2.7 If the Buyer is a consumer, the Buyer may make a change to the Order at any time before delivery of the Goods or commencement of the Services by contacting the Seller. Where this means a change in the total price of the Order, the Seller will notify the Buyer of the amended price in writing. The Buyer (as a consumer) can choose to cancel the Order in accordance with Condition 13.1 in these circumstances.

2.8 If the Buyer is a consumer and the Buyer wishes to cancel the Order before it has been delivered, please see Condition 13.1.

2.9 The Seller's employees, sub-contractors and agents are not authorised to make representations concerning the Goods or Services unless confirmed in writing by the Seller. The Buyer acknowledges that it does not rely on, and waives any claim for breach of, any representations not so confirmed.

2.10 Suggestions, indications or advice given by the Seller or its employees, sub-contractors or agents as to storage, application or use of the Goods, which are not confirmed in writing by the Seller, are followed at the Buyer's risk. The Buyer acknowledges that it does not rely on, and waives any claim for breach of, any representations not so confirmed.

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### 3. DESCRIPTION

3.1 The quantity, quality and description of the Goods and/or the Services shall be as set out in the Seller's quotation.

3.2 All drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They will not form part of this Contract.

3.3 The Seller shall provide the Buyer with suitable information in respect of the use or purpose of the Goods and/or Services, which shall include any and all information relating to electrical, mechanical, transportation and environmental information which may affect the performance or usual functioning of the Goods and/or which may affect the provision of the Services.

3.4 The Seller shall ensure that the Goods and/or Services conform to the Specification. The Seller shall have no liability for any losses, howsoever arising, which arise as a result of any incorrect or inaccurate Specification or which arise where the Seller has provided the Goods and/or Services in accordance with the Specification.

### 4. DELIVERY

4.1 Where the Seller has agreed to arrange for the delivery of the Goods, the Seller shall arrange for the Goods to be delivered to the location set out in the Order or such other address as the parties agree in writing in advance. Unless otherwise agreed in writing, the costs of delivery shall be paid by the Buyer. Delivery of the Goods shall be completed on its delivery by the Seller to a carrier.

4.2 Where the Buyer has agreed to collect the Goods, the Goods shall be collected from the Seller's premises or such other address as the parties agree in writing in advance. Delivery of the Goods shall be completed upon the Seller notifying the Buyer that the Goods are ready for collection.

4.3 The Services shall be performed at the Seller's premises or such other address as the parties agree in writing in advance.

4.4 Any dates specified by the Seller for delivery of the Goods and/or performance of the Services are intended to be an estimate, and time for delivery and/or performance shall not be made of the essence by notice. If no dates are so specified, delivery and/or performance shall be within a reasonable timeframe.

4.5 Subject to Condition 4.7, where the Seller has agreed to arrange for the delivery of the Goods, if the Buyer fails to accept delivery of the Goods, then, except where such failure or delay is caused by a Force Majeure Event or the Seller's failure to comply with its obligations under these Conditions, the Goods shall be deemed to have been delivered at 9.00am on the date on which the Goods were despatched from the Seller's premises and the Seller shall store the Goods until physical delivery takes place, and shall charge the Buyer for all related costs and expenses (including insurance).

4.6 Subject to Condition 4.7, where the Buyer has agreed to collect the Goods, if the Buyer fails to collect the Goods within three Business Days of the Seller notifying the Buyer that the Goods are ready for collection, then, except where such failure or delay is caused by a Force Majeure Event or the Seller's failure to comply

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with its obligations under these Conditions, delivery of the Goods shall be deemed to have been completed at 9.00 am on the date on which the Seller notified the Buyer that the Goods were ready to be collected and the Seller shall store the Goods until collection takes place, and shall charge the Buyer for all related costs and expenses (including insurance).

4.7 If the Buyer is a consumer, delivery of the Goods shall be completed when the Goods are in the physical possession of the Buyer or any third party to whom the Buyer has asked the Goods to be delivered.

