

Standard Terms and Conditions of Sale

Proposal and Agreement

The Buyer acknowledges that these Standard Terms and Conditions of Sale (hereafter referred to as "Seller's Terms"), along with any accompanying invoice from the Seller (referred to as the "Invoice"), shall form a binding agreement (referred to as the "Agreement") that regulates all present and future transactions for the purchase of goods and services from the Seller. These Seller's Terms take precedence over any supplementary or conflicting terms or conditions proposed by the Buyer, irrespective of the timing or method of submission of the Buyer's purchase order or such terms. Any terms or conditions proposed by the Buyer that modify or conflict with this Agreement are considered a significant alteration and are therefore not accepted by the Seller, unless explicitly agreed upon in writing by an authorized representative of the Seller.

The issuance of the Invoice is to be regarded as an offer to the Buyer, based on these Seller's Terms, for the procurement of the Seller's goods and services. This offer is considered to be accepted by the Buyer upon the delivery and subsequent acceptance of the Seller's goods, without rejection. Any agreement to the offer is restricted to these Seller's Terms and signifies the Buyer's agreement to the Seller's Terms outlined in this Agreement. These terms replace and take precedence over any terms and conditions mentioned on the Buyer's purchase order or any other documents provided by the Buyer. The execution of the Buyer's order by the Seller does not imply agreement to any of the Buyer's terms and conditions and does not alter or amend these Seller's Terms. Should any purchase order or other document provided by the Buyer be construed as an offer, the Seller hereby declines such offer and suggests the establishment of a contract based solely on the terms detailed herein.

Payment Conditions

Payment for all invoices must be completed within 30 days from the date of the invoice. Payments are to be made to "Eliovp BVBA, BANK: BNP Paribas Fortis, IBAN: BE47001850942680, BIC: GEBABEBB " in U.S. Dollars, or to an alternative location as specified by the Seller. The approval of the Buyer's credit by the Seller is a prerequisite for all shipments and deliveries. The Seller holds the authority to refuse or delay shipments unless payment is received and approved, or unless other payment conditions acceptable to the Seller are met.

Pricing of Products

The prices for the Seller's products are as indicated on the front of the Invoice. Unless explicitly stated and agreed upon in writing by an authorized representative of the Seller, these prices do not encompass expenses related to special packaging, shipping, or applicable taxes. In instances where the pricing is based on the Buyer purchasing a minimum quantity and this quantity is not met, the Seller reserves the right to revise the prices accordingly. As specified in the Invoice, the Buyer is responsible for paying all amounts due to the Seller in accordance with the payment terms detailed on the Invoice. The Buyer acknowledges and agrees that it does not

possess the right, under these Seller's Terms or any other basis, to withhold, deduct, compensate, or debit any amounts owed or forthcoming to the Seller or its affiliates, against any sum owed or forthcoming to the Buyer by the Seller or its affiliates.

Delivery Terms and Transfer of Risk

Under this Agreement, all shipments are arranged based on Ex Works (EXW) terms at the Seller's facility (as per Incoterms 2010), except as otherwise specified in a Purchase Order and formally agreed upon in writing by an authorized Seller representative. For deliveries on an EXW basis, the Seller's obligation for delivery ceases when the products are made available to the carrier at the Seller's facility (referred to as the "Shipment Time"). At this point, the ownership and the risk for any damage or loss of products transfer to the Buyer. Should the Buyer not take delivery of the goods at the Shipment Time for any reason, ownership and risk of loss transfer to the Buyer. The Seller may choose to store such goods, in which case the Buyer will be responsible for all associated costs (including but not limited to storage and insurance). As a guarantee for the payment of the goods, the Buyer grants the Seller a lien and security interest in all the rights, titles, and interests of the Buyer in the goods, including any proceeds (like insurance proceeds).

Goods Inspection and Nonconformity Process

The Buyer is obligated to inspect the received goods within 14 days from the Delivery Time (the "Inspection Period") to ensure they match the Purchase Order. If the Buyer does not report any discrepancies within the Inspection Period, the goods will be considered accepted.

Nonconforming Goods are defined as: (i) goods differing from those specified in the Invoice; (ii) incorrectly labeled or packaged goods; or (iii) goods that are non-functional upon arrival ("Dead on Arrival"). If the Buyer notifies the Seller within the stipulated period about such Nonconforming Goods, the Seller may, at its discretion, either replace them with conforming goods or provide a credit or refund for them. The Buyer must return the Nonconforming Goods to the Seller's facility at their own cost and risk. The Buyer acknowledges that the options outlined in this section are the sole remedies available for the receipt of Nonconforming Goods.

