

## **APixTec Terms and Conditions**

### **Defined Terms**

- **“Event of Force Majeure”** means any event or circumstance beyond the reasonable control of the party claiming force majeure which may lead to a delay or failure in performance of obligations under this Agreement. This includes, but is not limited to: act of God, act of any sovereign, law, judgment, order, decree, embargo, blockade, labour dispute, failure or delay of suppliers or subcontractors, outbreak of epidemic or pandemic, or interruption/failure of utility services.
- **“Intellectual Property (IP)”** includes know-how, patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, applications for any of the above, and any similar right recognised in any jurisdiction, together with all rights of action related to infringement of the above.
- **“Loss”** includes any demand, claim, proceeding, suit, judgement, loss, liability, cost, expense, fee, penalty or fine.
- **“Parties”** means APixTec and the Company.
- **“Party”** means either APixTec or the Company.
- **“Services”** means services undertaken by APixTec under the Statement of Work, including but not limited to: photonics packaging, PIC assembly, semiconductor packaging, micro-optical bench development, biophotonics-related packaging solutions, and machine vision/AI-enabled photonic integration services.

### **1. Agreement**

This Agreement comprises, and to the exclusion of any terms and conditions of the Company, the general terms and conditions set out herein.

### **2. Services**

The Services are outlined in the Statement of Work and may include custom solutions for semiconductor PIC packaging, biophotonics integration, micro-optical assemblies, or broader photonics packaging requirements.

Subject to availability and the terms herein, APixTec shall use reasonable efforts to deliver Services and/or Deliverables. However, APixTec does not warrant any specific outcome, performance metric, or commercial applicability of the Deliverables, as photonics packaging inherently involves complex technical variables and manufacturing tolerances.

All work is carried out in a professional and diligent manner, with best efforts applied to deliver the highest quality possible. Deviations in optical, mechanical, or electrical properties may occur due to inherent limitations in material and process technologies.

### **3. Laws & Ethics**

Each Party shall carry out its obligations in compliance with all applicable laws, in good faith, and with due regard for health and safety, maintaining the goodwill and reputation of the other Party.

### **4. Liability**

**4.1 No Warranty** – All Goods and Services are provided on an “as is” basis. APixTec makes no warranties, express or implied, including but not limited to completeness, merchantability, fitness for a particular purpose, commercial utility, or non-infringement of IP.

**4.2 Exploitation** – APixTec shall not be liable for:

- (a) any use of Goods, Services, or Deliverables by the Company;
- (b) reliance on Goods, Services, or Deliverables;
- (c) advice or information provided in connection with Services.

**4.3 Exclusion of Certain Losses** – Neither Party shall be liable for indirect damages or losses (loss of profits, revenue, data, contracts, or opportunities).

**4.4 Financial Limit** – Liability of APixTec is limited to the total payment made by the Company under this Agreement.

**4.5 Force Majeure** – Neither Party shall be liable for delays caused by an Event of Force Majeure.

**4.6 Exceptions** – Nothing excludes liability for death/personal injury caused by negligence, fraud, or legal obligations that cannot be excluded.

**4.7 No Implied Terms** – All implied warranties or obligations are excluded to the fullest extent permitted by law.

### **5. Shipping & Delivery**

All shipping costs associated with the delivery of goods by APixTec shall be borne by the customer. Unless the customer specifies a preferred carrier and account number in their Purchase Order, APixTec will designate a carrier and add the corresponding delivery costs to the customer’s invoice. Goods in transit will not be insured by APixTec unless explicitly agreed in writing. Delivery of goods or deliverables will be considered complete when the Company takes possession at APixTec’s facility or at the Company’s address, whichever occurs first. In cases where the Company has nominated a carrier, delivery shall be deemed complete when the goods are handed over to that carrier, who will then be considered the Company’s agent. All risks associated with the goods pass to the Company upon delivery.

### **6. Payment Terms**

All amounts payable are exclusive of applicable taxes, duties, and shipping fees, which are the responsibility of the Company. Payments must be made in Euro (€), and the Company is responsible for all bank charges, including intermediary fees, to ensure APixTec receives the full invoice amount. For orders equal to or greater than €5000, an advance payment of 50% is required at the time of sales order or purchase order confirmation, with the remaining balance payable before shipping. For orders below €5000, full payment (100%) is required at the time of sales order or purchase order confirmation. All payments must be processed within two working weeks from the date of the purchase order, failing which the order will be invalidated. Unless otherwise stated in the quotation, any remaining balance shall be due within 30 days of the invoice date. Late payments will accrue interest at a rate of 18% per annum from the due date until full settlement.

### **7. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of Ireland.

### **8. Intellectual Property**

Ownership of IP remains with the contributing Party (or its licensors). Nothing in this Agreement transfers ownership of background IP.

### **9. Delays**

APixTec will notify the customer of any delays, including cause and expected resolution timeline.

### **10. Termination**

**10.1 Force Majeure:** If performance of a material obligation of either Party under this Agreement is prevented by any Event of Force Majeure for a continuous period of 60 calendar days then either party shall be entitled upon Notice to the other party to immediately terminate this Agreement.

**10.2 Default:** Either party (each a “terminating party”) may terminate this Agreement forthwith upon Notice to the other party (each a “defaulting party”) to that effect if any of the following events occur in respect of the defaulting party:

- (a) where the Company fails to pay any amount due from it under the Agreement within 30 calendar days of the due date.
- (b) the defaulting party fails to comply with any obligation on its part under this Agreement (other than, in the case of the Company clause 6.2(a)) and either that failure is not susceptible to remedy or, if it is susceptible to remedy, it is not remedied within 30 calendar days of Notice having been given by the non-defaulting party to the defaulting party requiring that failure to be remedied.
- (c) The defaulting party is unable to pay its debts as they fall due, or is the subject of examinership, insolvency, dissolution or winding up proceedings.

**10.3 Consequences of Termination:** On the termination of this Agreement

(a) the Company shall (i) pay APixTec for the Goods and /or Services provided prior to termination and (ii) the Company shall reimburse APixTec for any costs committed by APixTec in connection the Goods or Services at the date of termination.

**10.4 Accrued Rights:** Termination of this Agreement shall not affect any rights of the Parties accrued up to the date of termination.

### **11. Export License**

Both Parties shall comply with EU and Irish export regulations. End-user declarations may be required.

### **12. Resale Restrictions**

Reselling, re-engineering, or repackaging of APixTec products is prohibited unless expressly authorised in writing.

### **13. Communications**

By accepting this Agreement, you consent to receiving occasional commercial communications from APixTec. You may unsubscribe at any time by emailing [sales@apixtec.com](mailto:sales@apixtec.com).

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