

# AEM's Terms and Conditions of Sale

**1. General:** AEM Buyer, LLC, as well as its subsidiaries and affiliates (collectively "AEM"), offers to sell its products and/or services (together, the "Products") in accordance with the Terms and Conditions ("Ts&Cs") set forth herein. Acceptance of this offer or Purchase Order is explicitly limited to these Ts&Cs, which shall govern and constitute an integral part of the sale to any person or entity ("Buyer"). AEM hereby expressly rejects and objects to any additional or different terms proposed by Buyer, including those contained in Buyer's purchase order or Buyer's terms and conditions document, unless a duly authorized employee of AEM specifically agrees to such different terms in writing. The Ts&Cs set forth herein as well as any terms and conditions printed on the face of AEM's order acknowledgment by AEM constitute the sole and entire agreement (collectively "Agreement") between AEM and Buyer of Products from AEM with respect to the subject matter hereof. AEM's acceptance of any offer or order of Buyer is hereby expressly made in reliance on Buyer's assent to all Ts&Cs hereof. If Buyer objects to any of the terms or conditions hereof, such objection must be made in writing and received by AEM within five (5) business days after placing the Purchase Order. Failure to object shall be conclusively deemed to be acceptance of the terms and conditions hereof. AEM's failure to object to any term or condition in any oral or written communication from Buyer, whether delivered before or after the date hereof, shall not constitute an acceptance thereof or a waiver of any Ts&Cs hereof. Electronic commerce transactions between Buyer and AEM will be solely governed by this Agreement, and any terms and conditions on Buyer's internet site will be null and void and of no legal effect on AEM. Notwithstanding anything to the contrary herein, these Ts&Cs shall govern the sale of Products unless AEM and Buyer have entered into a separately signed written agreement that (i) expressly states it supersedes or prevails over these Ts&Cs and (ii) is executed by a duly authorized officer/signatory of AEM. In the event of any conflict between such signed agreement and these Ts&Cs, the signed agreement shall govern, but only to the extent of such conflict and only with respect to those specific transactions covered by that agreement.

**2. Prices:** The prices for orders shipped by AEM to Buyer shall be in accordance with current quotations in effect at the time the purchase order is placed and are EXW Incoterms 2020 unless otherwise agreed to by AEM in writing. All quotations of AEM expire thirty (30) calendar days from the date given unless indicated otherwise on AEM's quotation. In the event that a purchase order is rescheduled by Buyer for a later delivery date, subject to terms of Section 6, AEM shall have the right to adjust the price on the order to such price in

effect at the time of shipment, unless otherwise agreed to in writing by AEM and Buyer. Price adjustments for rescheduled orders may apply even if the original quotation has not expired, and such adjusted pricing shall be final and non-negotiable unless expressly waived in writing by AEM. Notwithstanding the foregoing, AEM reserves the right to increase its prices for any Products scheduled for shipment more than sixty (60) days after AEM's acceptance of an order and for orders placed after the quote expiration date. Buyer agrees to be bound by any changes in the price of the Products as formulated at the discretion of AEM and billed to Buyer within the foregoing considerations. The prices quoted by AEM to Buyer are subject to change at any time prior to order acceptance. Buyer shall have no right to rely on any past pricing, discounts, or rebates unless expressly confirmed in writing by AEM for the specific transaction. Unless otherwise stated in writing by AEM, all prices are in United States (U.S.) Dollars. All price references exclude taxes, duties, freight, insurance, and handling charges, which shall be separately itemized and invoiced to Buyer as applicable, unless otherwise agreed. Buyer shall be responsible for all tariffs, duties, and similar government charges imposed on the Products after delivery in accordance with EXW Incoterms 2020. In addition, if any new or increased tariffs, duties, or similar charges are imposed on AEM's inputs, including raw materials or components, AEM reserves the right to adjust the Product pricing accordingly, ever after order acceptance.

