

Gwanak Analog Standard Terms and Conditions of Sale

1. Application of Terms

The terms and conditions herein constitute the exclusive and binding agreement between Gwanak Analog Co., Ltd. ("Seller") and Buyer ("Buyer") regarding the purchase of the products ("Products") ordered herein upon acknowledgment and/or commencement of performance by Seller. Any additional or different terms proposed by Buyer, including those in Buyer's purchase order, other correspondence, or any other order, will not apply unless explicitly accepted in writing by Seller's authorized representative. Changes, modifications, or revisions to this document will only be effective if an authorized representative of Buyer signs Seller's written changes. Seller's failure to specifically object to any communication from Buyer containing additional terms and conditions shall not be considered a waiver of the terms and conditions stated herein.

2. Prices

All prices are invoiced in U.S. Dollars. All prices are subject to adjustment on account of specifications, quantities, shipment arrangements, or other terms and conditions that are not a part of the original price quotation. The prices are stated either on the face of this document or on the relevant invoice. Should Buyer not purchase the entire quantity upon which these prices were based, Buyer undertakes to pay the specified higher price for the quantity actually purchased. Prices do not include customs duties or any applicable sales, use, excise, ad valorem, value-added tax (VAT), or other taxes, as mandated by international, local, or county laws, unless alternative terms were previously negotiated and agreed upon in writing. If Seller is legally required to collect such taxes, the appropriate amount will be invoiced to and paid by Buyer, unless Buyer, at its expense, furnishes Seller with a valid tax exemption certificate from the relevant taxing authority.

If discounted pricing is provided to Buyer, it is

provided with the condition that the Products are intended for Buyer's exclusive use and not for use by any other third party. Any utilization or transfer of such discounted Products by a party other than Buyer is subject to a bill-back equivalent to the discrepancy between the discount provided and the list price.

3. Terms of Payment

All payments must be remitted in U.S. Dollars, unless otherwise mutually agreed upon in writing. Payment terms are typically cash upon delivery, unless satisfactory open account credit has been established, in which case payment terms are net thirty (30) days from the invoice date. Seller retains the right, at its sole discretion, to withdraw any credit previously extended to Buyer. Invoices will be issued upon delivery of all Products; if deliveries are authorized in installments, each shipment shall be invoiced and paid on its due date without regard to other scheduled deliveries. Late payments will incur finance charges calculated at a periodic rate of 1.5% per month (18% per year) or the maximum allowable by law, whichever is lower. Amounts owed by Buyer, for which there is no dispute, shall be paid without offset for any amounts claimed by Buyer to be owed by Seller, and notwithstanding any other disputes that may exist. Buyer hereby grants Seller a security interest in the Products and their proceeds as collateral for Buyer's fulfillment of all obligations herein. Payment for the Products must be made irrespective of whether Buyer has inspected or will inspect the Products.

If Buyer fails to make payment when due, Seller may suspend or cancel performance under any agreement including delay or cancellation of shipment on any open orders. Seller will not be liable for, and Buyer will hold Seller harmless from, any costs or losses resulting from suspension or cancellation on account of Buyer's failure to make payment. Buyer may not deduct any Payment amounts on account of unresolved disputes.

4. Shipment

All Products will be scheduled for shipment in accordance with Seller's minimum order policy and applicable shipment sequence. Seller reserves the right to make shipments in installments and to ship Products when available, invoicing shipments as they occur. Seller also reserves the right to allocate production and deliveries among its various customers as necessary. Seller will provide written confirmation of the shipment schedule and make amendments as required. Under no circumstances shall Seller be held liable to Buyer for any delays in shipment or delivery.

5. Delivery, Title and Risk of Loss

Unless otherwise specified herein or agreed upon by the parties in writing, Products will be shipped Ex Works (Incoterms 2020) from Seller's designated facility ("Delivery Point"). However, Seller will procure any necessary and applicable export licenses in connection therewith. Title and risk of loss or damage to the Products shall transfer to Buyer upon Seller's delivery of the Products to the Delivery Point.

