In these Terms and Conditions of Sale (these “Terms and Conditions”), “Seller” shall mean the STMicroelectronics legal entity providing Products (defined below) to the purchaser of such Products (“Buyer”).

ARTICLE 1. ORDERS AND CONFIRMATION:

1. Seller will reasonably assist Buyer in securing claims. Unless otherwise stated in a written agreement duly signed by Seller, the terms and conditions stated herein shall be deemed incorporated into the Order Confirmation and shall apply to the sale of the Products. No variations of the terms and conditions shall be binding upon Seller unless specifically agreed upon in writing and signed by an authorized representative of Seller.

2. PAYMENTS:

Payment for Products shall be made by Buyer upon receipt of Seller’s invoice, unless otherwise agreed in writing. Unless otherwise agreed in writing, the price of Products shall become due at normal commercial terms after delivery. Buyer shall notify Seller if it is unable to make payment on the due date. If Buyer fails to make payment on the due date, Buyer shall pay interest on the overdue amount at a rate of 1% per month or the maximum rate permitted by law, whichever is less.

3. DELIVERY, TRANSFER OF TITLE, PRODUCTS SPECIFICATIONS:

Transfer of title shall take place at the point of delivery. If Seller agrees to deliver the Products in such manner as to diminish the risk of default, Seller’s liability for maximum amount of Product’s price shall be limited to the amount of Product’s price.

4. EMISSION, ENFORCEMENT, OR OTHER INTELLECTUAL PROPERTY RIGHT BY SELLER’S PRODUCTS SHALL BE LIMITED TO THE PROVISIONS SET FORTH IN ARTICLE 8 AND HEREIN. IN ADDITION, SELLER SHALL HAVE NO LIABILITY OR RESPONSIBILITY ARISING OUT OF OR RESULTING FROM THE DESIGN, SPECIFICATIONS OR INSTRUCTIONS OF BUYER AND/OR ITS AFFILIATES, CUSTOMERS OR SUPPLIERS, OR UTILIZING THE INTELLECTUAL PROPERTY OF SELLER AND/OR ITS AFFILIATES, CUSTOMERS OR SUPPLIERS, INCLUDING BUT NOT LIMITED TO (I) ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS IN INFRINGEMENT AND (II) ANY OTHER OBLIGATION RESULTING FROM THE DESIGN, SPECIFICATIONS OR INSTRUCTIONS OF BUYER AND/OR ITS AFFILIATES, CUSTOMERS OR SUPPLIERS.

5. FORCE MAJURE:

Seller shall not be liable for any delay in performance arising as a result of any occurrence or contingency beyond its reasonable control, including but not limited to, capacity constraints, accident, act of god, acts of the public enemy, war, fire, flood, labor disputes, strikes, riots, civil commotion, war, declare or not, disease and/or any other governmental or semi-governmental action or failure to act of any government or semi-governmental agency, any inability to obtain the Products or other supplies, power failure, novelty of Products, requirements or acts of any government or agency thereof, including trade and commerce policies, laws and regulations, or the like, and any similar incidents.

6. Governing Laws, Jurisdiction and Venue:

Any dispute arising out of or in connection with these Terms and Conditions or the sale of Products shall be subject to the jurisdiction and venue of the courts located in Canton of Geneva, regardless of the location of the STMicroelectronics selling entity. In addition to any other remedy, Seller reserves the right to seek injunctive and/or equitable relief.

The above limitations and exclusions are essential elements and their absence would render the purchase of these Products ineffective. Therefore, Buyer agrees that any such limitation or exclusion that would cause the purchase of these Products ineffective shall be nullified.

Buyer agrees that it will only exploit, re-export or re-transfer of goods, software, technology, services and direct products by a sovereign state to another, within the definition of the Agreement on the Implementation of the UN Arms Trade Treaty, the “ATR Treaty”, or any successor treaty, and any national laws implementing such, and without limitation, the “ABCD Act”, and any other anti-bribery and anti-corruption laws, OECD Anti-Bribery Convention, or other applicable laws.

Buyer agrees that none of the terms and conditions contained in any document from Buyer shall apply, unless such terms and conditions have been expressly accepted in a written agreement duly signed by Seller.

