

Enovix Purchase Order Terms and Conditions

These Purchase Order Terms and Conditions (“Terms”) apply to all transactions between Enovix Corporation and its Affiliates (collectively “Enovix”) and the supplier (“Supplier”), as referenced in any Purchase Order (“PO”) issued by Enovix. By accepting or performing under a PO, Supplier agrees to these Terms.

For the purposes of these Terms, “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with Enovix. Enovix shall ensure that its Affiliates comply with these Terms, and any transaction entered into by an Affiliate of Enovix with Supplier shall be governed by and subject to these Terms as though such Affiliate were an original signatory hereto.

In the event that Enovix and Supplier have entered into a separate written agreement duly executed by both parties covering the subject matter of this PO, such agreement shall govern and take precedence over these Terms with respect to the subject matter.

1. Scope and Acceptance. Acceptance of Enovix’s PO is limited to the terms contained in the PO as supplemented by these Terms. Additional terms on Supplier’s form are hereby objected to and rejected, unless expressly agreed to in writing by authorized representatives of Enovix and Supplier. Partial or full performance by Supplier shall constitute acceptance of the applicable PO, including all Terms contained herein.

2. Products and Services. (i) **Prices:** The products and/or services to be provided as specified in the applicable PO (collectively the “Products and/or Services”) and prices for such Products and/or Services are set forth in the PO and prices provided by Supplier must be no less favorable than prices offered to other customers for similar quantities and/or conditions. (ii) **Price Adjustments:** If the price of Products and/or Services decreases after Supplier accepts a PO but before shipment or delivery, Enovix will pay the lower price in effect at shipment or delivery, and Supplier will issue a credit for any affected inventory or Services in progress. The credit equals the difference between the original and new prices, less any prior credits. If prices increase after a PO is accepted but before shipment or performance, Enovix will still pay the original accepted price. (iii) **Changes:** Enovix may request changes, including but not limited to, specifications, materials, transportation, with written equitable adjustments excluding anticipated profits. Supplier shall not make any changes to the Products and/or Services, including but not limited to form, fit, function, components, vendors, manufacturing location, processes, assembly, packaging, or testing without the prior written approval of an authorized representative of Enovix. Supplier will provide at least twelve (12) months’ prior written notice of proposed changes (unless otherwise agreed) to allow for Enovix qualification and approval. (iv) **Cancellation:** Unless otherwise agreed in a PO or written agreement, Enovix may cancel any Product and/or Service to be delivered under any PO without becoming subject to any cancellation fee or other liability, at any time prior to shipment or delivery by Supplier by providing Supplier with notice of such cancellation electronically or by mail.

3. Packaging, Shipping, and Payment. Supplier shall comply with Enovix’s packaging/shipping instructions. Invoices must include the PO number; unless otherwise specified in the applicable PO, payment terms are net sixty (60) days from receipt of the invoice. Any overbilling shall be corrected through the issuance of credit notes. No invoices shall be submitted prior to shipment unless expressly agreed in writing by the Parties.

4. Delivery and Default. Time is of the essence. Supplier agrees to deliver the Products and/or Services on the date(s) set forth in the PO; delays may result in termination, expedited shipping at Supplier’s expense, or procurement from other sources at Supplier’s cost. Unless otherwise expressly specified in the applicable PO, the default delivery term shall be Delivered at Place (DAP) (Incoterms® 2020) to the destination designated by Enovix in the PO. Title and risk of loss pass upon delivery at such destination or, if subject to inspection or testing, upon Enovix’s final acceptance.

5. Inspection and Acceptance. Products and/or Services shall conform to the descriptions and specifications stated in the PO and any applicable appendix. All Products and/or Services are subject to inspection and testing by Enovix prior to acceptance. In Enovix’s sole judgment, if the Products and/or Services do not conform to the applicable specifications, Enovix may reject, repair, or require replacement of the nonconforming items at Supplier’s cost and, if applicable, return the Products freight collect for a full refund of any advance payments. Payment shall not constitute acceptance.

6. Representations and Warranties. The Supplier represents and warrants that: (i) the Products and/or Services will be created by and be the original work of the Supplier, free and clear from any and all encumbrances whatsoever, and that the manufacture, production, installation and sale or license to, and use by, Enovix of the Products and/or Services are in compliance with any and all federal, state and local laws, rules and regulations; (ii) that the Products and/or Services do not and will not infringe any intellectual property or other proprietary rights of any third party; (iii) that it will provide the Products and/or Services in accordance with best industry practices, in a diligent, workmanlike and professional manner using appropriately skilled, educated, experienced and trained resources and with all due care and skill; (iv) that it has not previously granted and will not grant any rights in any deliverables to any third party that are inconsistent with the rights granted to Enovix under this PO; (v) that the Products and/or Services fully conform to and operate in accordance with Supplier’s specifications and descriptions contained in the PO and any attachment thereto; (vi) that the Products

and/or Services shall be merchantable and free from defects in workmanship and material; and (vii) if Supplier has been advised of the particular use of the Products and/or Services, Supplier warrants that the Products and/or Services furnished hereunder are suited and appropriate for such use. In addition, unless otherwise agreed in the applicable PO, the product warranty is for a period of three (3) years from acceptance of the Products and/or Services by Enovix. During this warranty period, Supplier shall promptly and without additional charge repair or replace the Products and/or Services or any part thereof which fails to conform to or operate in accordance with Supplier's specifications. If Supplier is not able to repair such deficiencies within a reasonable period of time, as Enovix determines in its sole discretion, Supplier will promptly provide to Enovix a refund of all amounts paid by Enovix for the nonconforming Products and/or Services. The warranties expressed herein shall be construed as consistent and cumulative with each other and with all warranties implied by law. It is the intent of Enovix and Supplier that if any warranties are held to be inconsistent, Enovix may, at any time, including in the course of a suit for breach, select which of them shall be excluded from the PO. THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS PO SHALL BE IN ADDITION TO ANY OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY AND THERE ARE NO EXCLUSIONS, LIMITATIONS OR DISCLAIMERS OF REPRESENTATIONS OR WARRANTIES, OTHER THAN THOSE THAT MAY BE EXPRESSLY PROVIDED HEREIN OR IN THE APPLICABLE TRANSACTION DOCUMENT.

