

1. Scope

1.1. Unless otherwise agreed upon in writing, these General Terms and Conditions of Sale shall apply to all offers made and purchase orders (the Orders) received by SEMIKRON and shall become, upon its conclusion, the subject matter of the contract entered into by a contracting party (the Contracting Party) for the sale of SEMIKRON's products (the Products or Goods).
1.2. These General Terms and Conditions of Sale to which the Contracting Party will have thus adhered shall prevail over and supersede any other Contracting Party's general terms and conditions of business, notwithstanding the fact that such Contracting Party expressly stipulates otherwise in its order(s). SEMIKRON's acceptance of an order (the Order) does not imply in any way acceptance of such other terms and conditions of the contracting Party.

2. Delivery Dates

2.1. In principle, no set delivery dates are agreed upon. Any specified delivery dates serve only as an orientation. Where a specific delivery date has been agreed upon in individual cases, this is subject to timely material procurement and the flawless functioning of the finished part in the quality control inspection.
2.2. In the event of the Contracting Party being in default of acceptance of delivery, SEMIKRON shall be entitled to indemnification and compensation for any loss sustained. The risk of accidental perishing and of accidental deterioration shall be transferred to the Contracting Party from the time of default of acceptance of delivery.

3. Force Majeure

3.1. SEMIKRON shall bear no responsibility in the event it would be prevented from delivering the Goods in due time for a reason due to a situation of Force Majeure, i.e.: events beyond its reasonable control, and that could neither reasonably have been expected nor avoided or overcome at the time the contract had been entered into, such as, but not limited to, acts of God, earthquakes, fire, explosions, nuclear hazard, flood, hurricanes, war, riots or other public order disturbances, strikes or lock-outs, government decisions, embargoes, transportation impediments, shortages in the supply of raw materials, any sanitary crisis and any type of epidemic (such as H1N1 Influenza, SRAS, COVID-19...)
3.2. In the event of SEMIKRON being subject to such a Force Majeure, it shall accordingly notify the Contracting Party thereof within a reasonable time after the occurrence of such a situation, and shall inform such party about the effects thereof on its ability to perform its obligations.
3.3. SEMIKRON may, at its option, resume the agreed upon deliveries as soon as the situation together with all adverse effects will have ceased or decide that the contract entered into by the Contracting Party is terminated without liability of SEMIKRON.

4. Successive Deliveries

In the case of deliveries by instalments, SEMIKRON reserves the right to determine the order of deliveries in terms of parts and of volume of parts to be delivered in each instalment.

5. Suppliers

In order to fulfil its obligations, SEMIKRON shall be entitled to use the services of third parties. SEMIKRON however guarantees the Contracting Party that any products manufactured or supplied by third parties will be compliant with the quality standards agreed upon.

6. Deliveries

6.1. Sales are made "Ex Works" –EXW SARTROUVILLE 78, FRANCE- as per ICC INCOTERMS 2000 and the Contracting Party shall provide for a carrier or forwarding agent to collect the Goods.
6.2. If, at the request of the Contracting Party, the Goods are to be dispatched to a place designated by the said Party, the risk of transportation, including that for deliveries for which the carriage is paid, shall be transferred to the Contracting Party at the time SEMIKRON is handing over the Goods to the forwarding agent, the carrier or the railway company. In that case, SEMIKRON shall be entitled, on behalf and at the expense of the Contracting Party, to subscribe a transportation insurance policy covering the full value of the Goods to be delivered, including transportation and insurance costs.
6.3. In individual cases, SEMIKRON reserves the right to make a volume of deliveries up to ten percent (10%) higher or lower than the quantities indicated in the Order. Notwithstanding the foregoing, contractual obligations regarding the volume of order shall be deemed duly fulfilled.

7. Products and Services

7.1. SEMIKRON reserves the right to supply, for the same price, Goods which are technically of an equivalent or of a better quality than those ordered and confirmed. The acceptance of equivalent or higher quality Goods by the Contracting Party shall be considered to be agreed upon.
7.2. The delivered Goods or performed services are specified in the data books, catalogues, drawings or the likes. Drawings/tables, measurement data or performance data are not binding, unless expressly agreed upon in writing. All these documents and any other notices containing technical data on SEMIKRON's products, do not represent a guarantee for individual or specific properties.

8. Prices

8.1. The prices stated in the relevant price lists are applicable. These are net manufacturing prices stated in EURO for one unit piece on the basis of the given standard packaging units. SEMIKRON prices apply Ex Works and do not include carriage, packaging nor VAT nor any other taxes applicable to the Products. VAT and any other taxes are indicated and calculated separately. All previous price lists are thus no longer valid. Prices for special models or for extremely small order volumes shall be given upon request.
8.2. A minimum charge of three hundred (300) EUROS shall be made for Orders whose net goods value does not exceed three hundred (300) EUROS. Prices are subject to changes at any time without notice from one Order to another. SEMIKRON reserves the right to amend the sales prices between order and the products delivery in case raw materials or components costs have increased by more than fifteen per cent (15%).