4.8 In respect of Goods consisting of bare die or wafers, the Seller may deliver a quantity of Goods of up to 15% more or less than the quantity ordered by the Buyer or, in respect of all other Goods, the Seller may deliver a quantity of Goods of 5% more or less than the quantity ordered by the Buyer, in which case the Buyer shall not be entitled to object to or reject the Goods (or any part of them) by reason of the surplus or shortfall, and shall pay for such Goods at the pro rata Contract rate.

4.9 The Seller may deliver the Goods by instalments and each instalment shall be treated as a separate contract, so that the failure to deliver or the presence of a defect in one or more instalment(s) shall not entitle the Buyer to reject the other instalment(s).

## **5. NON-DELIVERY**

5.1 The quantity of any consignment of Goods, as recorded by the Seller upon despatch from the Seller's place of business, shall be conclusive evidence of the quantity received by the Buyer on delivery unless, subject to Conditions 4.8 and 4.9, the Buyer notifies any shortage or excess within 10 days of delivery.

5.2 The Seller shall not be liable for any non-delivery of Goods and/or non-performance of the Services (even if caused by the Seller's negligence) unless written notice is given to the Seller within 10 days of the date when the Goods would, in the ordinary course of events, have been received or the Services performed.

5.3 Any liability of the Seller for non-delivery of the Goods and/or non-performance of the Services shall be limited to replacing the Goods and/or re-performing the Services within a reasonable time, or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods and/or Services.

## **6. RISK/TITLE**

6.1 The Goods are at the risk of the Buyer from the time of delivery (as defined in Conditions 4.1 and 4.2).

6.2 Title to the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:

6.2.1 the Goods;

6.2.2 the Services; and

6.2.3 all other sums which are or which become due to the Seller from the Buyer on any account from time to time.

6.3 Until title to the Goods has passed to the Buyer, the Buyer must:

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6.3.1 hold the Goods on a fiduciary basis as the Seller's bailee;

6.3.2 store the Goods (at no cost to the Seller) separately from the property of the Buyer, or any third party, in such a way that they remain readily identifiable as the Seller's property;

6.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.3.4 maintain the Goods in a satisfactory condition, insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request, the Buyer shall produce the policy of insurance to the Seller;

6.3.5 not incorporate the Goods into any other good or product; and

6.3.6 hold the proceeds of the insurance referred to in Condition 6.3.4 on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

6.4 The Buyer may resell the Goods before ownership has passed to it solely on the following Conditions:

6.4.1 any sale shall be conducted in the ordinary course of the Buyer's business at full market value; and

6.4.2 any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

6.5 The Buyer's right to possession of the Goods shall terminate immediately upon written notice if (in any applicable jurisdiction):

6.5.1 the Buyer (i) has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any legislation for the time being in force for the relief of insolvent debtors, (ii) (being a body corporate) convenes a meeting of creditors (whether formal or informal), (iii) enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purposes of reconstruction or amalgamation only, or (iv) has a receiver and/or manager, examiner, liquidator, provisional liquidator, trustee, administrator or administrative receiver (or similar officer) appointed of its undertaking or any part thereof;

6.5.2 a resolution is passed or a petition is presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer;

6.5.3 any proceedings are commenced relating to the insolvency, dissolution, or winding-up (or possible insolvency, dissolution, or winding-up) of the Buyer;

6.5.4 the Buyer suffers a circumstance which would allow any of the events listed in Conditions 6.5.1, 6.5.2 and/or 6.5.3 to occur;

6.5.5 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between the Seller and the Buyer;

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6.5.6 the Buyer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or ceases to trade; and/or

6.5.7 the Buyer encumbers or in any way charges any of the Goods.

6.6 The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.

6.7 The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

6.8 Where the Buyer provides any products, items, goods, Components or any other materials ("Buyer's Products") to the Seller in connection with the provision of the Services, the Seller accepts no liability for any loss of or damage to the Buyer's Products and the Buyer's Products remain at all times (including during transportation, storage and handling) at the Buyer's risk. It is the Buyer's responsibility to ensure that the Buyer's Products are suitably insured.

## **7. PRICE**

7.1 Unless otherwise agreed by the Seller in writing, the price for the Goods and/or Services shall be the price specified in the quotation, unless the price is amended in accordance with Condition 7.3.

