

TERMS AND CONDITIONS OF SALE FOR SEMICONDUCTORS

These Terms and Conditions of Sale (“Terms”) govern all sales of semiconductor products, components, wafers, or related items (“Products”) by LogiSwitch, LLC (“Seller”) to the buyer (“Buyer”). By placing an order or accepting delivery of Products, Buyer agrees to these Terms. Any conflicting terms in Buyer’s purchase order or other documents are expressly rejected unless Seller agrees in a signed writing.

1. Orders and Acceptance

Seller’s acceptance of Buyer’s order is conditioned on Buyer’s agreement to these Terms. Orders are subject to Seller’s written confirmation and product availability. Seller may allocate Products in times of shortage at its sole discretion. All orders are non-cancelable and non-reschedulable without Seller’s prior written consent, which may be subject to fees.

2. Prices and Payment

Prices are as quoted by Seller and may change prior to order acceptance. Prices do not include taxes, duties, shipping, insurance, or other charges, which Buyer shall pay. Payment is due net 30 days from invoice date unless otherwise agreed. Late payments accrue interest at 1.5% per month (or the maximum allowed by law). Buyer may not set off or withhold payments.

3. Delivery, Title, and Risk of Loss

Delivery is [EXW Seller’s facility / FCA Seller’s shipping point] per Incoterms 2020 (or as otherwise specified). Title and risk of loss pass to Buyer upon delivery to the carrier. Delivery dates are estimates only; Seller is not liable for delays. Partial shipments are allowed. Buyer must inspect Products promptly and notify Seller in writing of any shortages or damage within [10-45] days of receipt.

4. Taxes and Duties

Buyer is responsible for all applicable sales, use, value-added, excise, import/export duties, and other taxes. If Buyer claims an exemption, it must provide valid documentation.

5. Limited Warranty

Seller warrants that Products will be free from defects in material and workmanship and conform to Seller’s published specifications for [12 months / period specified in quote] from shipment date. This warranty does not apply to: (a) defects caused by misuse, improper handling, storage, installation, or testing; (b) Products altered or combined with other items not supplied by Seller; (c) normal wear; or (d) experimental, prototype, or custom products sold “as is.”

Buyer's sole remedy for breach is, at Seller's option, repair, replacement, or credit for the purchase price of the defective Product (returned per Seller's RMA process, freight prepaid). Seller disclaims all other warranties, express or implied, including merchantability, fitness for a particular purpose, or non-infringement, except as expressly stated here.

6. Limitation of Liability

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, LOSS OF USE, OR DATA), EVEN IF ADVISED OF THE POSSIBILITY. Seller's total liability for any claim shall not exceed the price paid by Buyer for the specific Products giving rise to the claim. This limitation reflects the allocation of risk and is a material part of the bargain.

7. Medical Equipment Use

Buyer represents that the Products may be incorporated into medical equipment. Seller provides the Products as electronic components only and is not a manufacturer of medical devices or systems. Buyer is solely responsible for: (a) ensuring the final medical equipment complies with all applicable laws, regulations, and standards (including FDA, ISO 13485, IEC 60601, or equivalent); (b) performing all necessary design validation, risk analysis, testing, and certification of the complete system; and (c) implementing appropriate safeguards against failure modes that could affect patient safety.

Seller makes no representation or warranty that the Products are suitable for any specific medical application without further evaluation and validation by Buyer. Any use in medical equipment is at Buyer's own risk, and Buyer agrees to indemnify, defend, and hold harmless Seller against any claims, liabilities, damages, or expenses (including reasonable attorneys' fees) arising from Buyer's medical equipment or its use.

8. Intellectual Property

Seller retains all rights, title, and interest in its intellectual property. Buyer receives no license except for the limited right to use the Products as sold. Buyer shall not reverse-engineer, decompile, or disassemble the Products.

9. Force Majeure

Seller is not liable for delays or failure to perform due to events beyond its reasonable control, including acts of God, war, strikes, supply shortages, pandemics, or government actions.

10. Export Compliance

Buyer shall comply with all applicable export, import, and sanctions laws. Products may be subject to U.S. or other export controls. Buyer agrees not to export or re-export without required licenses.

11. Returns and Cancellations

No returns are accepted without Seller's prior written authorization (RMA). Cancellations or reschedules may incur charges based on costs incurred by Seller.

12. Governing Law and Dispute Resolution

These Terms are governed by the laws of [e.g., the State of Arizona, USA], without regard to conflict of laws principles. Disputes shall be resolved exclusively in the courts located in [e.g., Pima County, Arizona].

13. Entire Agreement

These Terms constitute the entire agreement between the parties and supersede all prior understandings. Modifications must be in a signed writing by Seller. If any provision is invalid, the remainder remains enforceable.

14. Miscellaneous

Buyer may not assign these Terms without Seller's consent. Seller may assign to affiliates. Notices must be in writing.

By ordering or accepting Products, Buyer acknowledges it has read, understood, and agrees to these Terms.