**3. Payment Terms:** Where AEM extends credit to Buyer, payment terms shall be net thirty (30) days from the date of AEM's invoice, payable in United States (U.S.) dollars unless otherwise agreed to in writing by AEM. Buyer shall make all payments as provided herein without regard to whether Buyer has made or may make any inspection or use of any Products. Buyer shall have no right to withhold, deduct, or set off any amounts from payments due to AEM without AEM's prior written consent, and any unauthorized deduction shall constitute a payment default. No discounts or setoffs shall be made by Buyer against any invoices unless approved in advance by AEM in writing. Any invoiced amount which is not paid when due may bear interest at the rate of one and one-half percent (1.5%) per month or the highest rate then permitted by law, whichever is less, until paid in full. Buyer shall promptly reimburse AEM for all costs and expenses, including reasonable attorneys' fees incurred by AEM in collecting sums due. AEM may apply payments received to any outstanding balances, including accrued interest or costs, in its sole discretion. AEM may change or withdraw credit amounts or payment terms at any time for any reason. If credit is not extended or is withdrawn, shipment or delivery shall be made,

at AEM's sole election, against advance payment, C.O.D., or another secured form of payment acceptable to AEM. If the Products ordered are delivered in installments, Buyer shall pay for each installment in accordance with the above payment terms. Failure by Buyer to pay any installment when due shall entitle AEM, without liability, to suspend or cancel any future shipments or performance. If Buyer fails to make any payment when due, AEM reserves the right to suspend delivery, which may result in shipping delays. If, in AEM's judgment, Buyer's financial health becomes unsatisfactory or impaired, AEM may, without prejudice to any other rights, suspend or terminate any purchase order, demand immediate payment, or require advance payment or security. AEM's termination of any purchase order in accordance with this clause shall not affect AEM's right to pursue any other available remedies. Time is of the essence with respect to Buyer's payment obligations. AEM reserves the right to cancel any purchase order, in whole or in part, for any reason upon written notice to Buyer, without liability, provided that any deposits or prepayments received for undelivered Products shall be refunded.

**4. Title and Delivery:** The Products shall be delivered to Buyer from AEM's plant. Unless otherwise agreed to in writing by AEM, all shipments shall be delivered Ex Works ("EXW") Incoterm 2020 AEM's shipping dock. Risk of loss or damage to the Products shall pass to Buyer in accordance with the applicable Incoterm, which by default shall be EXW AEM's shipping dock. Buyer shall be responsible for all expenses incurred and licenses, tariffs, taxes, or clearances required for international shipments. Notwithstanding the applicable Incoterm, legal title to the Products shall not pass to Buyer until AEM has received full payment of the purchase price in cleared funds. Until such time, AEM retains full title to the Products, and Buyer agrees to take all necessary steps to protect AEM's ownership rights, including segregation, marking, and refraining from pledging or reselling the Products unless otherwise agreed to by AEM in writing. Buyer grants AEM the right to repossess any Products for which full payment has not been received, without prejudice to any other remedies available at law or in equity. Any subsequent loss or damage shall not relieve Buyer of its obligations. Shipping dates are approximate and may be based on prompt receipt by AEM of all necessary information from Buyer. AEM will not be liable for any loss or expense (incidental, indirect, economic, consequential or otherwise) incurred by Buyer as a result of any delay in delivery for any reason. Lead time on orders and rescheduling are at AEM's discretion.

**5. Taxes:** Prices do not include applicable taxes, duties, or tariffs. Buyer is solely responsible for paying all applicable taxes, duties, and tariffs, including all import duties, tariffs, and taxes for international shipments. AEM will add sales tax to the sale price where required by applicable law, and Buyer will pay such taxes, unless Buyer provides AEM with a duly executed

sales tax exemption certificate, in a form acceptable to the authority having jurisdiction over such tax matters. If Buyer is required by law to withhold any amount of tax from its payment to AEM, Buyer shall promptly pay such amount to the appropriate tax authority and take all reasonable steps to minimize such withholding tax. If Buyer is required by law to withhold or deduct any amount from payment to AEM for taxes, duties, or otherwise, the amount payable by Buyer shall be increased such that AEM receives the full amount it would have received had no withholding or deduction been required (i.e., grossed up to the full invoiced amount). Buyer shall promptly provide AEM with official tax receipts or other documentation evidencing such withholding or deduction. Buyer shall indemnify and hold harmless AEM from and against any claims, assessments, penalties, interest, or liabilities arising from Buyer's failure to pay, withhold, or report any taxes, duties, or governmental charges properly due in connection with the sale or delivery of Products under these Ts&Cs.

**6. Rescheduling and Cancellation:** Requests to reschedule purchase orders for later delivery may be accepted by AEM, at AEM's sole discretion, and are subject to written confirmation by AEM and any applicable price increases, in accordance with Section 2. Rescheduling requests must be submitted at least thirty (30) calendar days prior to the original scheduled ship date; otherwise, they will not be considered and the original delivery schedule shall remain binding. Buyer may request to cancel a purchase order in whole or in part by providing a written notice at least ninety (90) days prior to the original scheduled ship date subject to AEM acceptance at AEM's sole discretion. In such an event, Buyer may be liable for cancellation charges. Such charges may include, without limitation: (i) a price adjustment based on the quantity of Products actually delivered; (ii) all costs incurred by AEM for raw materials, components, work in process, and inventory allocated to Buyer's order that are not readily usable for other customers; (iii) reasonable overhead and handling charges; and (iv) anticipated lost profits.

