



Quotation for ASIC services

March 2, 2021
CRM ref.: OPP-00011731
EP sub. ref.: 80063/A37280/01

To: University of Pavia
Attn.: Piero Malcovati

Dear Mr. Piero Malcovati,

We are pleased to provide you the following price quotation for the manufacturing and assembly in DIL28 of your chips **Tsensor**, submitted on a Mini@sic during H1 2021 with runID 8063 (date: 10/02/2021) on TSMC's 180nm technology.

DELIVERABLES AND PRICE

ITEM	DESCRIPTION	PRICE
1	Participation on EP MPW/ Mini@sic, H1 2021, Discounted Price, Academic design <ul style="list-style-type: none"> ▪ Mini@sic, min. fabr. cost of 3 mm², TSMC 180 nm CMOS MS/RF, 40 samples ▪ On-silicon base area: 3 mm² ▪ MPW/Miniasic run Identification: Run 8063 on 10/2/2021 ▪ Design name: Tsensor 	€ 2,510.00
2	Packaging <ul style="list-style-type: none"> ▪ Packaging in DIL 28, min. 10 parts per diagram <ul style="list-style-type: none"> - Number of packages: 40 ; Unit price: €56.00 / package ▪ (*) Additional charge in case of feasible assembly diagram but with assembly requirements that deviate from the guidelines stated on https://euopractice-ic.com/packaging-integration/general/ <ul style="list-style-type: none"> - Number of packages: 40 ; Unit price: €15.00 / package 	€ 2,240.00 € 600.00

Note for packaging:

- Some parts might be required for set-up. We cannot guarantee that these parts will be delivered at the end.
- Item (*) is only applicable once we receive the confirmation of non-standard package from our assembly house.

VALIDITY OF THE OFFER, APPLICABLE TERMS AND CONDITIONS AND INVOICING

- Customer is responsible for any taxes and fees that may be levied by any government.
- Delivery time: as per MPW schedule
- Incoterms: DAP, excl. any taxes or VAT
- Payment: 100% at delivery of prototypes upon invoice (payable 30 days net from date of invoice, 1% interest per month for late payment).
- Any purchase order based in whole or in part on this Quote shall also be subject to the attached "Terms & Conditions for access to EUROPRACTICE Multi Project Wafer (MPW) runs" and "Imec general terms and conditions of sale". By placing a purchase order, the customer has accepted all Terms and Conditions as described in this Quotation, and no new terms and conditions from either customer and IMEC will be accepted, including terms and conditions from the customer's purchase order, without a specific written consent signed by both the customer and IMEC pertaining to any new terms and conditions.

- Duration: This Quotation is effective for wafers to be started within 30 days of the date of this Quotation and has no effect on orders accepted by IMEC prior to the date of this Quotation. Notwithstanding the foregoing, at its discretion, IMEC accepts orders pursuant to this Quotation subsequent to the expiration of such 30-day period.
- Duration: This Quotation is effective for new orders received before Dec 31st, 2021 and has no effect on orders accepted by IMEC prior to the date of this Quotation.
- Validity: IMEC may, at its option, terminate the validity of this Quotation if no order pursuant to this Quotation is accepted in writing by a Purchase Order (PO) within 30 days of the date of this Quotation.

Your Imec point of contact: Paul Malisse
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Email: Paul.Malisse@imec.be

Terms & Conditions for access to EUROPRACTICE Multi Project Wafer (MPW) runs

1. General

The terms and conditions contained herein apply to all deliveries made and services rendered by the EUROPRACTICE MPW Center or EUROPRACTICE Service Center (hereinafter referred to as the "MPW Center") to CUSTOMER as a result of CUSTOMER's participation to EUROPRACTICE MPW runs. Any change in or amendment to these terms shall only be valid and only become effective after having been officially agreed to in writing by the MPW Center.

2. Design Registration

CUSTOMER has to register participation of a design on a EUROPRACTICE MPW-run through the web-based online registration form, available on the official Internet homepage of EUROPRACTICE (<https://www.euopractice-ic.com>). CUSTOMER has to select one of the following organizations as the desired MPW Center: IMEC vzw, located at Kapeldreef 75, B-3001, Leuven, Belgium OR Fraunhofer-Institut (FHG-IIS), Am Wolfsmantel 33, D-91058 Erlangen, Germany OR CMP, Avenue Felix Viallet 46, 38031 Grenoble Cedex, France OR Tyndall Institute, Lee Maltings Complex, Dyke Parade, Cork, T12R5CP, Ireland. After completion of this form, CUSTOMER has to send the summary form, duly signed by its authorized signatory, by email or post to the selected MPW Center. Only when the signed summary form is received by the MPW Center and the design is checked for design errors, the MPW Center can accept the design for prototyping.

