SOC-E

Date: 26/10/2026

GENERAL SALES TERMS AND CONDITIONS

The following General Sales Terms and Conditions set forth the basis upon which System-on-chip Engineering S.L (hereinafter, “SOC-E”) conducts its business for **SocTek Modules and RelyUm Industrial End-equipment product families** with the purchaser (hereinafter, referred to as "Buyer") of the goods and/or services.

1. INTRODUCTION

The following terms and conditions shall apply to any sale of products or services by SOC-E, a Spanish company having its principal place of business at Calle Islas Canarias 19 -1 Bilbao 48015 (Spain). Any order covering the sale of SOC-E’s products and services shall be governed solely by these General Sales Terms and Conditions (“GTCs”). If any order requires different conditions from those set forth in these GTCs, it will be necessary for SOC-E to expressly accept them in writing. If these GTCs differ from the purchasing conditions usually used by the Buyer in their business relationships, these GTCs shall prevail.

2. ORDER ACCEPTANCE AND DELIVERY

The Buyer's order shall be deemed accepted when SOC-E sends an acknowledgement to customer, within ten (10) business days. SOC-E reserves the right to reject any order, in its sole discretion.

Any delivery or shipment dates given in the Order Acknowledgement or order confirmation are estimated only and SOC-E is not liable for any loss, damage, cost or expense for any failure to deliver in accordance with the given delivery or shipment dates. Any late delivery penalty clause include by the Buyer in its order shall be null and void. The Buyer expressly agrees to accept partial deliveries.

The specification for packing the products shall be entirely at the discretion of SOC-E who shall have the right to pack all products in such a manner and with such materials and in such quantities as in its absolute discretion thinks fit and shall not be obliged to comply with any packaging instructions or requests of Buyer.

Unless expressly agreed in writing otherwise by SOC-E and the Buyer, deliveries shall be made on the Incoterms basis Ex-Works. Therefore, the Buyer will assume responsibility for the collection of the goods at SOC-E´s premises or another agreed location, as well as all costs, risks, and formalities required for transportation, export, import, and any other expenses related to the goods from the moment they are made available for pickup.

Within five (5) calendar days upon receipt of the Products, the Buyer shall inspect the Products and notify SOC-E in writing of any defects or issues with the Products. Should no notice in writing be sent to SOC-E within the abovementioned period, the delivered Products shall be deemed accepted by the Buyer.

3. PRICES

The prices for the products and services shall be at SOC-E’s standard prices in effect at the time of shipment unless SOC-E communicates different prices at the time of order acceptance. All advertised prices for SOC-E products and services are subject to change, without prior notice. However, orders in progress will be subject to the prices in effect at the time the order was accepted by SOC-E. If such prices are based on the purchase of a particular quantity of products and the Buyer fails to purchase such quantity, SOC-E shall have the right to collect from the Buyer the difference between the price paid by the Buyer for the products purchased and SOC-E's standard price for such products in the quantity purchased by the Buyer.

The quoted prices of the Products do not include shipping, insurance, taxes, customs or duties. The Buyer is responsible for costs of shipping and insurance, and customs and duties as well as all turnover taxes and other taxes

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associated with the purchase and delivery of the Products. Shipping and insurance costs as well as taxes, if applicable, shall be included separately in the invoice and indicated separately.

4. INVOICING AND PAYMENT

Invoice shall be made on the date when the Products are dispatched to carrier. In the case of orders that include products specially manufactured to fulfil an order, either because they require product customization or because the volume of equipment exceeds normal stock levels, SOC-E shall issue an invoice for 25% of the total amount upon receipt of the order, as an advance payment to cover the special conditions of the order.

All payments are due and payable thirty (30) days from the date of invoice, provided however, that SOC-E shall have the right, if so indicated at the time of order acceptance, to require payment before shipment. Payments shall be made in Euros, in accordance with the remittance instructions on the invoice. If payment is made in a currency other than euro, any extra costs relating to this payment shall be payable by the Buyer.

The Buyer acknowledges and accepts that to make the payment in due time is the essence of the Agreement and shall be complied at all times.

