



IMEC VZW
KAPELDREEF 75
B-3001 LEUVEN

Invoice

Invoice date

16.04.2024

Invoice nr

202402296 / 9000172430

VAT&EORI

BE0425260668

Order No./Date

5030068026/26.01.2024

Contactperson

Mamoona Sadiq

Contactperson info

+ 32 16 28 3704
SADIQ60@IMEC.BE

Shipping address

FRAUNHOFER INSTITUT FUR INTEGRIERTE
SCHALTUNGEN
RUSLAN RYBALKO
AM WOLFSMANTEL 33
91058 ERLANGEN
GERMANY

Bill to address

AP - Fraunhofer-Institut für
Integrierte Schaltungen IIS
Attn: Accounts Payable
Am Wolfsmantel 33
91058 ERLANGEN
GERMANY
VAT DE129515865
IMEC Company ref 50281

Delivery Note No./Date

8000104696/ 15.04.2024

Customer PO no/date

81694/A38100/01 - PO 4500465425/19.12.2023

Delivery conditions

Conditions DAP
DE:ERLANGEN

Payment conditions

Payment PAYMENT 30 DAYS NET

Invoice header

Purchase Order 4500465425

Project top_asic

Invoice details

Item	Material (Commodity code) Description	Quantity	WBS	
	Pricing conditions	Price	Price unit	Value (EUR)
000010	TEC001 (38180010) X-FAB XH035 0.35l HV CMOS	10 EA	A2677_00_01_01	
	Item Value	1.102,05 EUR	1 EA	11.020,50
000020	TEC001 (38180010) BACKGRINDING TO 300 SQMM	1 EA	A2677_00_01_01	
	Item Value	3.544,23 EUR	1 EA	3.544,23
	Item total			14.564,73
	VAT	0 %		0,00

art. 39 bis, 1ste lid, 1 Wbtw / art 138, lid 1 - Directive 2006/112

Invoice amount (EUR)

14.564,73

BELFIUS 551-3098700-07, SWIFT : GKCCBEBB, IBAN: BE74 5513 0987 0007

Indicate invoice with payment: 202402296

The customer took notice of the applicable IMEC terms & conditions and accepted those

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 labeled. 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