For cancellation of registered designs by CUSTOMER, contact the technical support teams for more information.

3. Prices and Payment

Prices for deliveries made or services rendered by the MPW Center to CUSTOMER shall be as set forth in the official price schedule published on the official Internet homepage of EUROPRACTICE (<https://www.euopractice-ic.com>) or otherwise in a written quotation or price schedule, which upon CUSTOMER's request, will be made available to CUSTOMER. The terms of this price schedule, together with any changes or amendments thereto are fully incorporated into these 'Terms and Conditions' by this reference.

The prices set forth in the price schedule are subject to change. Any amended price schedule will be published on the official Internet homepage of EUROPRACTICE (<https://www.euopractice-ic.com>) together with its effective date.

In general, the MPW Center shall invoice CUSTOMER, for the amounts due, at the time of Products delivery. MPW Center reserves the rights to issue 50% to 100% of the invoice at purchase order acceptance, and the remaining amount will be invoiced at the time of Products delivery. In that case the exact rates will be mentioned in advance in the Products price quotation, and should appear explicitly in the purchase order. CUSTOMER commits to pay the due amounts in due time and according to the provisions of these 'Terms and Conditions'.

All invoices are payable within thirty days after the date of invoice. Payments overdue shall be charged subsequently with past-due interest of 1.25% per month, as of the first day of their falling overdue.

CUSTOMER will make the payments to the MPW Center without withholding or deduction for or on account of any taxes, duties and/or other charges.

The MPW Center has the right to request CUSTOMER for a letter of credit or proof of a sufficient bank warranty, or any other warranty, as the MPW Center may deem appropriate to warrant the execution of CUSTOMER of its obligations.

4. Delivery

Services will be delivered by the Service Center who will be entitled to subcontract (part of) the Services to a third party vendor.

All indicated delivery times are standard delivery times, based on the fabrication runtime of third party vendors. The MPW Center shall make commercially reasonable efforts to deliver on time. However, notwithstanding the foregoing, the MPW Center shall not be held liable for any delays or failures to meet delivery dates.

If the MPW Center is notified by a third party vendor of any delay in the agreed time of delivery, it shall as soon as reasonably possible, notify CUSTOMER thereof in writing, stating whenever possible, the time when delivery can be expected.

Deliveries will be made DAP or CPT, CUSTOMER delivery address, in accordance with the Incoterms 2010.

Title to the deliveries and risk of loss will pass from the MPW Center to CUSTOMER upon delivery in accordance with the provision stated above. The scheduled dates of delivery are the dates of shipment to CUSTOMER's facilities or any other place of delivery specified by CUSTOMER.

5. Quality – Warranty – Liability – Indemnification

CUSTOMER expressly recognizes that the EUROPRACTICE service cannot guarantee correct working of CUSTOMER generated designs manufactured on MPW runs.

The fact that the MPW Center has performed DRC, ERC or LVS checks on CUSTOMER generated designs does not mean that the MPW Center guarantees correct working of the checked designs.

The MPW Center only warrants that prototypes are taken from wafers that meet the standard quality level of the selected third party vendor(s) and have passed the standard third party vendor wafer parametric tests.

In case prototype dies have to be packaged by the MPW Center, the MPW Center is only liable for the added value of packaging. This means that in case packaging (dicing and packaging itself) would go wrong, the MPW Center only redo packaging free of charge, CUSTOMER has to deliver new prototype dies (from spare or pay for new MPW run for new dies in case no spare dies are available).