Products held or stored by Seller, either at Buyer's request or due to Buyer's failure to accept delivery after the scheduled shipment date in the applicable order, shall be solely at the risk of Buyer. Buyer shall reimburse Seller for all expenses associated with holding or storing such Products. Furthermore, Buyer shall indemnify and hold harmless Seller from any losses, demands, claims, damages, costs, expenses (including consequential losses, loss of profit, reasonable legal costs, and VAT thereon), and liabilities incurred by Seller due to any delay or failure by Buyer in meeting its obligations in this regard. Seller shall bear no liability to Buyer for any delayed delivery or non-delivery of the Products resulting from a delay or failure by Buyer in meeting its obligations under the Ex Works Incoterm 2020.

Any claims regarding the delivered products

ordered for purchase, including visible defects, quantity shortages, or incorrect product shipments, must be reported within ten (10) days of delivery. Failure to provide written notification to Seller within this timeframe regarding any visible defects in the products, quantity shortages, or incorrect shipments shall constitute an unqualified waiver of any rights to return products based on visible defects, shortages, or incorrect shipments.

Due to the variability of transit times from worldwide production facilities, Seller reserves the right to ship products one to seven days in advance of Buyer's requests.

6. Cancellation, Rescheduling, Modifications and Returns

Requests for order cancellations or rescheduling within 30 days of the earliest requested ship date will not be accepted. Any such request, along with returns or modifications, must be submitted in writing and approved in writing by an authorized agent of Seller. Seller reserves the right to accept or reject any such request by Buyer and may impose charges accordingly. Buyer must not return any Products without obtaining a Return Material Authorization (RMA) number issued by Seller for such Products.

7. Intellectual Property

Subject to the conditions outlined below, Seller will, at its expense, defend or settle (at its discretion) any third-party claim against Buyer arising from the infringement of any patent, copyright, mask work right, trade secret, or other intellectual property right by the Product in the jurisdiction where title passes from Seller to Buyer. Additionally, Seller will pay any final judgment entered against Buyer in such a claim, provided that Buyer promptly notifies Seller in writing of the claim upon becoming aware of it and cooperates in its defense as requested by Seller.

To limit its liability and fully satisfy its obligations herein (including defense obligations), Seller

reserves the right to modify or replace the affected Products at any time to avoid infringement, obtain a license to remedy an infringement, or provide Buyer with a full refund of the purchase price of the subject Product (subject to the return of the Product). Seller's duty to defend and indemnify will not apply if the alleged infringement arises from: the combination of the Products with any other goods or products; the modification of any Products by a party other than Seller; or any specifications or directives of Buyer used by Seller in producing the Products. Furthermore, Seller's duty to defend and indemnify will not apply to any settlement made by Buyer without Seller's consent.

THIS SECTION STATES SELLER'S TOTAL RESPONSIBILITY AND LIABILITY AND BUYER'S SOLE REMEDY, FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, TRADEMARK, OR COPYRIGHT BY ANY PRODUCTS OR SERVICES DELIVERED HEREUNDER, OR ANY PART THEREOF. THIS SECTION IS IN LIEU OF AND REPLACES ANY OTHER EXPRESSED, IMPLIED OR STATUTORY WARRANTY AGAINST INFRINGEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR OTHER DAMAGES RESULTING FROM ANY SUCH INFRINGEMENT.

Seller retains ownership of all rights to designs, technical data, and any other intellectual property related to the Products, as well as any models, drawings, patterns, composites, molds, masks, fixtures, and tools used in their production. Nothing in this sale conveys any license, expressly or implicitly, under any such rights to Buyer.

8. Limited Warranty

- a. Seller warrants that the semiconductor products to be delivered under this agreement, if properly utilized and maintained, will adhere to Seller's published specifications and will be devoid of material and workmanship defects for a period of one (1) year from the date of shipment.

9. Exclusion of Warranties

THE WARRANTIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE AND REPLACE ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

Furthermore, the warranties specified in this agreement apply solely to Buyer and not to Buyer's customers.

