

## AXELERA AI

### TERMS AND CONDITIONS

LAST UPDATED: 27 March 2025

#### 1. WELCOME

- 1.1 These terms and conditions (the "**Terms and Conditions**") set out the terms that apply to your access and use of our online store website (the "**Site**") and the terms on which we sell and deliver any products you order from us through our Site (the "**Products**").
- 1.2 These Terms and Conditions apply to you if you are accessing the Site or ordering Products from anywhere in the world.
- 1.3 Please read these Terms and Conditions carefully before using our Site and ordering any Products.
- 1.4 By using our Site you agree to these Terms and Conditions as they apply to your use of the Site. We will also ask you to accept these Terms and Conditions by checking the appropriate box when you place an order for Products or open an account on the Site. If you do not agree to these Terms and Conditions, you must not use the Site, set up an account on the Site or order any Products from us.

#### 2. INFORMATION ABOUT US

The Site and Products are provided to you by Axelera AI Webshop B.V., a Netherlands private limited company with registered office at High tech Campus 5, 5656 AE Eindhoven ("**Axelera**", "**we**", "**our**" or "**us**").

#### 3. CONTACTING US

If you would like to get in touch with us, please contact us by:

- (a) sending an email to [shop@axelera.ai](mailto:shop@axelera.ai); or
- (b) writing to us at High Tech Campus 5, 5656 AE Eindhoven.

#### 4. INFORMATION ABOUT YOU

We work hard to use any personal information submitted by you, collected from your devices, or shared with us by partners in a respectful and legal manner. Please read our Privacy Notice to understand how we collect, use and share information about you.

#### 5. USING THE SITE AND CREATING AN ACCOUNT

- 5.1 You do not need to register with us to browse the Site or to order Products. However, in order to use certain functionalities of the Site, such as to view your past orders and make

the order process easier by saving your details, you will need to set up an account (your "**Account**"). You can do this using the applicable functionalities on the Site by either entering your email address and setting up a password, or using an existing profile set up with one of our integrated partners. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your Account.

- 5.2 You must be 18 years or older, and capable in your country of residence of entering into a legally binding agreement, to use the Site and to order Products.
- 5.3 Please ensure that any details you provide when creating an account are accurate, and that you keep the information associated with your account up to date. We will not be responsible to you for any delays or failure in shipping or delivering a Product to you if you fail to provide accurate details or keep your information up to date.

## **6. YOUR RIGHT TO USE THE SITE**

- 6.1 The materials and content comprising the Site belong to us or our third-party licensors, and we give you permission to use these materials and content for the sole purpose of using the Site in accordance with these Terms and Conditions.
- 6.2 Your right to use the Site is personal to you and you are not allowed to give this right to another person. Your right to use the Site does not stop us from giving other people the right to use the Site.
- 6.3 Unless allowed by these Terms and Conditions and as permitted by the functionality of the Site, you agree:
  - (a) not to copy, or attempt to copy any portion of the Site;
  - (b) not to give or sell or otherwise make available any portion of the Site to anybody else;
  - (c) not to change, or attempt to change any portion of the Site in any way; and
  - (d) not to look for or access the code of any portion of the Site that we have not expressly published publicly for general use.
- 6.4 You agree that all confidential information, copyright and other intellectual property rights in the Site belong to us or the people who have licenced those rights to us.
- 6.5 You agree that you have no rights in or to any portion of the Site other than the right to use it in accordance with these Terms and Conditions.

## **7. ORDERING PRODUCTS**

- 7.1 You can place orders for Products through the Site by adding Products to your online shopping basket and following the checkout process on the Site.

- 7.2 Our order process allows you to check and amend any errors before submitting your order to us. When you place an order, you will:
- (a) be given the option of logging into your Account, creating a new Account or proceeding with the order without creating an Account;
  - (b) be given the opportunity to confirm or provide your delivery and billing address;
  - (c) be asked to select the delivery method from among those offered;
  - (d) be asked to review and confirm the applicable delivery costs;
  - (e) be asked to agree to these Terms and Conditions; and
  - (f) be invited to authorise payment for the Product and confirm that you wish to proceed with the purchase.

Please take the time to read and check your order, including all of the above information, before you complete the order process. You are responsible for ensuring that your order and any specification submitted by you is complete and accurate.

- 7.3 All orders are subject to acceptance by us. We will send you an email to confirm acceptance or otherwise confirm to you in writing when we have accepted your order. The contract for purchase between you and us will only be made when we send you this confirmation of acceptance.
- 7.4 You acknowledge that by placing an order with us for Products you will be under an obligation to pay for the Products in that order. When we accept your order, we will charge the cost of the Product and any delivery costs displayed to you in the order summary.
- 7.5 You must keep the contact details we hold for you up to date so that we can contact you, if necessary, about your order or the delivery of the Products. If you have set up an account on the Site you can do this by logging in to your Account and updating your personal details. If you do not have an Account, you can do this by contacting us using the details in the "Contacting Us" paragraph above.