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE MPW CENTER EXPRESSLY DISCLAIMS ANY WARRANTY THAT USE OF THE EUROPRACTICE SERVICE WILL PROVIDE WORKING OR USABLE PARTS, AND CUSTOMER IS NOT RELYING ON ANY WARRANTY OR ON ANY UNDERSTANDING OR BELIEF THAT THE USE OF THE EUROPRACTICE SERVICES WILL PROVIDE WORKING OR USABLE PARTS. THE MPW CENTER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE MPW CENTER SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES CUSTOMER OR ANY SUBSIDIARY OR OTHER AFFILIATE OF CUSTOMER MAY SUFFER RELATING TO THE USE OF ANY FABRICATION AND/OR DELIVERY, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE FABRICATION OR THE DELIVERY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

THE MPW CENTER SHALL NOT BE LIABLE FOR, AND CUSTOMER HEREBY ASSUMES THE RISK OF, AND WILL RELEASE AND FOREVER DISCHARGE THE MPW CENTER, ITS AGENTS, OFFICERS AND EMPLOYEES, EITHER IN THEIR INDIVIDUAL CAPACITIES OR BY REASON OF THEIR

RELATIONSHIP TO THE MPW CENTER, WITH RESPECT TO ANY EXPENSE, CLAIM, LIABILITY, LOSS, OR DAMAGE (INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE) EITHER DIRECT OR INDIRECT, WHETHER INCURRED, MADE OR SUFFERED BY CUSTOMER OR BY ANY THIRD PARTIES, IN CONNECTION WITH OR IN ANY WAY ARISING OUT OF THE FURNISHING OR USE OF THE FABRICATION AND/OR DELIVERY.

IN ALL CASES, THE MPW CENTER'S LIABILITY TO CUSTOMER ON ANY GROUND AND UNDER ANY LAW WHATSOEVER SHALL NOT EXCEED A SUM EQUAL TO THE FEE PAID TO THE MPW CENTER BY CUSTOMER HEREUNDER.

CUSTOMER warrants that any designs provided by CUSTOMER to the MPW Center shall not infringe the intellectual property rights of any third parties.

CUSTOMER agrees to defend, indemnify and hold harmless the MPW Center and its trustees, officers, professional staff, employees and agents and their respective successors, heirs and assigns from all liability, demand, damage, loss or expense that they or any of them may at any time incur by reason of any claims, suits, actions, demands or judgments made against the MPW Center arising from the MPW Center integrated circuit fabrication services performed for CUSTOMER based upon CUSTOMER generated or provided designs, including, but not limited to, any claim or loss related to any product liability or alleged infringements of any patent, copyright, trademark or other proprietary rights.

6. Confidentiality and Proprietary Rights

The MPW Center and CUSTOMER recognize that the information exchanged hereunder is of a confidential and proprietary nature. Each party shall maintain all such confidential and proprietary information provided by the other party hereunder in confidence. As the EUROPRACTICE services envision transfer of such information to third party vendors, the MPW Center agrees that it shall require each such vendor to comply with non-disclosure provisions which shall provide due protection to the information provided by the CUSTOMER. Each party further agrees that it shall treat the other party's confidential and proprietary information with the same care with which it treats its own confidential and proprietary information. The obligation of confidentiality shall extend for a period of five (5) years from the date of disclosure by one party to the other.

Each party specifically agrees that it shall not disclose any material which may be considered proprietary or confidential material of the other party or of any vendors to any third parties.

Proprietary material shall include but shall not be limited to, proprietary vendor information such as yield and parametric data, whether it was provided to customers or extracted by them. Each party remains the sole owner of its intellectual property rights and know-how. No license or other rights are granted herein by one party to the other whether directly or by implication, estoppel or otherwise, with respect to any patent, trademark, copyright, mask work, trade secret or other intellectual property right of a party, except perform the EUROPRACTICE services and make the requested deliveries.

7. Export Laws

The MPW Center is committed to compliance with export and sanctions-related laws and regulations, including EC Regulation No 428/2009, which provides for common EU control rules for exports, transfer, brokering and transit of dual-use items. Under such laws and regulations, an export license might be required to export technology, software, ASIC, MPW (collectively referred to as "Items") in case the Items are classified as dual-use items. CUSTOMER undertakes to complete any questionnaire required to assess the dual-use status of the Items. CUSTOMER acknowledges that an export license granted by the competent export control authorities might be required for the supply of the Items. Therefore, it is explicitly agreed that the execution of the MPW Center's obligations under these Terms and Conditions are subject to the grant of such export license by the competent export control authorities. The MPW Center shall make reasonable business endeavours to acquire such export license. In any event the MPW Center cannot be held liable for acquiring such license and in the event the MPW Center is unable to obtain such license, this cannot be considered by the other Party as a substantial breach by the MPW Center.