7.2 The price for the Goods and/or Services shall be in Pounds Sterling (unless otherwise agreed by the Seller in writing) and exclusive of any value added tax ("VAT") and all costs or charges in relation to loading, unloading, carriage and insurance, all of which the Buyer will pay in addition when it is due to pay for the Goods and/or Services.

7.3 Subject to Condition 7.4, the Seller is entitled to increase the price at any time in the following circumstances:

7.3.1 if there is an increase in any of the Seller's costs associated with providing the Goods and/or performing the Services, including any fluctuation in currency exchange rates connected to provision of the Goods and/or Services;

7.3.2 if the Goods and/or Services required by the Buyer are different from the Goods and/or Services initially requested by the Buyer; or

7.3.3 where the Buyer's Order was insufficiently clear to the Seller;

and, in each case, the increase in price will be limited to the aggregate of the increase suffered by the Seller.

7.4 If the Buyer is a consumer, the Seller will give the Buyer at least 14 days' notice of any increase in the price for the Goods and/or Services. The Buyer shall have the right to cancel the Contract with immediate effect by giving the Seller written notice of cancellation within 7 days of receipt of such notification.

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## 8. PAYMENT

8.1 The Seller shall be entitled to issue an invoice on or after delivery of the Goods in accordance with Condition 4, or on or after the completion of the performance of the Services.

8.2 Payment of the price for the Goods and/or Services is due and payable within 30 days of the date of invoice.

8.3 Time for payment shall be of the essence.

8.4 No payment shall be deemed to have been received until the Seller has received payment in full and in cleared funds to the bank account nominated in writing by the Seller.

8.5 The Seller shall be entitled to suspend delivery of any further Goods and/or provision of any further Services if any sums remain unpaid by the Buyer at any time.

8.6 The Buyer shall make all payments due under the Contract without any deduction, whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer.

8.7 If the Buyer fails to pay the Seller any sum due pursuant to the Contract, the Buyer will be liable to pay interest to the Seller on such sum from the due date for payment at the annual rate of 2% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment.

## 9. TERMINATION AND SUSPENSION

9.1 If the Buyer becomes subject to any of the events listed in Condition 6.5, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer.

9.2 Without limiting its other rights or remedies, the Seller may suspend the provision of the Goods and/or Services under the Contract (or any other contract between the Buyer and the Seller) if:

9.2.1 the Buyer becomes subject to any of the events listed in Condition 6.5;

9.2.2 the Seller reasonably believes that the Buyer is about to become subject to any of the events listed in Condition 6.5; or

9.2.3 the Buyer fails to pay any amount due under this Contract on the due date for payment.

9.3 Subject to Condition 13, on termination of the Contract for any reason, the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest.

9.4 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

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## 10. WARRANTIES

10.1 Where the Seller is not the original manufacturer of the Goods, the Seller will endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Seller, but gives no other warranties or guarantees in respect of such Goods.

10.2 Where the Seller is the manufacturer and/or has provided services, the Seller warrants that (subject to the other provisions of these Conditions) upon delivery of the Goods and/or performance of the Services and for a period of 12 months thereafter:

10.2.1 the Goods will be of satisfactory quality, will materially correspond with their Specification and will be free from defects in material and workmanship; and/or

10.2.2 the Services will be performed with reasonable care and skill.

10.3 Except as expressly stated in this Contract, all warranties, conditions or other terms, whether implied by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.

10.4 The Seller shall not be liable for a breach of any of the warranties in Condition 10.2 if:

10.4.1 the Buyer fails to give written notice of the defect to the Seller and the defect is as a result of damage in transit to the carrier, within 21 days of the date of first use and in any event no later than one month after the date of delivery;

10.4.2 the Seller is not given a reasonable opportunity after receiving the notice to examine such Goods and the Buyer fails (if asked to do so by the Seller) to return such Goods to the Seller's place of business at the Buyer's expense;

10.4.3 the Buyer makes any further use of such Goods after giving such notice;

10.4.4 the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or, if there are none, good trade practice;

10.4.5 the Buyer alters or repairs such Goods without the written consent of the Seller;

10.4.6 the defect arises as a result of the Seller following any drawing, design or Specification supplied by the Buyer; and/or

10.4.7 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

10.5 Subject to Condition 10.4, if any of the Goods do not conform with any of the warranties in Condition 10.2, the Seller shall, at its option:

10.5.1 repair or replace such Goods and/or re-perform the Services (or the defective part of such Services); or

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10.5.2 refund the price of such Goods and/or Services at the pro rata Contract rate provided that, if the Seller so requests, the Buyer shall, at the Buyer's expense, return the Goods (or the part of such Goods) which is defective to the Seller.