In the event that any product supplied by Seller fails to meet the above warranty, Seller's sole and exclusive liability shall be, at Seller's discretion, to replace the product or credit Buyer's account with an amount equal to the price paid for any returned product during the warranty period. However, this applies under the condition that: (a) Buyer promptly notifies Seller in writing of any non-conformance and provides a detailed explanation of the alleged deficiency; (b) the product is returned to Seller's facility at Buyer's expense and risk; (c) Seller verifies the claimed deficiencies and confirms that they were not caused by accident, misuse, neglect, alteration, improper installation, repair, or improper testing. In case of non-conformance, Seller will reimburse Buyer for transportation charges. Seller shall be granted a reasonable period to make repairs, replace products, or credit Buyer's account.

This warranty does not cover, and Seller explicitly excludes from this warranty, non-production versions, such as beta and demonstration versions, engineering samples, test and development systems containing the products, and any version for which Seller has not published a data sheet. If any product covered by this agreement is designated for "developmental" or "experimental" use or for reference designs, no warranty whatsoever shall apply, and Buyer shall indemnify Seller against any claims or liabilities asserted

against Seller regarding such "developmental," "experimental" use, or reference designs products.

10. Disclaimer

Products are expressly not designed, intended, or authorized for use in components of systems intended for the operation of weapons, weapons systems, nuclear installations, life-support computers, equipment, or other medical systems (including resuscitation equipment and surgical implants), pollution control, or hazardous substances management ("Unintended Uses"). Seller shall not be liable, either in full or in part, and Buyer shall release Seller from any claim or damage arising from all Unintended Uses of the product, unless Buyer notifies Seller in writing and an authorized representative of Seller expressly consents in writing to such Unintended Uses of the product.

Buyer shall indemnify and hold Seller harmless against all claims, costs, damages, expenses, and reasonable attorneys' fees arising out of any claim of personal injury or death resulting from any Unintended Uses of the product sold by Seller.

11. Buyer Warranty

Acceptance of the Products constitutes a warranty by Buyer that they are financially solvent as of the date of shipment. In relation to the delivered Products, Buyer agrees to assume responsibility for: (a) their selection to achieve the intended results of Buyer, (b) their usage, (c) the outcomes derived from them, and (d) the selection, usage, and outcomes derived from any equipment, programs, or services not provided by Seller but used in conjunction with the Products delivered. Unless otherwise stipulated in a separate written agreement between Buyer and Seller, Buyer additionally warrants that it is purchasing the Products for its internal use only and not for individual resale. Furthermore, Buyer acknowledges the prohibition against reselling the Products to any other third party. In the event that Seller determines Buyer's resale of the Products,

Seller reserves the right, at its sole discretion, to cancel any quotes or existing orders and may refuse to accept any new orders.

12. Restrictions on Use

Buyer agrees not to, directly or indirectly, modify, reverse engineer, decompile, disassemble or create any derivative works of any Products provided to Buyer

13. Assignment

Buyer shall not assign these terms and conditions without the prior written consent of Seller, and any unauthorized attempt to assign any rights, duties, or obligations arising hereunder shall be deemed void. Seller reserves the right to subcontract any part of the work or services to be provided under these terms and conditions as it deems necessary. These terms and conditions shall be binding upon each party, as well as their successors and permitted assigns.

14. Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its fault or negligence, including, without limitation, acts of God, acts of civil or military authority, embargoes, strikes, work stoppages, war, riots, fires, explosions, delays by suppliers, shortages of parts or materials, power failures, or communication line interruptions. Upon any delay described in this section, the time for performance by the party affected by a Force Majeure event shall be extended for a period equal to the time lost by reason of the delay.

15. Breach and Termination

Subject to Seller's rights and remedies under these Terms or the Agreement, or as provided by law, Seller reserves the right to terminate, by written notice to Buyer, any Agreement in whole or in part without any liability if any of the following events

occur:

- a. Buyer fails to make timely payment for any Products, Software, or Services provided by Seller;
- b. Buyer fails to accept conforming Products, Software, or Services supplied by Seller;
- c. Proceedings in insolvency, bankruptcy (including reorganization), liquidation, or winding up are initiated against Buyer, whether voluntarily or involuntarily, or if a trustee or receiver is appointed over Buyer, or if any assignment is made for the benefit of Buyer's creditors;
- d. Buyer breaches any provisions of these Terms and/or the Agreement.

