



General Terms and Conditions of Sales

1. **Application:** The terms and conditions contained herein apply to any resulting orders. No changes to these terms and conditions shall be binding unless specifically agreed to, in writing, by Caeleste.
2. **Price:** Caeleste shall furnish the products/services in accordance with the prices and delivery schedule stated on the order acknowledgement /or/ signed contracts. All shipping costs shall be borne by the Buyer. Transparent costs for masks and proto-lot for the NRE phase will be charged with a 10% handling fee.
3. **Taxes:** Any applicable taxes are not included in the prices shown, but will be added separately to the invoice.
4. **Delivery and shipment:** Delivery shall be Ex Works Caeleste, Belgium. Caeleste will select the method of shipment unless Buyer does so in writing at least ten (10) days prior to scheduled delivery. Upon delivery, all risk of loss or damage shall transfer to Buyer. Delivery date shall mean date of shipment EXW.
5. **Payment:** Caeleste shall submit invoices after each shipment made, milestone completion, or service provided under this order. Payment is due and payable in full thirty (30) days from date of invoice. Interest at the rate of 1.5% per started month will be assessed on any balance unpaid after 30 days.
6. **Inspection and acceptance:** Buyer should inspect the articles within fifteen (15) days after delivery. If Caeleste has not received notice of Buyer's acceptance within said 15-day period, acceptance will be presumed.
7. **Warranty:** Caeleste warrants its products/services to be free from defects caused by faulty material or poor workmanship, for a period of one (1) year after delivery. No product or service is warranted to be merchantable or fit for any particular use or application. The warranty is void if the buyer damages the item due to modification, processing, or integration with other items. Caeleste's maximum liability under this warranty is limited to the obligation to replace or, at its sole option, to credit Buyer's account up to the purchase price.
8. **Returns:** Devices will be considered for replacement up to one year from the date of shipment. All returns require a Return Material Authorization (RMA) number, and if authorized must include part number, invoice number, serial numbers and explanation of problem. No returns will be accepted without a RMA number. Sensors must be handled as ESD sensitive devices, and returned to Caeleste in ESD safe packaging. Returns will be re-tested against the device specifications and if found to meet those specifications will be shipped back to the customer at the customer's expense.
9. **Liability:** Caeleste shall not be liable for incidental, special or consequential damages of any nature with respect to any products sold or delivered, any service rendered, or any failure to meet delivery schedules. In no event will Caeleste be liable under the terms of sale beyond the value of the order.
10. **Excusable delays:** Caeleste shall not be liable for delay in delivery or failure to manufacture or failure to complete performance of services attributable to causes beyond its control or occasioned without its fault or negligence. In the event of any such delay or failure, the date of delivery shall be deferred for a period equal to the time lost by reason of the delay or failure.
11. **Restricted use of Products:** Some Caeleste products/services are restricted to applications outside specific application areas. It is Caeleste's duty to inform the Buyer about such restrictions. When being informed and placing an order for a concerned product, the Buyer accepts these restrictions.
12. **Applicable law:** This order shall be construed and all disputes hereunder shall be settled in accordance with the laws of Belgium. For purposes of jurisdiction, this order shall be deemed to have been entered into and performed in the city of the main headquarters of Caeleste.