10.6 If the Seller complies with Condition 10.5, it shall have no further liability for a breach of any of the warranties in Condition 10.2 in respect of the Goods and/or Services.

10.7 Subject to Condition 6, any Goods and/or Services replaced or re-performed will belong to the Buyer and any repaired or replacement Goods will be guaranteed on these terms for the unexpired portion of the 12-month period.

10.8 If any Goods returned to the Seller or any Services are alleged to be defective and are found not to be defective (or any defect found is attributable to the Buyer's Specification and/or materials or any of the circumstances set out in Condition 10.4), the Seller reserves the right to charge a handling fee of 15% of the price paid for the Goods and/or Services, together with any VAT thereon.

10.9 The Buyer shall not use the Goods and/or the Services or rely on the Services in any life support device (including those intended for surgical implant).

10.10 The Buyer agrees and acknowledges that the Goods and/or Services are suitable for the Buyer's purposes, needs and requirements, and that any parts that it provides to the Seller in connection with the provision of the Goods and/or Services are not faulty or defective in any way.

## **11. INDEMNITIES AND LIMITATION OF LIABILITY**

11.1 Subject to Condition 11.2, the following provisions of this Condition 11 set out the entire financial liability of each party (including any liability for the acts or omissions of its employees, agents and sub-contractors) in respect of:

11.1.1 any breach of these Conditions; and

11.1.2 any representation, statement or tortious act or omission, including negligence arising under or in connection with the Contract.

11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979 and terms implied by section 2 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.

11.3 Nothing in these Conditions shall exclude or limit in any way the liability of either party for:

11.3.1 death or personal injury caused by negligence or the negligence of its employees, agents or sub-contractors (as applicable);

11.3.2 fraud or fraudulent misrepresentation; or

11.3.3 any other liability that cannot be excluded or limited by applicable law..

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11.4 Subject to Condition 11.3, the Seller's total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation (other than fraudulent misrepresentation) or otherwise, arising in connection with the performance or contemplated performance of this Contract, shall be limited to the value of the actual Goods and/or Services provided from which the liability arose.

11.5 Subject to Condition 11.3, the Seller shall not be liable to the Buyer for any:

11.5.1 indirect or consequential loss or damage; or

11.5.2 form of loss of profits, revenues, data and/or use, loss of business, depletion of goodwill or otherwise, costs, expenses or other claims for compensation;

which arise out of or in connection with the Contract, regardless of the form of action, whether in contract, strict liability to tort (including negligence), and regardless of whether the Seller knew or had reason to know of the possibility of the loss, injury, or damage in question.

11.6 Subject to Condition 11.3, the Seller shall not be liable to the Buyer for any loss, damage or liability arising from or in connection with the Buyer's Specification, or as a result of any instructions provided by the Buyer.

11.7 Subject to Condition 11.3, the Seller shall not be liable to the Buyer for any loss, damage or liability arising out of or in connection with fair wear and tear, abnormal working conditions, alteration or repair or use of the Goods, except as permitted by the Seller.

11.8 Subject to Conditions 11.2 and 11.3, the Seller shall not be liable to the Buyer for any loss, damage or liability arising out of or in connection with any failure to provide the Goods and/or Services (in accordance with the Contract) due to circumstances beyond the Seller's reasonable control.

11.9 Subject to Condition 11.2, the Seller shall not be liable to the Buyer for any loss, damage or liability arising out of or in connection with any failure in any Goods which have not been manufactured by the Seller (whether provided by the Seller to the Buyer or not).