Protection of Intellectual Property

The Seller commits to indemnifying and defending the Buyer against any legal actions regarding patent infringement claims related to products sold by the Seller. This obligation is contingent on the Buyer (i) promptly informing the Seller in writing about any infringement claim, no later than ten (10) working days following receipt of such claim, and (ii) permitting the Seller to lead and control the defense and any settlement of the claim, unless a conflict of interest exists, with the understanding that the Buyer will offer reasonable assistance as requested. However, the Seller is not liable for infringements arising from (i) the combination or use of the product with items not typically associated with it or not supplied by the Seller, (ii) unauthorized modifications or alterations of the product, or (iii) using the product for unintended or unauthorized purposes. These stipulations represent the full extent of the Seller's liability for intellectual property infringement claims related to the product.

Limitation of Liability

Neither party shall be held responsible for non-performance of obligations if it is due to circumstances beyond their control, barring instances of gross negligence or deliberate misconduct. Liability for each party, under the terms of a purchase agreement or otherwise, for all claims, costs, damages, losses, liabilities, and expenses, whether due to negligence, contract breach, warranty breach, indemnity, or other reasons, shall not exceed the total cost of goods and services purchased. Neither party is liable for indirect, incidental, special, punitive, or consequential damages that arise from the use or inability to use the Seller's products or documentation. This includes, but is not limited to, loss of profits or revenues, even if the possibility of such damages has been made known. The Seller bears no responsibility for any hardware, software, or data used with its products, including costs for repairing, replacing, integrating, installing, or recovering such hardware, software, or data.

Warranty Coverage

All products provided by the Seller are subject to the Seller's Limited Warranty, details of which can be found at www.supermicro.com/en/about/policies. This Limited Warranty is hereby included as part of this Agreement by reference.

Adherence to Legal and Export Regulations

Both parties commit to adhering to all relevant laws, rules, regulations, orders, and ordinances of the United States, as well as any other state or country that has jurisdiction over their activities in fulfilling their obligations under this Agreement. The goods, software, and services mentioned in this Agreement and elsewhere may fall under U.S. export control laws and regulations, such as the Export Administration Regulations and sanctions programs overseen by the Office of Foreign Assets Control. It is recognized by both parties that the products, software, and technical information (including services and training) provided under this Contract might be regulated by export laws of the United States and the countries to which they are destined. Both parties agree to only use, distribute, transfer, or transmit these items in compliance with these export laws. If required, each party agrees to sign and provide any documents necessary for adherence to these export laws. Any actions involving the export, re-export, transfer, or use of these commodities must comply with the applicable laws and regulations. The Buyer is obligated not to engage in any activities that would cause the Seller to breach these export control laws and regulations.

Force Majeure

Both parties will not be held responsible for any loss, delay, or failure in performance resulting from events beyond their control, known as force majeure events. These include, but are not limited to, natural disasters, acts of terrorism, fires, epidemics, labor disputes such as strikes, shortages of materials or parts, directives from any governmental or competent authority, war or armed conflict, transportation disruptions, or any other circumstances outside the control of either party. In case of such events, the Seller may extend any delivery dates to accommodate the delays caused by these force majeure events.

Legal Jurisdiction

All sales, transactions, and disputes between the Seller and the Buyer shall be governed by and interpreted in accordance with the laws of Belgium. Belgian courts shall have exclusive jurisdiction over any disputes arising from any transactions or agreements between the Seller and the Buyer. The Buyer, by accepting these terms, consents to the jurisdiction and venue of these Belgian courts. In any legal proceedings arising from this Agreement, the prevailing party shall be entitled to a reasonable reimbursement for attorney's fees, legal costs, and other related expenses.

This Agreement

This document, along with the Seller's invoice and any documents referred to therein, embodies the complete and exclusive agreement between the Seller and the Buyer, superseding all prior agreements and representations. Any terms or conditions provided by either party that are inconsistent with this Agreement are not applicable to any sales and are not binding on the Seller. Modifications, amendments, or waivers to this Agreement are not enforceable unless they are in writing and signed by both parties.