



## **EVALUATION BOARD TERMS OF USE**

By using this evaluation board or kit (together with all related software, firmware, components, and documentation provided by Nexperia, "Evaluation Board"), You ("You") are agreeing to be bound by the terms and conditions of this Evaluation Board Terms of Use ("Agreement"). Do not use the Evaluation Board until You have read and agreed to these terms of use. Your use of the Evaluation Board constitutes Your acceptance of these terms of use.

### **Purpose and Use**

Nexperia reserves the right in its sole discretion to make corrections, enhancements, improvements, or other changes to the board or to discontinue the board.

THE BOARD IS AN ENGINEERING TOOL INTENDED SOLELY FOR LABORATORY AND EVALUATION USE BY HIGHLY QUALIFIED AND EXPERIENCED ELECTRICAL ENGINEERS TO EVALUATE THE PERFORMANCE OF GANFET'S. THE BOARD SHOULD NOT BE USED AS ALL OR PART OF A FINISHED PRODUCT. THIS BOARD IS NOT SUITABLE FOR SALE TO OR USE BY CONSUMERS AND CAN BE HIGHLY DANGEROUS IF NOT USED PROPERLY. THIS BOARD IS NOT DESIGNED OR INTENDED TO BE INCORPORATED INTO ANY OTHER PRODUCT FOR RESALE. THE USER SHOULD CAREFULLY REVIEW THE DOCUMENTATION TO WHICH THESE NOTIFICATIONS ARE ATTACHED AND OTHER WRITTEN USER DOCUMENTATION THAT MAY BE PROVIDED BY NEXPERIA (TOGETHER, THE "DOCUMENTATION") PRIOR TO USE. USE OF THIS BOARD IS AT THE USER'S SOLE RISK.

### **Operation of Board**

The Evaluation Board offers limited features and is conceived to be used only to evaluate and test Nexperia products in a research and development setting. The Evaluation Board is not intended for consumer or household use. The Evaluation Board shall not be, in any case, directly or indirectly assembled as a part in any production of Yours as it is solely developed to serve evaluation and testing purposes and has no direct function and is not a finished product.

It is important to operate the board within Nexperia's recommended specifications and environmental considerations as described in the Documentation. Exceeding specified ratings (such as input and output voltage, current, power, or environmental ranges) may cause property damage. If you have questions about these ratings, please contact Nexperia prior to connecting interface electronics (including input power and intended loads). Any loads applied outside of a specified output range may result in adverse consequences, including unintended or inaccurate evaluations or possible permanent damage to the board or its interfaced electronics.

Please consult the Documentation prior to connecting any load to the board. If you have any questions about load specifications for the board, please contact Nexperia at for assistance. Users should ensure that appropriate safety procedures are followed when working with the board as serious injury, including death by electrocution or serious injury by electrical shock or electrical burns can occur if you do not follow proper safety precautions. It is not necessary and allowed in proper operation for the user to touch the board while it is energized. When devices are being attached to the board for testing, the board must be disconnected from the electrical source and any bulk capacitors must be fully discharged.

When the board is connected to an electrical source and for a short time thereafter until board components are fully discharged, some board components will be electrically charged and/or have temperatures greater than 50° Celsius. These components may include bulk capacitors, connectors, linear regulators, switching transistors, heatsinks, resistors and SiC diodes that can be identified using board schematic. Users should contact Nexperia at for assistance if a board schematic is not included in the Documentation or if users have questions about a board's components.

When operating the board, users should be aware that these components will be hot and could electrocute or electrically shock the user. As with all electronic evaluation tools, only qualified personnel knowledgeable in handling electronic performance evaluation, measurement, and diagnostic tools should use the board.

### **Safe Handling and Compliance with Laws**

Users should read the Documentation and, specifically, the various hazard descriptions and warnings contained in the Documentation, prior to handling the board. The Documentation contains important safety information about voltages and temperatures. Users assume all responsibility and liability for the proper and safe handling of the board. Users are responsible for complying with all safety laws, rules, and regulations related to the use of the board. Users are responsible for (1) establishing protections and safeguards to ensure that a user's use of the board will not result in any property damage, injury, or death, even if the board should fail to perform as described, intended, or expected, and (2) ensuring the safety of any activities to be conducted by the user or the user's employees, affiliates, contractors, representatives, agents, or designees in the use of the board. User questions regarding the safe usage of the board should be directed to Nexperia.

In addition, users are responsible for:

- compliance with all international, national, state, and local laws, rules, and regulations that apply to the handling or use of the board by a user or the user's employees, affiliates, contractors, representatives, agents, or designees.
- taking necessary measures, at the user's expense, to correct radio interference if operation of the board causes interference with radio communications. The board may generate, use, and/or radiate radio frequency energy, but it has not been tested for compliance within the limits of computing devices pursuant to applicable laws.
- compliance with applicable regulatory or safety compliance or certification standards such as those established by EU Directive 2011/65/EU of the European Parliament and of the Council on 8 June 2011 about the Restriction of Use of Hazardous Substances (or the RoHS 2 Directive) and EU Directive 2002/96/EC on Waste Electrical and Electronic Equipment (or WEEE). The board is not a finished end product and therefore may not meet such standards. Users are also responsible for properly disposing of a board's components and materials.