9. Packaging Units

Some SEMIKRON products are supplied in SEMIBOX packaging units (PU) which are regarded as the minimum order volume. The given quantities are stated under item PU in the price lists. SEMIBOX is an environmentally compatible (made of recyclable cardboard), non-toxic and anti-static packaging.

10. Invoicing –Terms of Payment

10.1. All payments must be received in full within thirty (30) days from the date of invoice. The place of performance of the Contracting Party's obligation to pay is SARTROUVILLE (78 - FRANCE).
10.2. Payment is considered to be on time when and only when the amount due has been definitively credited to the bank account designated by SEMIKRON with value date on or before the due date. The Contracting Party shall be considered to be in default of payment, without further demand for payment, if payment has not been received within thirty (30) days of the invoice date.
10.3. From this moment, SEMIKRON shall be entitled a) to charge, as liquidated damages, an interest equal to the current EURIBOR rate, increased by seven (7) percentage points and a lump sum of forty (40) euros as recovery fees, b) to accelerate maturity on undue or deferred payments and c) withhold all further deliveries without notice. This does not affect the right of SEMIKRON to make supplementary claims in the event the actual damages caused by the late payment or the default of payment exceed the interests amount.
10.4. In the case of Orders for standard products cancelled less than sixteen (16) weeks before the confirmed delivery date, a charge of twenty five per cent (25 %) of the Order value shall be billed to the Contracting Party. Cancellation of Orders for customer-specific products, in particular, stacks and for all products whose confirmed delivery date is less than twelve (12) weeks from the confirmed Delivery Date shall not be accepted. In those two latter cases, SEMIKRON shall be entitled to a full payment of the Order value.

11. Prohibition of Set-Off - Right of Retention – Assignment of claim

The Contracting Party is not entitled to set off SEMIKRON's claims with its own claims or assert any right of retention, particularly in the event of notification of defects, unless the Contracting Party's claims are expressly approved in writing by SEMIKRON or are acknowledged by a final declaratory judgement. Claims made against SEMIKRON cannot be assigned without prior written consent of SEMIKRON.

12. Warranty

12.1. SEMIKRON warrants that the components it supplies shall comply with the specifications given in the data sheets. SEMIKRON however reserves the right to modify the specifications of its Products as a result of a technical progress without giving the Contracting Party notice thereof.
12.2. SEMIKRON does not warrant nor covenant any fitness whatsoever of its Products for any of the Contracting Party's designated applications or any applications or their specifications. The Contracting Party itself is thus responsible for the usability of the supplied Products in his / her application.

12.3. SEMIKRON warrants that the delivered Goods are free from any defect affecting the functioning thereof for a time period not exceeding one (1) year from the Ex Works delivery date. SEMIKRON shall repair at its own costs the defect that would affect any part of the Products during the said period, including the costs of the replacement of spare parts, together with associated internal labor and transportation costs. Any replacement of a defective part shall give rise to a new warranty period not exceeding one (1) year from the date of delivery or repair and which shall only cover the sole replaced parts.

The removal and reinstatement costs of the Products are excluded from the Warranty. The above mentioned warranty however does not apply to:

- Failure by the claiming Party to comply with SEMIKRON's instructions for use and or technical manuals;
- Improper handling of the Products by the claiming Party;
- Repairs performed by unauthorized maintenance service operators or by sub-contractors;
- Poor maintenance or improper servicing of the Products;
- Damages resulting from any external cause or from any Force Majeure event, as defined above.

12.4. Notwithstanding the above mentioned contractual covenants, the Contracting Party shall retain the rights resulting from Articles 1641 to 1648 of the French Civil Code, and SEMIKRON shall remain liable, pursuant to the above mentioned provisions, for any hidden defect affecting the Products within the meaning of those provisions for a time period not exceeding one (1) year from the Ex Works delivery date.

13. Reservation of Title

13.1. Notwithstanding the provisions of Article 6 hereabove, SEMIKRON shall retain title to the sold Products until the full payment of the price of the Products and the fulfillment by the Contracting Party of all obligations, including future obligations arising out of the business relationship.

13.2. In the case of a payment by way of a bill of exchange or a bank check, payment will not be considered to be received until the amount of said bill or check has been actually and definitively credited on SEMIKRON's bank account.

13.3. In the event of an intermixture or confusion of Goods belonging to two or more persons, SEMIKRON shall acquire a co-ownership share in the ratio of the value of SEMIKRON's Products to the value of third party own goods brought in by the Contracting Party upon commingling or confusion. Should the Contracting Party acquire the sole ownership of the new Product, it shall henceforth grant a co-ownership share of the said Product in the ratio of the invoice value of the reserved property to the value of the new Product. Machining or processing of the Products is considered to be carried out on behalf of SEMIKRON.

13.4. The Contracting Party is entitled within the scope of its proper business activity, subject to revocation, to resell, but not to pledge nor to assign by way of a security, the Goods which are owned or co-owned by SEMIKRON. Should the Contracting Party resell SEMIKRON's Products or its own products in which SEMIKRON's products are embodied without receiving from its own customer the full purchase price in advance or concurrent with the delivery of the said products, the Contracting Party shall then conclude with its customer an agreement on reservation of title in accordance with these General Terms and Conditions. The Contracting Party shall henceforth assign to SEMIKRON all claims it may have within the scope of the resale as well as any accrued rights within the scope of the agreement on reservation of title it entered into with its customer. At SEMIKRON's first request, the Contracting Party shall inform its own customer of the aforementioned assignment and supply SEMIKRON with the information and documents it requires in order to assert its rights against the said customer.