## **8. RETURN AND REFUND**

- 8.1 You may cancel an order placed on our Site and receive a refund, if you notify us as set out in clause 8.3 within 14 days of your receipt of the order being delivered to you.
- 8.2 However, this cancellation right does not apply in the case of:
- (a) where the Product has been removed from its original packaging; or
  - (b) where the Product page states that it's a non-cancellable Product.
- 8.3 To cancel your order, you must notify our complaints team by email or post to the details provided set out in clause 3. If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you send us the email or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or email us before midnight on that day.

- 8.4 If you have returned the Products to us under this clause 8 because they are faulty or misdescribed, we will refund the price of the Products and will refund you on the credit card or debit card used by you to pay.
- 8.5 If Products have been delivered to you before you decide to cancel the Contract then you must return them to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the order. You can post them to the following address: Ogs Europe B.V., Hooge Zijde 7, 5626DC, Eindhoven ]. We do not provide refunds for the cost of returns under this clause.

## 9. EXPORT CONTROLS

- 9.1 Our Products (including the Software) may be subject to regulation by agencies of the U.S. Government, including, but not limited to, the U.S. Department of Commerce and the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the European Union and/or the United Kingdom which prohibit, among other things, export or diversion of certain products to, or other dealings with, certain countries, governments, individuals and entities.
- 9.2 These regulations generally apply to "**Restriction Persons**", which are persons, groups, entities or governments that are:
- (a) the target of any U.S., European Union or United Kingdom economic sanctions or export control restrictions; or
  - (b) located, organized or resident a country or territory that is the target of comprehensive territorial economic sanctions administered by United States, the European Union or the United Kingdom.
- 9.3 You must not:
- (a) purchase or use any Product or Software if you are a Restricted Person;
  - (b) provide or attempt to provide, transfer, or sell any Product or Software:
    - (i) to a Restricted Person; or
    - (ii) to someone who is not a Restricted Person, but where you know or suspect that the final recipient of the Product or Software is a Restricted Person.
- 9.4 You shall not use or attempt to use, or knowingly allow the Products or Software to be used, in connection with any action that is prohibited by any applicable export or re-export regulations or restrictions or economic sanctions.

## 10. YOUR RIGHTS TO USE OUR SOFTWARE

- 10.1 Some of our Products include, use or incorporate software, firmware or other code ("**Software**"). When we sell you Products that include, use or incorporate Software, you agree that:
- (a) you are not purchasing the Software;
  - (b) the Software will remain owned by us or our licensors;
  - (c) you will use the Software only in accordance with our [End User Licence Agreement] ([link]) and the documentation that we provide to you in respect of the Products..

## **11. AVAILABILITY**

- 11.1 All orders for Products are subject to the availability of those Products and the materials for making the Products. We will inform you as soon as possible after placing an order if, for any reason, the Products you have ordered are not available or are subject to any delay.
- 11.2 If we are unable to supply you with a Product, for example because of an error in the price, we will inform you of this using the contact details you provide to us in the order and we will not process your order. If you have already paid for the Product we will refund you the full amount as soon as possible.

## **12. IMAGES AND SIZING OF PRODUCTS**

- 12.1 The images of the Products on our Site or in any other promotional materials are for illustrative purposes only. Although we have made every effort to display the appearance accurately, we cannot guarantee that your computer or any printed materials will display the appearance faithfully or reflect the true appearance of the Products. The Products that are delivered to you may therefore vary slightly from those images.
- 12.2 Although we have made every effort to be as accurate as possible, any Product measurements, including weights and dimensions, shown on our Site or in any other promotional materials are approximate only and may vary slightly from those advertised depending on the material used in the production of that Product.

## **13. CHANGES TO THE PRODUCTS**

- 13.1 We may make minor changes to the Products or Software that will not affect your use of the Product or Software, such as changes that:
- (a) reflect changes in relevant laws and regulatory requirements; or
  - (b) implement minor adjustments and improvements, for example to fix previously identified issues with the Products or Software.
- 13.2 We will notify you if we intend to make any significant changes to the Products or Software (including if we decide to discontinue any Products or Software) before we deliver the Products to you. If you are unhappy with the change, you can contact us and cancel your order in accordance with paragraph **Error! Reference source not found.** below.
- 13.3 If you wish to make a change to the Product you have ordered, please contact us using the details in the "Contacting Us" paragraph above. If a change is possible, we will let you know about any changes to the price of the Product, the timing of delivery or any other changes that we would need to make as a result of your requested change. We will ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may cancel your order in accordance with paragraph **Error! Reference source not found.** below.