In addition, CUSTOMER shall not (i) use any EUROPRACTICE MPW run in the design, development, production, stockpiling or use of weapons of mass destruction, such as nuclear, chemical or biological weapons or missiles nor for any use supporting those weapon activities, (ii) re-export to any third party who is known or suspected to be involved in any such activities nor to any sanctioned entity, or (iii) export, directly or indirectly, to any destination, person, entity or end use prohibited or restricted under such export control regulations, without obtaining prior authorization from the applicable government authorities to the extent required by those laws.

8. Assignment

Neither party shall assign its rights or delegate its duties under these 'Terms and Conditions' without the prior written consent of the other party hereto, except to any party succeeding to substantially all of the business interests of the assigning party or in the case of the Service Center, a third party vendor appointed by it.

9. Dispute Resolution – Applicable Law & Competent Courts

These 'Terms and Conditions' shall be governed by and interpreted in accordance with the laws of Belgium in case IMEC has been selected as the MPW Center in accordance with the laws of Germany in case Fraunhofer has been selected as the MPW Center and in accordance with the laws of France in case CMP has been selected as the MPW Center. All disputes in connection to the EUROPRACTICE services shall first be discussed in good faith between the parties in order to try to find an amicable solution. If no solution can be found to settle the dispute within forty-five (45) days after giving notice to the other party, then either party may submit the dispute for settlement to the courts of Leuven, Belgium, in case IMEC has been selected as the MPW Center, to the courts of Munich Germany in case Fraunhofer has been selected as the MPW Center, to the courts of Grenoble, France, in case CMP has been selected as the MPW Center to the courts of Dublin, Ireland, in case Tyndall Institute has been selected as the Service Center. The Parties agree that only these courts, as the case may be, are exclusively competent to settle such dispute.

-Version Feb-2020-

Imec General terms and conditions of sale

- "Agreement" means the collection of (i) the quotation issued by IMEC in which the Assignment has been offered, (ii) the purchase order (PO) issued by the Client in which the Assignment has been ordered, (iii) the GTC, (iv) the invoice issued by IMEC for the payment of the Assignment, and as the case might be (v) any specific terms and conditions explicitly agreed upon in writing by IMEC and the Client.

- "Assignment" means the performance of the Services and/or the delivery of Goods as described in the Agreement.

- "Background" refers to any and all intellectual property rights and know-how of IMEC in the same or related areas as those applicable to the Assignment, held by and/or in the possession of or controlled by IMEC prior to the starting date of the Assignment as well as all developments, improvements and/or additions to these that IMEC generates and/or that are made outside the scope of the Assignment.

- "Client" means the legal entity, as identified in the Agreement, requesting the Assignment.

- "Deliverables" mean the outcome of the Assignment, excluding the Foreground.

- "Force Majeure" refers to an inevitable and unforeseen event beyond IMEC's control or of its suppliers or subcontractors.

- "Foreground" means any developed intellectual property rights and know how within the Assignment.

- "Good(s)" mean the material(s) to be supplied by IMEC to the Client, within the context of the Assignment.

- "IMEC" means to the legal entity performing the Assignment.

- "Services" refer(s) to the services to be carried out by IMEC for the benefit of the Client, as described in the Agreement.

1. IMEC is not bound by and hereby expressly rejects Client's general terms and conditions. Client accepts these GTC by accepting the Deliverables whether or not these GTC are provided with each sales transaction.

2. The Assignment between the Client and IMEC enters into force (i) through signature of the quotation for acceptance by the Client; or (ii) through signature of the PO for acceptance by a person who can legally represent IMEC or (iii) through acceptance of the PO by IMEC through execution thereof.

3. IMEC has the right to make alterations to the size, price, delivery and payment period as laid down in the Agreement and will notify the Client thereof in writing. The Client must communicate its objections in writing to IMEC within a period of 14 calendar days to be calculated from the announcement of the alterations by IMEC, in the absence of which IMEC is authorized to carry through the alterations.

