

LIGENTEC SA  
 EPFL Innovation Park Bâtiment L  
 Chemin de la Dent-d'Oche 1B  
 CH 1024 Ecublens

University of Pavia  
 Cosimo Lacava  
 Dipartimento di Ingegneria Industriale e  
 dell'Informazione,  
 Via Ferrata 5A  
 27100 Pavia  
 Italy

offer 2021041600485

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**MPW-IR-18**

date:	16.04.2021	contact person:	Henry Francis henry.francis@ligentec.com
valid to:	15.07.2021	customer number:	000450
project name:	2103_UPAV	VAT number:	CHE-380.268.479 TVA

Design Due: 22.6.2021  
 Estimated shipping date: 10 weeks after design acceptance  
 Technical Contact: Cosimo Lacava, [cosimo.lacava@unipv.it](mailto:cosimo.lacava@unipv.it)  
 Shipping address: Same as above

pos.	description	quantity	unit price	total price CHF
1	<b>MPW cell</b> Product code: 04-MPW-IR  7 diced copies of one 5x10mm cell in a Multi Project Wafer run Tape out dates can be found under <a href="https://www.ligentec.com/ligentec-foundry/">https://www.ligentec.com/ligentec-foundry/</a> and are subject to change delivery time: 10 weeks after design acceptance	1.00	18'500.00	18'500.00
2	<b>MPW Heater module</b> Product code: 04-M1-MPW  Metal layer included price per cell	1.00	4'500.00	4'500.00
3	<b>Shipping and handling</b> Product code: DAP Delivery  DAP - Delivery at Place, Incoterms 2020	1.00	100.00	100.00
<b>offer sum excluding VAT</b>				<b>23'100.00</b>

(Subject to Article 44 EC Directive 2006/112 Reverse charge)

# LiGenTec SA

EPFL Innovation Park, Batiment L, 1024 Ecublens, Switzerland

## TERMS AND CONDITIONS OF SALE (JULY 2019)

### 1. DEFINITIONS

In these terms and conditions "Buyer" means the customer. "Sales Contract" means this sales contract of the Products between Buyer and LiGenTec SA. "Products" means the services and deliveries provided by LiGenTec SA.

### 2. QUOTATION AND ORDER

Unless otherwise specified in writing by LiGenTec SA, the quotation submitted to Buyer is firm for, and will expire, ninety (90) days after the date of its issuance. The Sales Contract will be effective subject to Buyer's issuance of purchase order and LiGenTec SA acknowledgement of acceptance thereto in writing.

### 3. PRICES

Unless otherwise specified in writing by LiGenTec SA, the prices are exclusive of transportation, insurance, license fees, Buyer duties or sales, use, excise or other similar taxes. Prices are stated net, 'ex works', and do not include insurance, customs taxes, or any other applicable costs.

### 4. TERMS OF PAYMENT

Unless otherwise specified in writing by LiGenTec SA, the terms of payment shall be net thirty (30) days after the acceptance of a purchase order by cash remittance by cable for seventy five percent (75%) of invoice value and for twenty five percent (25%) of invoice value by cash remittance by cable after the shipment date.

### 5. DELIVERY

Unless otherwise specified in writing by LiGenTec SA, Delivery shall be made EXW LiGenTec SA, EPFL Innovation Park, Batiment L, 1024 Ecublens, Switzerland (Incoterms 2020). Delivery date as set forth in the quotation is approximate only. All delivery periods shall be EXW and start as from the purchase order acceptance. However not before all information and documents necessary for the execution of the contract have been provided by the Buyer, all technical questions have been cleared and all authorizations have been granted.

Where delivery includes instalments, LiGenTec SA shall have the right to deliver in such instalments as it considers expedient. Failure by LiGenTec SA to deliver one or more instalments shall not entitle Buyer to terminate or suspend the Sales Contract or claim compensation for non-delivery or reject those or subsequent instalments.

The Buyer is obliged to inform LiGenTec SA of any permits, export, ownership or usage licenses, approvals, authorizations or other requirements or preconditions relating to delivery which exist in the jurisdiction in which the Buyer is located. The Buyer is obliged to take all steps necessary to help for compliance with these.

### 6. WARRANTY

#### a. General

All information concerning LiGenTec SA's services and deliveries is given to the best of LiGenTec SA's knowledge. The Buyer must notify LiGenTec SA in writing of any defects without delay, and in any event within 30 days from the date of receipt of the goods. The Buyer shall lose its rights in relation to any defects which are not reported to LiGenTec SA within the relevant time limits.

#### b. Liabilities

LiGenTec SA liability under the warranties set forth in clause 6(a) is limited to, at LiGenTec SA's expense replacing the defective goods.

#### c. Exclusion

Unless otherwise agreed in writing by LiGenTec SA, the foregoing warranties are not covered: (i) whose defects are caused by Buyer's

misuse; (ii) whose defects are caused by unusual physical or electrical stress or radiation stress; (iii) whose defects are caused by Buyer's modification without the prior consent of LiGenTec SA; (iv) whose defects are caused by environment which Buyer did not keep in good environment.

### 7. LIMITATION OF LIABILITY

IN NO EVENT SHALL LIGENTEC SA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROPERTY, LOSS OF PROFITS OR LOSS OF PRODUCTION DAMAGES, RESULTING FROM, CAUSED BY OR IN CONNECTION WITH THE SERVICES AND DELIVERIES, WHETHER A CLAIM FOR SUCH DAMAGE IS BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE.

### 8. CONFIDENTIALITY

Buyer agrees, at any time, to hold in confidence any and all information of a confidential nature regarding LiGenTec SA business or affairs, including without limitation, data provided by LiGenTec SA regarding the design and/or methods of manufacture of the Products, and not to disclose the same to any person, firm or corporation, nor use the same for any purpose other than the performance of the Sales Contract. The foregoing confidential and non-use obligation of Buyer shall not be applicable, if Buyer can demonstrate by an appropriate document that: (i) information is already generally available to the public; (ii) information hereafter becomes generally available to the public, through no fault of the Buyer; (iii) information was already known to Buyer prior to the disclosure thereof by LiGenTec SA; or (iv) information lawfully becomes known to Buyer through a third party.

### 9. FORCE MAJEURE

Neither party hereto shall be liable for default of any obligation hereunder if such default results from the force majeure which includes, without limitation, governmental acts or directives; strikes; acts of God; war; insurrection, riot or civil commotion; fires, flooding or water damage; explosions, embargoes, equipment breakdowns, or failure to obtain or withdrawal of any export or import license, whether of the kind herein enumerated or otherwise, which are not within the reasonable control of the party affected.

### 10. GOVERNING LAW

These terms and conditions shall be governed by and construed in accordance with the laws of Switzerland.

### 11. MISCELLANEOUS

The above terms and conditions and any additional agreements made in writing at the time of entering into the contract constitute the entire contract and replace all earlier oral and written agreements. The invalidity of any individual clauses does not affect the validity of the contract's remaining terms and conditions. The parties are under a duty to replace an invalid or unenforceable clause with the enforceable clause which is most similar in economic effect to the invalid or unenforceable clause. Changes or additions to the above terms and conditions and to any other additional terms and conditions agreed at the time of entering into the contract must be in writing.