**7. Force Majeure:** AEM shall not be responsible for any failure to perform or any delay due to a force majeure event or causes beyond its control. These causes shall include, but not be limited to: fire, storm, flood, earthquake, explosion, accident, natural disasters, Acts of God, acts of the public enemy, terrorism, war, rebellion, insurrection, sabotage, pandemic, epidemic, quarantine restrictions, transportation embargoes or failure or delays in transportation, inability to secure raw materials or machinery for the manufacture of its Products, acts of the Federal Government or any agency thereof, acts of any state or local government or agency thereof, and/or judicial action. Similar causes shall excuse Buyer for failure to take Products ordered, other than those already in transit or specially fabricated and not readily saleable to other buyers.

Tools, dies, and other equipment furnished to AEM by Buyer shall be at Buyer's risk and expense.

**8. Confidential Information:** "Confidential Information" shall mean any and all technical and non-technical information provided by either AEM or Buyer to the other, including but not limited to any design, proprietary or otherwise; drawing; formula; model; test data relating to the disclosing party's research or projects; Product information; special requirements of particular customers; current and anticipated volume requirements; Products and Product components and materials; specifications and drawings of any new or existing Products; component and material requirements and specifications; costs; testing or quality information; manufacturing processes; tooling and process concepts; assembly and packaging; quality and composition of components and materials; business and marketing plans and forecasts; financial information or projections; information relating to the fabrication, design, development, assembly or use of a component or Product; technical component or Product information and know-how; trade secret; idea; invention; process; technique; algorithm; computer program (source and object code); engineering hardware or software; supplier; subcontractor; customer; employee; investor; work-in-process; sales; or business details; whether in oral, written, graphic, electronic, or other form. No rights or licenses to trademarks, inventions, copyrights, intellectual property, patents, or otherwise are implied or granted and all rights, title, and interest in the Confidential Information shall remain with the disclosing party. Confidential Information does not include information that: (i) is or becomes available to the public through no fault of the receiving party; (ii) was known by the receiving party on a non-confidential basis prior to its disclosure; (iii) is disclosed to the receiving party by a third party on a non-confidential basis, provided that the third party has a right to disclose the information; or (iv) is independently developed without making use of the Confidential Information. The respective obligations of confidentiality, non-disclosure, and non-use regarding the Confidential Information of the disclosing party shall continue for five (5) years after the date of receipt. Notwithstanding the foregoing, with respect to any Confidential Information that constitutes a trade secret or proprietary intellectual property of the disclosing party, the receiving party's obligations of confidentiality, non-disclosure, and non-use shall survive the five (5) year period and continue for so long as such information remains a trade secret or proprietary under applicable law.

**9. Warranty Conditions:** Subject to the provisions of this clause, AEM warrants that the Products sold to Buyer, either directly or through one of AEM's franchised or authorized distribution partners, are free from defects in material and workmanship, and meet the specifications agreed to by AEM for the periods set forth below ("Warranty Period") from (i) date