4. IMEC may call on subcontractors to carry out the Assignment, without the Client's consent.

5. The conditions of delivery are FCA IMEC (per Incoterms 2010). IMEC will make the Good(s) available at IMEC's premises. The Client bears full costs and risks of moving the Good(s) from there to destination. IMEC will decide on the proper packaging. The Goods are deemed to be properly packaged upon delivery. IMEC shall not be responsible in case of damages to the Goods resulting from improper packaging. The Client is responsible for the Good(s) and insures itself against possible risks. The Deliverables remain, the property of IMEC until full and timely payment has been made.

6. The execution and delivery periods are only indicative and IMEC is not liable for delays in delivery for any reason. In the event they are exceeded, the Client may not make a claim for compensation, nor terminate the Agreement or demand its cancellation. Deliveries may be made in instalments and a delay or default in delivery of any instalment shall not relieve Client of the obligation to accept and pay for other deliveries.

7. Deliverables and all related information are delivered on an "AS IS" basis. IMEC makes no warranties, either express or implied, with respect to the Deliverables, including, but not limited to, implied warranties of merchantability or fitness for a particular use or for a particular application or purpose. Neither does IMEC warrant that, in the execution of the Agreement, it does not commit an

infringement on the intellectual property rights of third parties. Neither will IMEC protect the Client from demands by third parties resulting from infringements on the intellectual property rights of these third parties.

8. IMEC and the Client agree to comply with applicable Export Administration Law, regulations or the like ("EA Law") and agree to obtain necessary export licenses, if required by the EA Law. IMEC and the Client agree to reasonably cooperate with each other to ensure compliance with this clause. Furthermore, the Client understands, agrees and warrants that Client is not listed on any relevant list adopted by the export control authorities of the members of the Wassenaar Arrangement. In addition, the Client understands, agrees and warrants that the Deliverables and/or all information, related to the Assignment provided by IMEC will not be (i) used in relation to any nuclear, biological or chemical weapons or missiles capable of delivering these weapons or used in any manner for a military end use or with a military end-user; (ii) re-exported or sold to any third party and/or affiliated party who is known or suspected to be involved in relation to any such activities nor to any entity or individual listed on any relevant list adopted by the export control authorities of the members of the Wassenaar Arrangement. IMEC shall be entirely indemnified and be held harmless by the Client for any damages suffered by IMEC from the disrespect hereof by the Client. If an export license is required to lawfully export the Deliverables, (technical) data or software, then the issuance of an appropriate license to IMEC or its subcontractor shall constitute a condition precedent to IMEC's obligations under the Agreement. If during the Assignment Client is listed on any relevant list adopted by the export control authorities of the members of the Wassenaar Arrangement, Client will promptly inform IMEC of this proceeding. IMEC is entitled to terminate the Agreement as per Article 11 of this Agreement without any liability or obligation to pay compensation to Client or to any other concerned Party.

9. The amounts under this Agreement are in EURO. Any prices mentioned are always excluding VAT, other taxes, excise duties, costs, bank costs and the like and can be subject to duties, surcharges and other factors, which are all at the expense of the Client. All invoices under this Agreement are validly sent by e-mail and are payable within 30 calendar days after date of invoice. All payments shall be without retention or set-off by Client. In case of late or non- payment of any amount due by the Client to IMEC, such amount shall bear interest at the rate applied by the European Central Bank to its most recent refinancing operations plus ten percentage points per year from the date on which such amount has become due and payable, without any notice. Moreover, in the case of late payment, the invoiced amount will be increased by a fixed compensation of 10%, with a minimum of 200 EURO. Furthermore, IMEC has the right to recover compensation for all costs, such as collection charges and legal fees, costs and attorney's fees. These costs are not included in the fixed compensation. Notwithstanding the foregoing, IMEC reserves the right to terminate the Agreement due to the Client's non-payment, in accordance with article 11.

This article contains any and all Client conditions or requirements for issuing invoices by IMEC and the payment hereof by Client. Hence, after entering into force of the Assignment (art. 2), Client shall not request IMEC to comply with any other requirements or to accept any other terms and conditions of any kind which might delay or hinder the creation or payment of invoices (such as, but not limited to, acceptance of a code of conduct, compliance to Client procedures etc.) prior to the issuing of its invoices or payment hereof, other than explicitly agreed upon in this Agreement. If Client requests IMEC to upload invoices into its purchase management system, Client shall bear all costs associated therewith and no additional fee shall be due by IMEC.