Late payment of invoices may be assessed a charge equal to the greater of 3.0% per month of the balance due or the maximum rate of interest permitted in accordance with the laws.

If, in the judgment of SOC-E, the financial condition of Buyer does not justify continuance of shipment or shipment under the terms of payment originally specified, or the Buyer fails to make payment when due, or otherwise defaults, SOC-E may alter terms of payment; suspend credit terms previously agreed; delay shipment, until delinquencies are corrected; cancel pending orders; or pursue any remedies available in law. In such event, SOC-E shall be entitled to expenses of collection and expenses of products already built or partly built as well as any associated legal fees.

5. STORAGE POLICY

If the Buyer requests delaying the equipment reception, the standard policy applied is as follows:

- First month of storage: No charge.
- Beyond the first month: A storage fee will apply at a rate of 1% of the value of the Equipment + 0.5% per additional week of storage (for cost of assurance, storage, etc). These prices don’t include taxes.
- Delivery within the same year: Delivery must be made within the current calendar year.
- Billing after the first month: After the first month of storage (which is free), 75% of the total Equipment price shall be invoiced, as well as storage costs.
- Storage certificate: A certificate will be issued, including the equipment serial number, storage date and the expected delivery date.

6. RETENTION OF TITLE

SOC-E's software/firmware included in the products is licensed, not sold. The software/firmware is owned or licensed by SOC-E and is protected by copyright laws and treaty provisions. Buyer obtains no rights other than those granted to Buyer herein. SOC-E grants the Buyer a non-exclusive and transferable license to use SOC-E's "free of charge" software/firmware solely for use with products; all other software/firmware will be subject to SOC-E's "Software License Agreement".

The products shall remain the property of SOC-E until the price in principal and incidental items have been paid in full. If products have not been paid for by the due date, SOC-E may demand the return of the products at any time, at the buyer's expense and regardless of who has them in their possession.

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If products have been transformed or converted, the transformed products or the products of which they form a part shall become SOC-E's guarantee until payment is received in full. The Buyer undertakes to inform the third parties to which it sells the products, either in their existing state or as part of another item, of the existence of the retention of title clause.

If products are returned pursuant to this article, SOC-E shall retain any prepayments made as flat rate damages without prejudice to claiming additional liability.

In the event of the court-ordered receivership or liquidation of the Buyer, SOC-E may claim any outstanding payments or products in kind from the debtor and the sub-buyers, whose contact details the Buyer or the beneficiary shall provide immediately when so requested by SOC-E as soon as the products have been sold to the sub-buyer. The guaranteed return of serial products that have not been paid for shall also apply to identical products still in stock, and SOC-E shall be under no obligation to identify the products delivered but not paid for among those still in stock at the premises of the Buyer or the beneficiary. Products supplied by SOC-E shall remain its property until they have been paid for in full.

7. CANCELLATION

The Buyer may not cancel or reschedule any order placed on SOC-E without the prior written consent of SOC-E. In case of approval of the requested rescheduling, SOC-E shall provide in writing the conditions that will apply regarding price, payment terms, delivery deadlines, etc. In case of cancellation, the Buyer shall pay for totally completed item at the price set out in the order and pay for partially completed item the price indicated by SOC-E in the cancellation acceptance document. If a requested change is not accepted by SOC-E, the original purchase order shall remain in effect.

8. WARRANTY

a) SOC-E warrants that all Products, when purchased through SOC-E or an authorized distributor, shall be free from defects in material use within the period as set forth in sub-paragraph 8c.

   This warranty is limited to the replacement of the defective products, its repair, or the refund of the amount paid in exchange for the return of the defective products, at SOC-E´s sole discretion. If SOC-E decides to replace or repair the product, this shall not be deemed as an automatic extension of the warranty. Products that are repaired or replaced are guaranteed for six (6) months from the date of repair or replacement. Products that have been replaced become the property of SOC-E as soon as they enter SOC-E's warehouse. Similarly, if SOC-E elects to refund the amount paid in exchange for the return of the products, ownership of the products shall be transfer to SOC-E upon payment.

   For purposes of this contract the term "defect" shall mean the products fail to operate or fail to conform to its specifications agreed to in writing by SOC-E. Any claim made pursuant to this contract shall be asserted or made in writing only by the Buyer.