of shipment to Buyer; and (ii) shall be free of liens and encumbrances when shipped to Buyer. The Warranty Period is twenty-four (24) months from the date of shipment to Buyer. Notwithstanding the above, the warranty period for Renaissance Products is twelve (12) months from the date of shipment to Buyer. Products sold in wafer or die form are warranted for a period of thirty (30) days from the date of the shipment of the Product to Buyer. This warranty does not apply to any Products that have been subject to misuse, neglect, accident, improper installation, unauthorized repair, modification, or which have been soldered or altered in a way that prevents testing under normal conditions. AEM disclaims all warranties, expressed or implied, for Products purchased from unauthorized sources or used outside of published ratings. AEM's liability under this warranty is limited exclusively to, at AEM's election, (i) replacing the defective Product, (ii) repairing the defective Product, or (iii) issuing a credit not to exceed the original purchase price paid for the defective Product. Repair or replacement does not extend or restart the Warranty Period. Buyer must: (i) notify AEM in writing promptly (and in no case later than ten (10) calendar days after discovery) of the failure of any Product to conform to the warranty set forth above, shall describe in commercially reasonable detail in such notice the symptoms associated with such failure; (ii) the defective units are returned to AEM, commercially reasonable transportation charges prepaid by AEM; and (iii) AEM's examination of such units shall disclose, to its satisfaction, that such defects have not been caused by misuse, neglect, improper installation, repair, alteration, or accident. This warranty does not cover, and AEM shall have no obligation or liability for, any costs of rework, labor, removal, installation, or any incidental or consequential damages resulting from defective Products. THESE REMEDIES SET FORTH HEREIN ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. EXCEPT AS EXPRESSLY SET FORTH ABOVE, AEM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PURPOSE, THEIR QUALITY, THEIR MERCHANTABILITY, THEIR NONINFRINGEMENT, OR OTHERWISE. NO EMPLOYEE OF AEM OR ANY OTHER PARTY IS AUTHORIZED TO MAKE ANY OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS FOR THE OTHER PRODUCTS THAN THE WARRANTY SET FORTH HEREIN. AEM'S LIABILITY UNDER THE WARRANTY SHALL BE LIMITED TO A REFUND OF THE PURCHASE PRICE OF THE PRODUCT. IN NO EVENT SHALL AEM BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE PRODUCTS BY BUYER OR FOR ANY SPECIAL, LOSS OF PROFIT, CONSEQUENTIAL, INDIRECT OR INCIDENTAL

DAMAGES OF ANY KIND WHATSOEVER, OR CLAIMS OF ANY THIRD PARTIES EVEN IF THESE REMEDIES FAIL TO FULFILL THEIR INTENDED PURPOSE. AEM does not warrant that its Products will perform when incorporated in Buyer's application(s) or Buyer's end customers' application(s). Fitness for a particular purpose and all other warranties, expressed or implied, except as to title are expressly rejected. AEM makes no representation or warranty that the Products will meet Buyer's or any third party's specific requirements or intended use, whether or not disclosed to AEM. Product performance is warranted only to the extent expressly described in AEM's agreed-to specifications and product documentation, and no proposal, quotation, statement of work, product roadmap, or sales or marketing communication shall be deemed to modify, expand, or create any warranty or representation by AEM. No employee, agent, or representative of AEM is authorized to modify or expand this warranty. Any amendment must be made in writing and signed by a duly authorized officer of AEM. AEM's warranty shall not be enlarged, diminished or affected by, and no obligation or liability shall arise or grow out of, AEM's rendering of technical advice or service in connection with Buyer's orders, applications, Buyer's end customers' applications, or the Products furnished hereunder. Notwithstanding anything to the contrary, any pre-production Products or Products in development are provided "as is" and "with all faults." AEM disclaims all warranties, expressed or implied, regarding such pre-production Products and Products in development, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

#### **10. Life Support, Medical, and Other Critical**

**Applications:** The Products manufactured by AEM are not designed, authorized, or intended for use in lifesaving, life-sustaining, or other critical applications, such as FDA Class III medical devices or any application where the failure of the Products could reasonably be expected to result in personal injury, death, or catastrophic property damages, unless duly authorized officers of AEM and Buyer have executed a separate, specific written agreement, signed by duly authorized officers of both parties, expressly permitting such use. Any use or sale of the Products for use in such applications without AEM's prior written authorization is strictly at Buyer's own risk. Buyer acknowledges and agrees that it is solely responsible for compliance with all legal, regulatory and safety requirements relating to AEM Products and applications, regardless of any support, documentation, or information provided by AEM. Buyer represents and warrants that it has all necessary expertise to evaluate and mitigate the risks of using AEM Products in such applications, including appropriate safeguards to anticipate, detect, and respond to failures. To the fullest extent permitted by law, Buyer shall indemnify, defend, and hold harmless AEM and its officers, directors, agents,

representatives, employees, shareholders, subsidiaries, distributors, affiliates, and assigns from and against any and all losses, claims, costs, damages, judgments, expenses (including attorneys' fees) arising out of or related to such unauthorized use, including claims based on AEM alleged negligence or failure to warn.