10. Any objection regarding the invoice shall be made in writing, and sent by registered mail within 10 calendar days after date of invoice, mandatory mentioning date and reference of the invoice. Without any written objection conform to the terms and conditions as mentioned in this article 10, the invoice shall be deemed definitely accepted and thus due.

11. IMEC is entitled to terminate in whole or in part the Agreement by registered letter without any liability or obligation to pay compensation in case: (i) Client is in default of any article of the Agreement, (ii) inaccurate information is supplied by Client, (iii) the Client files for bankruptcy or requests a postponement of payment, (iv) of declaration of bankruptcy, settlement or annulment, or (v) a similar procedure is initiated due to which payment to IMEC is ceased. The Agreement cannot be cancelled by the Client, except with IMEC's prior written consent. In such case, where IMEC approves a cancellation, IMEC reserves the right to charge the Client with reasonable costs based upon expenses already incurred, including, without limitation, any work done, material purchased and also including IMEC's usual overhead for a minimum amount of 30% of the total amount of the invoice.

12. IMEC shall use its reasonable efforts to perform the Assignment considering the actual state of knowledge and technology in the scientific field concerned. Except in case of wilful misconduct or fraud attributable to IMEC, IMEC shall not be liable and IMEC shall not hold the Client or any third parties harmless for any damage that the Client or third parties could possibly suffer resulting from the performance of the Assignment or from using the Deliverables. The Client uses the Deliverables at its own risk. The Client holds IMEC harmless against all claims of third parties which may be filed against IMEC because of any damage or loss due to the Client's use of the Deliverables. In any case and to the extent permitted by applicable mandatory law, IMEC's aggregate liability will in any case be limited to the maximum price paid by the Client to IMEC for the Assignment.

13. Any Background and Foreground remain the exclusive property of IMEC. The Client shall not reverse-engineer, de-compile, disassemble or make any other attempt to ascertain the composition or the characteristics of the Deliverables. The delivery of the Deliverables shall in no way be deemed to confer upon the Client any right, interest or license in or to IMEC's Background or Foreground.

14. The Client agrees to treat IMEC's Background, Foreground and any other information received by IMEC, in whatever form, as strictly confidential in accordance with this article 14, unless an existing non-disclosure agreement between IMEC and Client related to the Assignment is in place, in that case the latter will prevail. Confidential information shall be protected by the Client to avoid disclosure to any third party, with the same degree of care as is used with respect to the Client's own confidential information, but not less than a reasonable degree of care. The Client will impose the same confidentiality obligations on its personnel who

reasonably needs to be informed of this confidential information. The Client shall be liable for disclosure of confidential information of IMEC. The confidentiality obligations remain in full force for 5 years as from expiration or termination of the Agreement. Information or materials supplied by the Client needed for the Assignment are considered to be compliant with the applicable laws concerning author's rights and other intellectual property rights. The Client shall indemnify IMEC for all eventual claims from third parties with regard to materials and/or information supplied by the Client.

IMEC shall keep the information or materials supplied by the Client confidential, provided this material and information are appropriately labelled.

15. Unless expressly authorized in writing by IMEC, Client shall not resell, distribute, disclose or otherwise put at the disposal of third parties the Deliverables.

16. Whenever IMEC is unable to carry out the Assignment due to Force Majeure, the delivery schedules shall be considered extended by a period of time equal to the time lost because of Force Majeure. When after a period of 2 months from the notification by IMEC to the Client regarding the Force Majeure, the Force Majeure remains unsolved, IMEC may terminate the Assignment without liability.

17. In the event a provision of these GTC should be invalid, this will not lead to the invalidity of the remaining provisions of these GTC. The invalid provision will be replaced with a provision that comes as close as possible to the original intended meaning of the provision.

18. Consent by IMEC to, or waiver of, a breach of any article of the GTC by Client, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

19. These GTC fall under the law of the country of IMEC's registered seat and no effect shall be given to any conflict-of-law provisions. All disputes which might arise from the Agreement, which cannot be settled amicably within 45 calendar days after the dispute arose, will be submitted to the competent courts of IMEC's registered seat.

20. The signature of the quotation and/or PO by a party via a scanned or digitized image of a handwritten signature (e.g. scan in PDF format) or an electronic signature (e.g. via DocuSign), shall have the same force and effect as an original handwritten signature. Delivery of the quotation and/or PO including the related invoices via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy.

- Version March 2020 -