   The warranty shall lapse immediately if all or some of the price remains unpaid on the due date.

b) SOC-E's sole obligation under this warranty shall be, at its sole option, either to repair the product at its own expense and return it to the Buyer, or to replace the product with another, or to refund the amount paid by the Buyer and retrieve the products from the Buyer´s premises.

c) Standard Warranty Period for products supplied by SOC-E, or its authorised agents, is from date of SOC-E's invoice and is:
   i) 2 years for electronic assemblies and electronic sub-assemblies manufactured by SOC-E,
   ii) 1 year for software and firmware products produced by SOC-E,

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iii) 1 year for cables, connectors and all other products manufactured or supplied by SOC-E.

d) SOC-E does not warrant that its software/firmware is free from all bugs, errors or omissions. During the Warranty Period, if a new firmware version that corrects an existing bug is released, SOC-E may to upgrade the product at no extra cost, provided that SOC-E deems that the new firmware does not significantly change the product´s functionality. If it does, the purchaser shall pay the difference between the product's original and current prices to access the upgrade and the new functionalities included in it. After the warranty period has expired, SOC-E may offer updates, functionality improvements and support services under an annual maintenance and update contract, or through one-off licences according to the customer's needs.

e) Warranty exclusions: SOC-E shall not be liable under this warranty for:
   i) the products that Buyer alleges are defective and have been repaired or altered by someone other than SOC-E's designated personnel or authorised representative, unless such repair or alteration was effected pursuant to prior written approval of SOC-E, or
   ii) where Buyer fails to notify SOC-E of any alleged defect within the Warranty Period defined in sub-paragraph "8c", or
   iii) where the Buyer fails to return defective products to SOC-E with freight prepaid by the Buyer to SOC-E's facility, or
   iv) where products have been altered or damaged in any way which SOC-E reasonably determines to affect the performance and reliability, or where the products have been subject to misuse, improper use, improper storage or installation, neglect or accident, or
   v) defects caused by a force majeure event in accordance with article 12.

f) The warranty does not extend to any failure of the software/firmware caused by: any modification or change not made by SOC-E; or, any non-compliance caused by use of the software/firmware in combination with products, products, services or other items furnished by anyone other than SOC-E; or, use of the software/firmware with any predecessor or successor version of the software/firmware; or, use of the software/firmware in an operating environment other than as specified; or, errors in the applicable documentation.

g) All products that are given or loaned to the Buyer "free of charge" are provided "as is", without warranty as to their performance, merchantability, or fitness for a particular purpose. The entire risk as to the results and performance of these "free of charge" products is assumed by the Buyer and not the SOC-E.

h) The warranty and remedies set forth are in lieu of all other warranties expressed or implied, oral or written, either in fact or by operation in law, statutory or otherwise. SOC-E neither assumes nor authorises any person to assume for it any other liability. SOC-E does not warrant merchantability nor fitness for any purpose and shall not be liable for consequential damages of any kind, however incurred. SOC-E does not warrant, and this warranty specifically excludes, the suitability of its products for any specific use or application, and compatibility of its products with any other hardware or software system not provided by it.

9. LIMITATION OF LIABILITY

SOC-E´s liability shall be limited to the provisions set forth in the preceding clause. The warranties provided herein are Buyer's sole and exclusive remedies. In no event shall SOC-E be liable for indirect, special, incidental, re-procurement costs, consequential or punitive damages (including but not limited to lost profits, lost savings, penalties or damages payable to third parties and damage to goodwill) suffered or incurred.

The Product is compliant with environmental regulations, as well as ROHS and REACH regulations, in force at the time of delivery. SOC-E shall not have responsibility for subsequent regulatory changes or non-compliant use. SOC-E shall not be responsible for any cybersecurity incidents arising from the use of the equipment.

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10. EXPORTING OF GOODS BY BUYER

In application of the various national and international regulations, the Buyer undertakes not to re-export from its country any products not sold in conformity with said regulations and shall obtain any necessary licences and authorisations beforehand. It is the Buyer's sole responsibility to ensure compliance with the applicable export laws.