13.5. In the event of a late payment, or any other material breaches of contract or in the event of substantial deterioration of the Contracting Party's financial position, the Contracting Party shall, at SEMIKRON's first request, surrender to SEMIKRON, immediately and at its own expense, all property owned by SEMIKRON. If the value of the securities arising out of the reservation of title agreement exceeds SEMIKRON's claims from its business relationship with the Contracting Party by a total of more than twenty per cent (20%), SEMIKRON shall, at the request of the Contracting Party, declare the release of securities as it sees fit.

13.6. In the event the Contracting Party fails to duly pay any amount due to SEMIKRON at any specified time, SEMIKRON shall be entitled, without waiving any of the right it may otherwise exert, to obtain, through a judicial order or judgment restitution of the Goods at the entire expense of the Contracting Party. SEMIKRON shall further be entitled to have the stock of unpaid Goods surveyed as far as such Goods are still in the possession of the Contracting Party. All legal costs associated with the above are to be borne by the Contracting Party.

13.7. The Contracting Party shall pay to SEMIKRON five (5) % of the price of the Goods as depreciation indemnity per month of possession from the date of Ex Works delivery and until restitution. The unpaid amounts shall bear interest equal to the current EURIBOR rate, increased by seven (7) percentage points until the date of restitution. Both indemnities shall be paid by way of set-off with the advance payments, if any.

13.8. The Contracting Party is responsible for proper identification of SEMIKRON's equipment in its own inventories and warehouses. The Goods found in the inventory shall be deemed to be the unpaid ones.

14. Liability

14.1. Subject to the limitations as expressed hereabove and those provided by Article 1245-14 of French Civil Code, SEMIKRON shall not be held liable for any damage of whatever direct or indirect nature, either in contract or in tort, including loss of profit and / or consequential damages that the Contracting Party may suffer in relation with the Goods delivered as per any Order.

14.2. SEMIKRON remains liable according to the provisions as expressed in Article 12 hereabove in relation with warranty claims.

14.3. Furthermore SEMIKRON remains liable in case of a material breach of its contractual obligations which are of the essence of the contract. In any case, Contracting Party shall bear the burden of proof.

14.4. The overall and aggregate liability of SEMIKRON towards a Contracting Party is limited to one hundred per cent (100%) of the annual combine amount of the invoices settled by the said Contracting Party during the twelve months preceding the delivery of the Product giving rise to a claim, and shall in no case exceed one hundred thousand (100 000) euros.

15. Intellectual Property Rights

Although, when entering into a contract with the Contracting Party, SEMIKRON shall retain any and all of its intellectual property rights and property any tools including but not limited to inventions, patents (including utility and design patents) trade secrets, trademarks, industrial designs, copyrights, know-how, software, data base rights and other proprietary rights (the Intellectual Property Rights). The conclusion of the said contract shall not entail the forfeiture or the assignment of its Intellectual Property Rights by SEMIKRON..

16. Confidentiality

16.1. All information provided to the Contracting Party by SEMIKRON, its affiliates, its mother or its sister companies or their representatives, including but not limited to the Intellectual Property Rights, technical, industrial or financial information, no matter how said information may have been provided (orally, in writing or otherwise), in particular in respect of designs, drawings, descriptions, specifications, reports, microfilms, computer disk, software and documentation related thereto, samples, prototypes, etc. (the Information) shall be kept confidential.

16.2. The Information shall also include information which the Contracting Party's employees or agents, suppliers, subcontractors, representatives, and/or permanent or temporary collaborators may become aware of during the performance of the Order.

16.3. The Information may only be used in connection with the respective Order. The Contracting Party shall take all necessary measures to ensure that no Information is disclosed or revealed to a third party.

16.4. In case of any failure to comply with this obligation of confidentiality SEMIKRON will be entitled to compensation.

16.5. This obligation of confidentiality shall remain in effect for a term of two (2) years from the completion or the termination of an Order for any cause whatsoever.

17. Governing law - Jurisdiction - Severability

17.1. Any Order placed or any contract entered into by SEMIKRON and the Contracting Party shall be governed by and settled according to French Law. The provisions of the (UN) Vienna Convention on International Sales of Goods of April 11, 1980 are expressly excluded.

17.2. Any and all disputes arising out of the validity, the construction, or the enforcement of an Order of a contract entered into by the Contracting Party and SEMIKRON shall be resolved by the exclusive jurisdiction of the Courts or VERSAILLES (78 - FRANCE).

17.3. Verbal ancillary agreements are not effective unless confirmed by the parties in writing. If any terms or provisions of these General Terms and Conditions of Sale were to be declared invalid or unenforceable by a judge, such terms or provisions will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with the new rule or law and the remaining provisions will remain in full force and effect.