Buyer agrees that it will only exploit, re-export or re-transfer of goods, software, technology, services and direct products by a sovereign state to another, within the definition of the Agreement on the Implementation of the UN Arms Trade Treaty, the “ATR Treaty”, or any successor treaty, and any national laws implementing such, and without limitation, the “ABCD Act”, and any other anti-bribery and anti-corruption laws, OECD Anti-Bribery Convention, or other applicable laws.

Buyer agrees that none of the terms and conditions contained in any document from Buyer shall apply, unless such terms and conditions have been expressly accepted in a written agreement duly signed by Seller.

Buyer agrees that it will only exploit, re-export or re-transfer of goods, software, technology, services and direct products by a sovereign state to another, within the definition of the Agreement on the Implementation of the UN Arms Trade Treaty, the “ATR Treaty”, or any successor treaty, and any national laws implementing such, and without limitation, the “ABCD Act”, and any other anti-bribery and anti-corruption laws, OECD Anti-Bribery Convention, or other applicable laws.

Buyer agrees that none of the terms and conditions contained in any document from Buyer shall apply, unless such terms and conditions have been expressly accepted in a written agreement duly signed by Seller.

Buyer agrees that it will only exploit, re-export or re-transfer of goods, software, technology, services and direct products by a sovereign state to another, within the definition of the Agreement on the Implementation of the UN Arms Trade Treaty, the “ATR Treaty”, or any successor treaty, and any national laws implementing such, and without limitation, the “ABCD Act”, and any other anti-bribery and anti-corruption laws, OECD Anti-Bribery Convention, or other applicable laws.

Buyer agrees that none of the terms and conditions contained in any document from Buyer shall apply, unless such terms and conditions have been expressly accepted in a written agreement duly signed by Seller.

Buyer agrees that it will only exploit, re-export or re-transfer of goods, software, technology, services and direct products by a sovereign state to another, within the definition of the Agreement on the Implementation of the UN Arms Trade Treaty, the “ATR Treaty”, or any successor treaty, and any national laws implementing such, and without limitation, the “ABCD Act”, and any other anti-bribery and anti-corruption laws, OECD Anti-Bribery Convention, or other applicable laws.

Buyer agrees that none of the terms and conditions contained in any document from Buyer shall apply, unless such terms and conditions have been expressly accepted in a written agreement duly signed by Seller.

Buyer agrees that it will only exploit, re-export or re-transfer of goods, software, technology, services and direct products by a sovereign state to another, within the definition of the Agreement on the Implementation of the UN Arms Trade Treaty, the “ATR Treaty”, or any successor treaty, and any national laws implementing such, and without limitation, the “ABCD Act”, and any other anti-bribery and anti-corruption laws, OECD Anti-Bribery Convention, or other applicable laws.

Buyer agrees that none of the terms and conditions contained in any document from Buyer shall apply, unless such terms and conditions have been expressly accepted in a written agreement duly signed by Seller.

Buyer agrees that it will only exploit, re-export or re-transfer of goods, software, technology, services and direct products by a sovereign state to another, within the definition of the Agreement on the Implementation of the UN Arms Trade Treaty, the “ATR Treaty”, or any successor treaty, and any national laws implementing such, and without limitation, the “ABCD Act”, and any other anti-bribery and anti-corruption laws, OECD Anti-Bribery Convention, or other applicable laws.

Buyer agrees that none of the terms and conditions contained in any document from Buyer shall apply, unless such terms and conditions have been expressly accepted in a written agreement duly signed by Seller.

Buyer agrees that it will only exploit, re-export or re-transfer of goods, software, technology, services and direct products by a sovereign state to another, within the definition of the Agreement on the Implementation of the UN Arms Trade Treaty, the “ATR Treaty”, or any successor treaty, and any national laws implementing such, and without limitation, the “ABCD Act”, and any other anti-bribery and anti-corruption laws, OECD Anti-Bribery Convention, or other applicable laws.

Buyer agrees that none of the terms and conditions contained in any document from Buyer shall apply, unless such terms and conditions have been expressly accepted in a written agreement duly signed by Seller.