11.10 Subject to Condition 11.3, the Seller shall not be liable to the Buyer for any reliance placed on any Goods and/or Services for any critical functions unless the Seller has agreed to such use or reliance in writing in advance.

11.11 Subject to Condition 11.3, the Seller shall have no liability to the Buyer arising out of misuse of the Goods and/or failure by the Buyer to follow any instructions provided to the Buyer in accordance with Condition 3.3.

11.12 Subject to Condition 11.3, where the Goods provided by the Seller consist of bare die or wafers, the Seller shall have no liability to the Buyer once the Goods have been die bonded by eutectic, epoxy, solder or any other form of bonding to a substrate, except where such bonding was undertaken by the Seller as part of the Contract or is otherwise not capable of being tested by the Seller under its normal test conditions.

11.13 The Buyer agrees that it will indemnify the Seller and keep the Seller indemnified for any and all losses, damages, claims, costs, expenses (whether legal or otherwise) and charges arising out of or in connection with:

11.13.1 breach of the Contract;

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11.13.2 infringement or alleged infringement of third-party intellectual property rights by any of the Buyer's Products or by the Specification supplied by the Buyer;

11.13.3 any configuration or use of the Goods in conjunction with any other materials supplied to or on behalf of, or used by, the Buyer or any process applied to the Goods by or on behalf of the Buyer; and/or

11.13.4 breach of Conditions 2.10, 8.2, 8.3, 9.3, 10.9, 10.10 and/or 14.1.

## **12. INTELLECTUAL PROPERTY**

12.1 Each party shall retain all intellectual property rights, including patents, designs, trademarks, know-how, ideas, slogans, proprietary information, techniques and databases, whether or not registered, or capable of registration) in all materials developed, owned or used under licence ("Intellectual Property Rights") by it prior to the start of this Contract.

12.2 The Seller shall, subject to Condition 12.3, retain ownership of all Intellectual Property Rights developed during the provision of the Goods and/or Services.

12.3 The Buyer grants the Seller a perpetual, free, irrevocable, worldwide licence to use any Intellectual Property Rights which arise from or in connection with the provision of the Goods and/or Services.

## **13. BUYER (WHERE THEY ARE A CONSUMER) RIGHTS TO CANCEL**

13.1 Before the Goods and/or Services are delivered, the Buyer (where they are a consumer) may withdraw its Order by providing the Seller with written notice of the decision to withdraw before the Contract is made, if the Buyer simply wishes to change its mind, without giving the Seller a reason, and without incurring any liability to the Seller.

13.2 The cancellation rights referred to in Condition 13.3 do not apply where the Seller has provided Goods that are made to the Buyer's Specifications or are clearly personalised.

13.3 Where the Seller is supplying Goods, the Buyer shall have the right to cancel this Contract within 14 days of the day on which the Goods come into the physical possession of the Buyer, or any third party the Buyer has asked the Goods to be delivered to, without giving any reason.

13.4 To exercise the right to cancel in Condition 13.3, the Buyer must inform the Seller's Sales Manager at SemiDice Components Limited, 2 Hellesdon Park Road, Drayton High Road, Norwich, NR6 5DR, telephone number 01603 788967 and email [sales@SemiDice.com](mailto:sales@SemiDice.com) of the decision to cancel this Contract by a clear statement setting out the decision (preferably via a letter sent by post, fax or email). The Buyer need not give the Seller a cancellation notice in writing but, in any event, the Buyer must be able to show clear evidence of when the cancellation was made.

13.5 If the Buyer cancels this Contract, the Seller will reimburse to the Buyer all payments received from the Buyer, including the costs of delivering the Goods to the Buyer (except for the supplementary costs arising if the Buyer chose a type of delivery other than the least expensive type of standard delivery offered by the Seller).

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3 Hellesdon Park Road, Drayton High Road, Norwich, Norfolk, England NR6 5DR

Email: [sales@semidice.com](mailto:sales@semidice.com) Phone: +44 1508 486048

[www.semidice.com](http://www.semidice.com)

13.6 The Seller may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by the Buyer (i.e. handling the Goods beyond what is necessary to establish the nature, characteristics and functioning of the Goods. e.g. it goes beyond the sort of handling that might be reasonably allowed in a shop). This is because the Buyer is liable for that loss and, if that deduction is not made, the Buyer would need to pay the Seller the amount of that loss.