## **14. PRICES OF PRODUCTS**

- 14.1 The price of any Product will be as quoted on the Site and displayed to you when you complete the order process, except in cases of obvious error.
- 14.2 The price of any Product may change from time to time, but changes will not affect any order we have accepted.
- 14.3 The price of a Product includes all sales taxes (if applicable) but excludes import and customs duties, delivery costs, which will be added to the total amount due. The costs of delivery may vary depending on the delivery method you choose and will be displayed to you when you submit your order.
- 14.4 It is always possible that some of the Products may be incorrectly priced, despite our reasonable efforts. We will normally verify prices as part of our order-handling procedure so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If the Product's correct price is higher than the price we have quoted to you, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of the rejection.
- 14.5 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you an order acceptance, if the price displayed is a genuine and honest mistake and the error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing.

## **15. HOW TO PAY**

- 15.1 After we accept your order, we will charge the price of the Product to your chosen payment method. The payment methods we accept will be available on the payment portal provided to you when you place your order.
- 15.2 By submitting an order to us, you are confirming that the payment details provided on your order are valid and correct.
- 15.3 We will cancel your order and not deliver the Product if we are unable to collect payment from your chosen payment device.

## **16. DELIVERY, TRANSFER OF RISK AND TITLE**

- 16.1 We will provide you with an estimated date on which we will deliver the Products at the address you provided to us during the order process. We will aim to deliver the Products to you as soon as reasonably possible and in any event within 30 calendar days after the day on which we accept your order.
- 16.2 Unfortunately, although we will make every reasonable effort to ensure your Products are delivered within the estimated timescales, we cannot guarantee that they will not be affected by unforeseen issues affecting the manufacture of the Product or our delivery

partners. If we are unable to meet the estimated delivery date, we will contact you with a revised estimated delivery date.

- 16.3 Your delivery will be completed when we deliver the Products to the address you gave us and the Products will be at your risk from that time. If your delivery requires a signature and no one is available at your address to take delivery, we will leave you a note with information about how to rearrange delivery.
- 16.4 You own the Products (but not any Software) once we have received payment in full, including all applicable delivery charges.
- 16.5 We will send you an email with tracking information when your Product is out for delivery. Please follow the applicable link in the email we provide to you to find out about the status of your order or track its progress.
- 16.6 If we fail to deliver the Products, our liability is limited to the cost of obtaining replacement Products of a similar description and quality in the cheapest market available, less the price of the Products. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of Products.

## **17. YOUR RESPONSIBILITIES**

- 17.1 You understand and agree that you are responsible for your conduct whilst using the Products and Software and for any consequences arising from such use. You agree to use the Products and Software only for purposes that are proper and in accordance with applicable laws, rules and regulations and all terms, precautions, practices, policies and guidelines we have made and may make available.

## **18. OUR WARRANTY IN RESPECT OF THE PRODUCTS**

- 18.1 We provide a warranty that on delivery and for a period of 6 months from delivery, the Products (excluding the Software) shall:
- (a) subject to clause 12, conform in all material respects with their description; and
  - (b) be free from material defects in design, material and workmanship.
- 18.2 Subject to clause 18.3, if:
- (a) you give us notice in writing that some or all of the Products do not comply with the warranty set out in clause 18.1;
  - (b) we ask you to do so, you return the Products to us at your cost to the below address:

BestYield Europe (OGS) will manage the RMA for us.  
Ogs Europe B.V.  
Hooge Zijde 7  
5626DC  
Eindhoven

- (c) we will, at our option, repair or replace the defective Products, or refund the price of the defective Products in full.

18.3 We will not be liable for breach of the warranty set out in clause 18.1 if:

- (a) you make any further use of the Products after giving notice to us under clause 18.2;
- (b) you alter or repair the Products without our written consent;
- (c) a third party (other than one of our approved contractors) repairs or alters the Products or Software;
- (d) an accident or event outside our control (as set out in Clause 24) impacts or affects the Products; or
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

18.4 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

18.5 These Terms also apply to any repaired or replacement Goods supplied by us to you.

## **19. OUR RESPONSIBILITY TO YOU GENERALLY**

19.1 We do our best to ensure that the features and functionalities of the Site, Products, and Software, are of a reasonably satisfactory standard and match any descriptions we have provided to you.