### **No Warranty**

THE BOARD IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED. THERE IS NO REPRESENTATION THAT OPERATION OF THIS BOARD WILL BE UNINTERRUPTED OR ERROR FREE.

YOU WARRANT THAT YOU UNDERSTAND THE DANGERS OF HANDLING AND USING ELECTRICAL MECHANICAL COMPONENTS, SYSTEMS, AND SUBSYSTEMS. YOU ASSUME ALL RESPONSIBILITY AND LIABILITY FOR ANY IMPROPER OR UNSAFE HANDLING OR USE OF THE EVALUATION BOARD BY YOU, YOUR EMPLOYEES, AFFILIATES, CONTRACTORS, AND DESIGNEEES.

### **Limitation of Liability**

IN NO EVENT SHALL NEXPERIA BE LIABLE TO YOU, FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WITH RESPECT TO ANY MATTERS RELATING TO ANY BOARD FURNISHED. IN NO EVENT SHALL Nexperia's LIABILITY IN THE AGGREGATE EXCEED THE AMOUNT, IF ANY RECEIVED BY NEXPERIA FOR THE EVALUATION BOARD.

### **Indemnification**

You will defend, indemnify and hold Nexperia and its Affiliates, its licensors and their representatives harmless from and against any and all claims, damages, losses, expenses, costs and liabilities arising out of or in connection with any handling or use of the Evaluation Board that is not in accordance with these terms.

You shall, at Your expense, defend Nexperia and its Affiliates against a claim or action brought by a third party for infringement or misappropriation of any patent, copyright, trade secret or other intellectual property right of a third party to the extent resulting from (1) Your combination of the Evaluation Board with any other component, system, software, or firmware, (2) Your modification of the Evaluation Board, or (3) Your use of the Evaluation Board in a manner not permitted under this Agreement. You shall indemnify Nexperia and its Affiliates against and pay any resulting costs and damages finally awarded against Nexperia or its Affiliates or agreed to in any settlement, provided that You have sole control of the defense and settlement of the claim or action and Nexperia cooperates in the defense and furnishes all related evidence under its control at Your expense. Nexperia will be entitled to participate in the defense of such claim or action and to employ counsel at its own expense.

"Affiliates" means any corporation or other entity directly or indirectly controlled by, controlling or under common control with the entity in question, for so long as such ownership exists. "Control" means the direct or indirect beneficial ownership of more than fifty (50%) percent of the stock or other equity interests entitled to vote for the election of directors or an equivalent governing body. Any such corporation or other legal entity shall be deemed to be an Affiliate of such entity only as long as such Control exists.

### **APPLICABLE LAW AND JURISDICTION**

This Agreement shall be governed, construed and enforced in accordance with the laws of the Netherlands. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. In case of dispute and in the absence of an amicable settlement, the only competent jurisdiction shall be the courts of Amsterdam. Any breach of this Agreement by You may result in irreparable damage to Nexperia for which Nexperia will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, You acknowledge and agree that Nexperia may immediately seek enforcement of this Agreement in any jurisdiction by means of specific performance or injunction, without any requirement to post a bond or other security.

### **SEVERABILITY**

If any provision of these terms of use is or becomes, at any time or for any reason, unenforceable or invalid, no other provision of this agreement shall be affected thereby, and the remaining provisions of this agreement shall continue with the same force and effect as if such unenforceable or invalid provisions had not been inserted in this Agreement. In addition, any unenforceable or invalid provision shall be deemed replaced by a provision that is valid and enforceable and that comes closest to expressing the intention of the unenforceable or invalid provision.

### **WAIVER**

If any provision of these terms of use is or becomes, at any time or for any reason, unenforceable or invalid, no other provision of this agreement shall be affected thereby, and the remaining provisions of this agreement shall continue with the same force and effect as if such unenforceable

or invalid provisions had not been inserted in this Agreement. In addition, any unenforceable or invalid provision shall be deemed replaced by a provision that is valid and enforceable and that comes closest to expressing the intention of the unenforceable or invalid provision.

### **SURVIVAL**

Any provision of this Agreement which imposes an obligation after termination of this Agreement shall survive the termination of this Agreement.

### **WASTE AND RECYCLING**

The Evaluation Board is not to be disposed as an urban waste. At the end of its life cycle, differentiated waste collection must be followed. In the countries belonging to the European Union, the Evaluation Board is subject to differentiated recycling at the end of its life cycle; therefore, it may be forbidden to dispose the Evaluation Board as an undifferentiated waste or with other domestic wastes. Consult the local authorities for more information on the proper disposal channels and recycling centers. Disposing incorrectly the Evaluation Board may cause damage to the environment and it may be subject to fines based on specific countries rules.

## **2. Revision history**

**Table 1. Revision history**

| <b>Revision number</b> | <b>Date</b> | <b>Description</b> |
|------------------------|-------------|--------------------|
| 1.0                    | 20231010    | Initial version.   |