13.7 If the Contract is cancelled before any Goods were supplied, the Seller will make the reimbursement without undue delay, and not later than 14 days after the day on which the Seller was informed about the decision to cancel this Contract.

13.8 If the Contract is cancelled after Goods have been supplied, the Seller will make the reimbursement without undue delay, and not later than:

13.8.1 14 days after the day the Seller receives back from the Buyer any Goods supplied; or

13.8.2 (if earlier) 14 days after the day the Buyer provides evidence that the Buyer has sent back the Goods.

13.9 The Seller will make the reimbursement using the same means of payment as the Buyer used for the initial transaction, unless the Buyer has expressly agreed otherwise and, in any event, the Buyer will not incur any fees as a result of the reimbursement.

13.10 Where the Seller is supplying Services, the Buyer the right to cancel the Contract within 14 days of the date of the Contract (without giving a reason) by informing the Buyer in accordance with Condition 13.4.

13.11 The Seller shall not begin the supply of the Services before the end of a cancellation period provided for under Condition 13.10. Unless the Buyer has expressly confirmed in writing to the Seller that the Buyer wishes the Seller to start work for the Buyer within the cancellation period, the Seller will not be able to start supplying the Services for 14 days from the date of the Contract.

13.12 If the Buyer requests that the Seller starts the Services within the cancellation period, the Buyer acknowledges that if the Buyer subsequently cancels the Contract during the 14-day cancellation period, the Buyer shall pay for all Services provided up until the time when the Seller was informed of the Buyer's decision to cancel the Contract on a pro-rata basis. This will be an amount which is in proportion to what has been performed in comparison with the full coverage of the Contract.

13.13 If the Service is performed fully within the cancellation period, the Buyer acknowledges that the Buyer shall lose the right to cancel the Contract and shall be required to pay for the Services in full.

#### **14. ASSIGNMENT AND SUB-CONTRACTING**

14.1 The Buyer shall not assign the Contract (or any part of it) without the prior written consent of the Seller.

14.2 The Seller may assign or transfer the Contract (or any part of it), and may sub-contract any or all of its obligations under the Contract to any person, firm or company.

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## 15. FORCE MAJEURE

15.1.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or sub-contractors.

## 16. BREXIT

16.1 If, at any time after the UK ceases to be a Member State of the European Union, the Seller is required to obtain a licence or consent to perform the Contract, such as an export licence, the Seller shall promptly apply for such licence or consent but the Seller shall not be in breach of the Contract or otherwise liable to the Buyer for any delays in performing any of its obligations under the Contract (including delivery) as a result of such requirement. Delivery shall be carried out by the Seller as soon as reasonably practicable following the granting of such licence or consent in a form acceptable to the Seller.

## 17. COMMUNICATIONS

17.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier or fax.

17.2 A notice or other communication shall be deemed to have been received, if:

17.2.1 delivered personally, when left at the address referred to in Condition 16.1;

17.2.2 sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

17.2.3 delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or

17.2.4 if sent by fax, one Business Day after transmission.

17.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

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## 18. UNITED STATES AS END USER.

18.1 If the Goods or Services sold hereunder are pursuant to a contract or subcontract issued by an agency or department of the United States government, Seller agrees that the Conditions (other than those with respect to price and payment) shall be deemed modified to the extent reasonably necessary for Buyer to comply with mandatory statutory procurement requirements imposed on Buyer by virtue of the fact that the Goods or Services procured hereunder are intended to be acquired, used, or consumed by an agency or a department of the United States; *provided, however*, that these Terms shall not be deemed so modified unless and until Buyer notifies Seller of such intent and identifies with specificity the modifications Buyer deems necessary for compliance.

## 19. GENERAL

19.1 Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not.

19.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

19.3 Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

19.4 Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

19.5 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 (or any equivalent legislation in any other country) by any person that is not a party to it.

19.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

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