19.2 Certain features of the Site may rely on networks and connections that are beyond our control. Some of the information provided to you on the Site may also contain content owned or developed by third parties. We do not own or produce such third-party content and are not otherwise responsible for it in any way.

19.3 We will do our best to ensure that the Site will always be available to you. However, due to the nature of the Internet and technology, the Site may be unavailable if we need to undertake any emergency or scheduled maintenance on our systems. This means that we are unable to promise that your use of the Site will be uninterrupted, without delays, error-free or meet your expectations. We will notify you of any planned outages; however, we may not be able to do this if any outages are caused by circumstances outside of our control.

## **20. LIABILITY**

20.1 We do not in any way exclude or limit our liability where it would be unlawful for us to do so, including for:

- (a) intentional or grossly negligent breaches of our obligations;



- (b) losses that arise from a breach of an obligation that is of particular importance given the nature and purpose of our agreement with you, and that was an obvious consequence of our breach or was contemplated by you and us at the time we entered into the contract;
  - (c) damages arising from death or personal injury caused intentionally or by our negligence;
  - (d) our responsibility to supply products that comply with applicable law;
  - (e) fraud or fraudulent misrepresentation, including the fraudulent concealment of defects; or
  - (f) any breach of terms implied by law (including your right to receive products which are as described and match information we provided to you, are of satisfactory quality, fit for purpose and supplied with reasonable skill and care).
- 20.2 Paragraph 20 will also apply to any losses caused by a legal representative or other agent of ours.
- 20.3 Our Products and Software are supplied for internal use by your business, and you agree not to use the Products and Software for any resale purposes.
- 20.4 Subject to paragraph 20.1, we will under no circumstances be liable to you for:
- (a) any loss of profit, loss of business, goodwill, business interruption or loss of business opportunity;
  - (b) loss or corruption of data, information or software;
  - (c) any special, indirect or consequential loss.
- 20.5 Subject to clause 20.1, our total liability to you for all losses arising under or in connection with these Terms and Conditions will not exceed to price paid by you for the Products and Software.

## **21. USER CONTENT**

- 21.1 You may upload and post publicly available reviews about the Products on our site, including information, text and photos ("**User Content**").
- 21.2 We do not claim ownership of your User Content, and ownership will remain with you and any third party whose content you include in your User Content. Instead, by uploading and posting User Content, you grant us the right to use, copy, reproduce, distribute, adapt, re-format, modify, publish, translate, and otherwise make available your User Content on our Site.
- 21.3 You must ensure that you are able to grant us the above licence for any third party owned content you include in your User Content, and that your User Content will meet the Rules of Acceptable Use set out in paragraph 22 below. We may monitor any User Content and delete any User Content where we believe it breaches these Terms and Conditions.

## 22. RULES OF ACCEPTABLE USE

22.1 In addition to the other requirements within these Terms and Conditions, this section describes specific rules that apply to your use of the Site (the "**Rules of Acceptable Use**").

22.2 When using the Site you must not:

- (a) circumvent, disable or otherwise interfere with any security related features of the Site;
- (b) use the Site for commercial purposes, or accept any payment or commission in relation to your use of the Site;
- (c) give any false or misleading information, impersonate any person or permit any other person to use the Site under your name or on your behalf unless such person is authorised by you;
- (d) use the Site if we have suspended or banned you from using it;
- (e) advocate, promote or engage in any illegal or unlawful conduct, including any criminal activity, fraud or money laundering, or conduct that causes damage or injury to any person or property;
- (f) threaten, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, upset, embarrass, alarm or annoy any other person;
- (g) post any User Content that is inaccurate, incomplete, misleading, illegal, offensive, or otherwise harmful;
- (h) promote or advertise any goods or services on the Site;
- (i) modify, interfere, intercept, disrupt or hack the Site;
- (j) misuse the Site by knowingly introducing viruses, Trojans, worms, logic bombs or other material which would harm the Site or any equipment of another user of the Site;
- (k) collect any data from the Site other than in accordance with these Terms and Conditions (including through any "scraping" of the Site); or
- (l) use any automated system, including without limitation "robots", "spiders" or "offline readers" to access the Site in a manner that send more request messages to the Site than a human can reasonably produce in the same period of time.

22.3 Failure to comply with the Rules of Acceptable Use constitutes a serious breach of these Terms and Conditions, and may result in our taking all or any of the following actions (with or without notice):

- (a) immediate, temporary or permanent withdrawal of your right to use the Site;
- (b) issuing of a warning to you;
- (c) legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- (d) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

22.4 The responses described in paragraph 22.3 are not limited, and we may take any other action we reasonably deem appropriate.