**11. Intellectual Property Indemnities:** Buyer shall not use, authorize, or permit the use of any trademark, copyright or other intellectual property, advertisements, marketing collateral, or logo owned or used by AEM in any way, except to designate Products purchased from AEM in accordance with these Ts&Cs. Trademarks, advertisements, marketing collateral and logos owned or used by AEM may be utilized by Buyer for Product promotion activities only after written approval has been received from AEM's duly authorized representative. AEM agrees to defend any claim, suit or proceeding against Buyer ("Claim") to the extent such Claim is based upon an allegation that a Product, as of its delivery date and under these Ts&Cs, directly infringes a valid and applicable patent or copyright, or misappropriates a third party's mask work, trademark or trade secret and AEM agrees to pay costs and damages awarded in such Claim or agreed to in a settlement approved in writing by AEM; provided that, Buyer will: (i) promptly notify AEM in writing upon Buyer being made aware of the Claim; (ii) provides reasonable cooperation and assistance to AEM in the defense of the Claim; (iii) provide all information and assistance requested by AEM to handle the defense and settlement of the Claim; and (iv) on AEM's request, which shall not be withheld, allow AEM sole control of the defense and/or response to the Claim. If such a Claim has occurred, or in AEM's sole and reasonable judgment, is likely to occur, AEM may, at its option and expense: (a) procure for Buyer the right to continue using the Product; (b) replace or modify the Product with non-infringing Products; or (b) accept the return of the Product and refund the purchase price less reasonable wear and tear. AEM may cease shipping the infringing Products without being in breach of the Agreement. AEM shall have no liability under this Section, and this indemnity does not extend to any claims based upon any infringement or alleged infringement of any intellectual property right arising from: (i) the combination of any Product(s) with other elements if such infringement would be avoided by the use of the Product(s) alone; (ii) the use of the Product(s) in a manner or for an application other than that for which such Product(s) was designed or intended, regardless of whether AEM was aware of such use; (iii) any addition to or modification of the Product(s); (iv) the use of the Product(s) in connection with manufacturing or other process; (v) compliance with Buyer's design, instruction or specification; or (vi) Buyer's negligence or willful misconduct (such claims set forth in (i) through (vi) above shall be referred to herein as "Other Claims"). Buyer agrees to indemnify, defend, and hold harmless AEM and its

affiliates, officers, employees, and agents from and against all losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any Other Claims or Buyer's unauthorized use of AEM's intellectual property. The foregoing states AEM's entire liability, and Buyer's sole and exclusive remedy with respect to any third-party intellectual property infringement or misappropriation claims.

**12. Limitations and Damages:** In no event shall AEM be liable for any collateral, indirect, punitive, incidental, consequential, or exemplary damages in connection with or arising out of a purchase order or the use of Products provided hereunder, regardless of whether AEM has been advised of the possibility of such damages. Excluded damages shall include, but not be restricted to; cost of removal or reinstallation, rework, ancillary costs to the procurement of substitute Products, loss of profits, loss of savings, loss of use, loss of data, or business interruption. No claim, suit, or action shall be brought against AEM more than twelve (12) months after the related cause of action arises. In no event shall AEM's aggregate liability from any warranty, indemnity, or other obligation arising out of or in connection with a purchase order, or any use of any AEM Product provided hereunder, exceed the total amount paid to AEM for the specific Product sold under the applicable purchase order with respect to which losses or damages are claimed. The existence of more than one (1) claim against the specific Product sold to Buyer under a purchase order shall not enlarge or extend this limit. Buyer understands and agrees that the foregoing liability limitations are essential elements of a purchase order and that in the absence of such limitations, the material and economic terms of the purchase order would be substantially different.

**13. Non-waiver of Default:** Each shipment made under a purchase order shall be treated as a separate transaction, but in the event of any default by Buyer, AEM may decline to make further shipments without in any way affecting its rights under such a purchase order. If, despite any default by Buyer, AEM elects to continue to make shipments, its action shall not constitute a waiver of any default by Buyer or in any way affect AEM's legal remedies for any such default. No waiver shall be effective unless in writing signed by AEM.

**14. Export Conditions and Controls:** AEM's Products may be subject to United States (U.S.) or other Government export controls. Any diversion contrary to U.S. or other applicable law is expressly prohibited. Buyer agrees to comply with all applicable export and import control laws and regulations. Buyer understands that the export of AEM's Products may require a valid export license, and Buyer agrees to obtain any such applicable license. Buyer shall not sell, export, or otherwise transfer AEM's Products directly or indirectly to any person, company, entity, or country prohibited by United States (U.S.) or other applicable laws. Buyer agrees to indemnify, defend, and hold harmless AEM and its officers,

employees, and affiliates from and against any and all claims, damages, penalties, fines, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to Buyer's failure to comply with applicable export or import control laws, regulations, or licensing requirements.