In the event of any of the occurrences described in this sections (a) through (d) above, all payments due from Buyer under the Agreement become immediately due and payable.

Upon cancellation, termination, or expiration of any Agreement, the terms and conditions intended to survive such shall remain in effect.

16. Software License

In the absence of a separate software agreement between Buyer and Seller, the following terms and conditions apply to Seller's software ("Software"):

Software products provided herein remain exclusive property of Seller. By accepting Seller's software license agreement, Buyer acknowledges entitlement to no greater copying and usage rights than those available under copyright laws. Buyer agrees not to use, print, copy, modify, translate, alter, or display software products, whether in whole or in part, except as explicitly permitted in software license agreement. Additionally, Buyer shall not sell, assign, or transfer any rights in software products unless authorized by software license agreement. Furthermore, Buyer shall refrain from reverse-compiling, decompiling, or reverse-engineering any software products, and any attempt to do so will constitute breach of software license agreement. Seller will not provide

software without accompanying software license agreement.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SOFTWARE IS PROVIDED "AS IS." SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF CONTINUED OR UNINTERRUPTED OPERATION OF SOFTWARE LICENSED HEREUNDER.

17. Product and Production Changes

Seller retains the right to implement changes to the product or production process as deemed necessary. In doing so, Seller assures that any such alterations will not adversely impact the form, fit, or function of the products, nor compromise their performance characteristics.

18. Discontinuation of Product

Seller reserves right to discontinue manufacturing and sale of Products at any time. If during term of an Agreement under which Seller sells and Buyer purchases Products on a regular basis, these regularly sold and purchased Products are to be permanently discontinued ("Discontinued Product"), Seller will use its reasonable commercial efforts to give Buyer prior written notice of discontinuation, and to accept last-time-buy orders for Discontinued Product in accordance with Seller's product discontinuation process and general information related thereto as published on Seller's website.

19. Waiver

Seller's failure or delay in exercising any right or remedy arising from an Offer, Confirmation, Agreement, or these Terms shall not constitute a waiver of such right or remedy. Furthermore, the

partial or single exercise of any right or remedy will not prevent Seller from exercising other rights or remedies in the future, whether arising from an Offer, Confirmation, Agreement, these Terms, or by law.

20. Notices

All notices to be provided under these Terms must be in writing and will be considered delivered when hand-delivered, confirmed by a delivery service such as UPS, FedEx, or DHL, or three (3) days after being deposited in the mail of the home country of the party. Postage must be prepaid, and the notice should be sent via certified, registered, first class, or equivalent mail, addressed to the parties at the addresses specified on the Offer, Confirmations, and/or Agreement.

21. Attorney's Fees

In the event of a dispute arising from any Offer, Confirmation, Agreement, or these Terms, the prevailing party in any ensuing litigation shall be entitled to reimbursement by the other party for all reasonable attorneys' fees and expenses incurred.

22. Relationship of Parties

Seller and Buyer aim to establish a buyer-seller relationship and, therefore, operate as independent contractors. Neither party holds authority as an agent or legal representative of the other to create any obligations, whether express or implied, on behalf of the other party.

23. Modifications and Changes

Seller retains the right to amend these Terms at any time. Such modifications shall take effect: (a) for all Offers, Confirmations, and Agreements referencing the modified Terms from the date of the Offer, Confirmation, or Agreement, and (b) for any existing Agreement thirty (30) days following Seller's notification of the modifications to Buyer, unless Buyer notifies Seller within the thirty (30) day period of objection to the modifications.

24. Governing Law; Dispute Resolution

This Agreement shall be governed by and construed under the laws of the Republic of Korea, without regard to conflict of law principles or the UN convention on contracts for international sale of goods. Seller and Buyer consent to personal and exclusive jurisdiction of and conditions stated herein and other documents originated and signed by Seller which are consistent with the terms and conditions stated herein related to the delivery of products, constitute the exclusive and complete agreement between the parties concerning the delivery of product herein.