SOC-E shall accept no responsibility or obligation and cannot be held liable for any detrimental consequences that may result from the failure to comply with said regulations or the failure to obtain the authorisations required by the Buyer, which undertakes to guarantee and compensate SOC-E for any loss, cost or liability that it may incur in such cases.

11. RESTRICTIONS ON USE

Goods sold by SOC-E are not designed, intended or authorised for use in life support, life sustaining, nuclear, or other applications in which the failure of such products could reasonably be expected to result in personal injury, loss of life, environmental damage/contamination, radioactive releases, explosions or catastrophic property damage.

If Buyer uses or sells the products for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer's sole risk; (2) Buyer agrees that SOC-E is not liable, in whole or in part, for any claim or damage arising from such use; (3) Buyer agrees to indemnify, defend and hold SOC-E harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale; (4) Buyer must inform its users of these restrictions.

12. FORCE MAJEUR

SOC-E cannot be held liable if its failure or delay in performing one of its obligations described in these General Sales Terms and Conditions if such failure or delay is caused by a force majeure or fortuitous event, including but not limited to pandemics, cyberattacks, supply chain disruptions, general strikes, regulatory changes, etc.

The occurrence of a force majeure event shall result in the immediate suspension of the performance of the contract. If a force majeure or fortuitous event continues for more than 30 days, SOC-E may terminate this contract immediately upon written notice to the Buyer, without any obligation to compensate the Buyer.

13. INDEMNITY

Buyer shall indemnify, defend and hold SOC-E harmless from all claims, damages, expenses, liabilities and losses, including without limitation legal fees and costs incurred that in any way arise out of or relate to:

a) the manner in which Buyer and/or any of its customers or end users use or operate the products; and/or,

b) any personal injuries, property damages or other losses resulting or occurring from the wilful or negligent acts or omissions of Buyer, its customers or end users; and/or,

c) defects or other problems with other component parts, equipment or materials produced or supplied by anyone other than SOC-E and that may be used with the products; and/or,

d) Buyer's transactions with its customers, end users or other parties regarding the products.

14. INTELLECTUAL PROPERTY RIGHT AND CONFIDENTIALITY

No rights to any intellectual property residing in the SOC-E's products or any data furnished hereunder are granted except by specific written permission by SOC-E. Buyer shall have no right to modify, de-compile, disassemble, reverse

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engineer, copy or reproduce in whole or part any data furnished hereunder without the prior written consent of SOC-E. The right to produce or to arrange the production of replacement parts is withheld.

All product characteristics, technical documents and commercial proposals constitute confidential information. The Buyer shall refrain from intentionally or unintentionally disclosing them to third parties and may only use them in connection with the operation and maintenance of the products. The pricing terms provided to the Buyer shall also remain confidential and the Buyer shall not disclose such information to any third party without the prior written consent of SOC-E.

The Buyer shall not use the SOC-E brand name without express permission from SOC-E.

15. TRANSFER

The Buyer may not under any circumstances transfer this Contract, in full or in part, for a price or free of charge, without the express prior written authorisation of SOC-E, unless the Buyer acts as an authorised reseller. Then, these General Sales Terms and Conditions will be transferred to the end user or sub-Buyer of the products.

16. GENERAL TERMS

These Sales Terms and Conditions constitute the entire contract between the parties relating to the sale, proposed sale, invoice or quotation in relation to SOC-E's products and no modification of any of the provisions hereunder shall be made by either party, unless it is in writing and signed by both parties.

No breach of any provision of these Sales Terms and Conditions shall constitute the waiver of any provision of this contract. The lack of enforcement, or the invalidity, or the unenforceability of any provision of this contract shall not affect the remaining provisions of this contract.

These General Sales Terms and Conditions and any contract entered into by the Buyer and SOC-E in connection with these General Sales Terms and Conditions are governed by Spanish law.

In the event of a dispute that cannot be settled amicably, the Buyer, expressly waiving its own jurisdiction, shall submit strictly to the Courts and Tribunals of the City of Bilbao (Spain) for the resolution of any conflict that may arise due to the interpretation or application of the provisions of the present GTC.

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