**15. Government Contracts:** The Products sold by AEM are "Commercial products" as defined in accordance with FAR 2.101 unless indicate otherwise on AEM's quote. If the Products to be furnished under a purchase order are intended to be used in the performance of a U.S. Government contract or sub-contract where Federal Acquisition Regulations (FAR), Defense Federal Acquisition Regulations Supplements (DFARS), or other applicable government procurement rules or regulations will apply, Buyer shall inform AEM in writing before submitting a purchase order. Unless otherwise agreed to in writing by a duly authorized officer of AEM, no Government acquisitions statutes or regulations will apply to AEM, and AEM makes no representations, warranties, or certifications whatsoever about its compliance with such. Buyer remains solely responsible for compliance with all Government acquisition laws and regulations applicable to its procurement and use of the Products. Unless otherwise agreed in writing, AEM shall not be deemed a subcontractor for purposes of any government contract, and any requirements applicable to subcontractors shall not apply to AEM. Unless agreed to in writing by AEM, certified cost or pricing data will not be provided and CAS, Defective Pricing, TINA, and Audit requirements do not apply to Products purchased hereunder unless required and communicated by the Buyer and by the applicable FAR or DFAR at the time of shipment of the Product(s).

**16. Governing Law & Venue:** The validity, performance and construction of these terms and conditions and any sale made hereunder shall be governed by the laws of the State of Delaware, USA, without giving effect to any choice-of-law or conflict-of-law principles that would result in the application of the laws of any other jurisdiction. For any judicial proceeding permitted under these Ts&Cs, including enforcement of arbitration awards or claims for provisional or injunctive relief, the parties agree to the exclusive jurisdiction and venue of the state and federal courts located in the State of Delaware, USA.

**17. Injunctive Relief:** Nothing in these Ts&Cs will be deemed to prevent either party from seeking injunctive relief or any provisional remedy in an appropriate case in any court of competent jurisdiction of the subject matter in dispute as necessary to protect either party's trade name, proprietary information, trade secrets, trademarks, know-how, or any other intellectual property rights.

**18. Arbitration:** Any controversy or claim arising out of, directly or indirectly, or relating to these terms and conditions, or the breach thereof, shall be settled by arbitration, held in the state of Delaware, USA, in accordance with the rules of the

American Arbitration Association, and judgment on award rendered may be entered in any court having jurisdiction thereof.

**19. Assignment:** Buyer may not assign its rights or obligations hereunder without the prior written consent of a duly authorized officer of AEM. Any unauthorized assignment shall be null and void. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, to a successor as a result of a merger or a sale of all or substantially all assets or stock of that Party. AEM may assign or transfer this Agreement, in whole or in part, without Buyer's consent to any of its affiliates, subsidiaries, or any entity under common control with AEM. For the purposes of this Agreement, a corporate name change does not constitute an assignment.

**20. Entire Agreement:** These Ts&Cs, together with any applicable AEM quotation, and invoice, constitute the entire Agreement between AEM and Buyer regarding the sale of Products, and supersede all prior or contemporaneous oral or written communications, understandings, or agreements. Buyer acknowledges that it has not relied on any representation, warranty, or statement not expressly set forth in this Agreement. In the event of any conflict between these Ts&Cs and any other document, including Buyer's purchase order or terms, these Ts&Cs shall control unless otherwise expressly agreed in writing by a duly authorized officer of AEM. The section headings contained in these terms and conditions are for reference only and shall not affect in any way the meaning or interpretation of AEM's these Ts&Cs.

**21. Reserve of Ownership:** Where permitted by applicable law, AEM retains title to the Products until full payment of all amounts due has been received in cleared funds or otherwise agreed to by AEM in writing. Until such time, Buyer shall hold the Products as bailee for AEM and shall keep them properly stored, protected, and insured. If Buyer resells the Products before title has transferred, it shall assign its receivables from such resale to AEM and hold such proceeds in trust. Buyer shall cooperate with AEM to register any retention of title rights or related security interests if required by local law.

**22. Product Qualification:** AEM qualifies and tests all new Products as specified by its internal quality processes and standards. Any customer requested deviation to this qualification or test process must be agreed to in writing by AEM. AEM reserves the right to reject any such request or to condition approval on additional cost, lead time, or other commercial terms to be agreed in writing.

**23. Modification of Ts&Cs:** No addition to or modification of these Ts&Cs shall be binding on AEM unless set forth in a written instrument expressly identified as an amendment to these Ts&Cs and signed by a duly authorized officer of AEM. No course of dealing, usage of trade, or informal

communication, including email, shall modify or supplement these Ts&Cs.