### **23. NOTICE AND TAKEDOWN POLICY**

23.1 Any person may contact us by sending us an "**Infringement Notice**" if any content available on our Site infringes their rights or fails to comply with our Rules of Acceptable Use. The Infringement Notice should be sent by email using the contact details in the "Contacting Us" paragraph above. Please provide the following information in the Infringement Notice:

- (a) your name and contact details;
- (b) a statement explaining in sufficient detail why you consider that the content available on our Site infringes your rights or fails to comply with our Rules of Acceptable Use; and
- (c) a link to or such other means of identifying the problematic content.

23.2 We will take the action that we believe is appropriate depending on the nature of the Infringement Notice and will aim to respond to you within a reasonable period of time on the action we propose to take.

### **24. EVENTS OUTSIDE OF OUR CONTROL**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations to you under a contract that is caused by events outside of our control including acts of god, fire, flood, severe weather, explosions, war (whether declared or not), acts of terrorism, industrial disputes (whether or not involving our employees), or acts of local or central Government or of any other competent authorities.

### **25. RESOLVING DISPUTES**

25.1 If you have a dispute with us relating to our contract with you, we would welcome the opportunity to try to make things right and resolve the dispute with you ourselves. In the first instance, please contact our complaints team using the details in the "Contacting Us" paragraph above so that we can attempt to resolve the dispute informally through our internal complaints handling process.

- 25.2 If you are in the European Economic Area, you may (but are not obliged to) seek resolution of any dispute with us through consumer mediation services. You can do this through the European Online Dispute Resolution (ODR) platform, available at this link: <https://ec.europa.eu/consumers/odr/>.
- 25.3 We are not obliged to participate in dispute resolution proceedings before a consumer arbitration board except in the circumstances outlined under paragraph 25.2.
- 25.4 In the unlikely event that we are not able to resolve the dispute informally, we will discuss with you the most effective way of resolving the dispute through a formal dispute resolution process.
- 25.5 This paragraph does not affect your statutory rights.

## **26. DOCUMENTS THAT APPLY TO OUR RELATIONSHIP WITH YOU**

- 26.1 These Terms and Conditions set out the only terms and conditions that apply to our relationship with you.
- 26.2 We intend to rely on these Terms and Conditions as setting out the written terms of our agreement with you for the provision of the Products and your use of the Site.
- 26.3 Each of the paragraphs of these Terms and Conditions operates separately. If part of the Terms and Conditions cannot be enforced then the remainder of the Terms and Conditions will still apply to our relationship.
- 26.4 If you do not comply with these Terms and Conditions and we do not take action immediately, this does not mean we have given up any right we have and we may still take action in the future.

## **27. UPDATING THESE TERMS AND CONDITIONS**

- 27.1 We may modify or update these Terms and Conditions from time to time for reasons including:
- (a) changes in how our business operates;
  - (b) changes in the legal or regulatory requirements that we must comply with;
  - (c) changes in how we accept payment from you; or
  - (d) changes to our Site.
- 27.2 We will contact you to let you know about any significant changes to these Terms and Conditions or any documents referred to in these Terms and Conditions. We may contact you using the contact details you submitted to us when submitting your order. Any changes to these Terms and Conditions will not affect previous orders for Products that have already been delivered to you, which will continue to be governed by the version of the Terms and Conditions that was in force when you placed your order.

27.3 Normally, we will try to give you some warning before any new terms become effective. However, sometimes, changes will need to be made immediately and if this happens we will not give you any notice.

## **28. RIGHTS OF THIRD PARTIES**

Any contract made between you and us is only made between you and us. No third party will have any rights to enforce any of its terms.

## **29. TRANSFER OF OUR RIGHTS**

We may transfer our rights and obligations under our contract with you to another organisation, and we will notify you if this happens. This will not affect your rights or our obligations under the contract.

## **30. LAW AND JURISDICTION**

30.1 These Terms and Conditions are governed by the law of the Netherlands and the courts of Amsterdam, the Netherlands, will have non-exclusive jurisdiction over any dispute arising from or related to the contract between you and us for the purchase of the Products or your use of the Site. This does not, however, affect any rights you may have under applicable law in the country where you are resident, including (where applicable) the right to have a dispute in relation to the Products or your use of the Site heard in the courts of that country.

## **31. CONTACT AND FEEDBACK**

31.1 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

31.2 If you need to contact us in relation to these Terms and Conditions or any other document mentioned in them, please contact us using the details in the "Contacting Us" paragraph above.

31.3 We value hearing from our customers and users, and are always interested in learning about ways we can improve the Products and Software. By providing your feedback you agree that you are giving up any rights you have in your feedback so that we may use and allow others to use it without any restriction and without any payment to you.