7. Compliance. Supplier further represents and warrants that it shall comply with all applicable laws and regulations, including but not limited to laws pertaining to trade sanctions, import, export, data protection, and security, and prohibit bribery, corruption, slavery, forced and compulsory labor and human trafficking. In addition, Supplier shall comply with the [Enovix Supplier Code of Business Conduct](#).

8. Environmental, Health, and Safety (EHS) Compliance. Supplier shall comply with all applicable environmental, health, and safety (EHS) laws, regulations, and standards in effect at the locations where the Products are manufactured, stored, or Services are performed, including but not limited to occupational safety, environmental protection, waste management, and chemical handling requirements. Supplier shall maintain appropriate EHS management systems, provide safe working conditions for all personnel, and ensure that all Products and/or Services supplied meet applicable safety standards and regulatory requirements. Supplier agrees to promptly notify Enovix of any EHS incidents, violations, or regulatory actions that may affect the Products and/or Services provided under the PO and shall cooperate fully with any EHS audits or inspections requested by Enovix. Supplier shall obtain, maintain, and keep current with all required EHS permits, licenses, and registrations and follow the operational and reporting requirements of such permits.

9. Intellectual Property ("IP"). "Intellectual Property" (IP) means all inventions, technical data, software, and associated rights, whether or not capable of registration, including, without limitation, patents, trademarks, copyrights, designs, trade secrets, know-how, and other proprietary rights, whether granted, pending, or unregistered. IP created for Enovix belongs to Enovix and Supplier shall assist in securing Enovix's rights. Except for finished Products and/or Services provided without modification, all Products and/or Services that are copyrightable shall be considered "work made for hire" for Enovix. In addition, Supplier hereby irrevocably assigns and agrees to assign to Enovix all right, title, and interest in and to such Products and/or Services, including all inventions, improvements, discoveries, trade secrets, patents, patent applications, and other IP rights, whether conceived, developed, or reduced to practice in connection with the applicable PO. Supplier shall execute any documents and take any actions reasonably requested by Enovix to secure, register, or enforce such rights. Notwithstanding the foregoing, pre-existing materials or background IP owned or developed by Supplier prior to the applicable PO ("Pre-Existing Materials") are excluded, and Supplier grants Enovix a perpetual, royalty-free, fully paid, worldwide, and sublicensable license to use such Pre-Existing Materials solely as necessary to fully enjoy the purpose of the PO. If applicable, Enovix grants Supplier a limited, revocable license to use Enovix materials solely for PO performance.

10. Confidentiality. For purposes of these Terms, "Confidential Information" means all non-public, proprietary, or sensitive information including personal information, disclosed by Enovix (the "Disclosing Party") to Supplier (the "Receiving Party"), whether in written, oral, electronic, or other form, including, without limitation, business plans, technical data, software, designs, financial information, and trade secrets. Confidential Information does not include information that (i) is or becomes publicly known through no fault of the Receiving Party; (ii) is lawfully received from a third party without restriction; or (iii) is independently developed by the Receiving Party without use of or reference to Enovix's Confidential Information. Unless the parties have executed a separate written non-disclosure agreement, in which case such agreement shall govern the subject matter of confidentiality, Supplier shall protect Enovix's Confidential Information and limit disclosure to authorized personnel. This obligation of confidentiality shall survive indefinitely and continue notwithstanding the termination or expiration of any contractual relationship between the parties. Upon Enovix's request or upon termination, Supplier shall return or destroy all Confidential Information and certify its return or destruction.

11. Security, Privacy and AI. (i) **Information Security:** Supplier shall implement and maintain security measures to protect Confidential Information, including implementation and maintenance of an information security program to protect Confidential Information against cybersecurity incidents. Supplier shall notify Enovix via email at security@enovix.com within 24 hours of Supplier's becoming aware of any cybersecurity incident impacting Confidential Information, systems, or Enovix's use of the Products and/or Services. (ii) **Personal Information Processing:** Supplier agrees to comply with all applicable data protection and privacy

laws when collecting, storing, transferring, sharing, and/or otherwise processing any personal information. (iii) **AI Warranty:** Without Enovix's express prior written approval, which Enovix may grant or withhold in its sole discretion, Supplier shall not (a) use, or permit the use of, any artificial intelligence (AI) tool, system, model, application, technology or service ("AI Tool"), including any AI Tool that generates text, images, sound or any other information or content ("Generative AI Tool"), in connection with the Products and/or Services provided to Enovix; (b) use or include any works created by Generative AI Tools (or any derivative work thereof) in any Products and/or Services; or (c) or permit others to upload or submit any Confidential Information into any AI Tool.

12. Indemnification. Supplier shall, at its own expense, defend, indemnify, and hold harmless Enovix, its Affiliates, and each of their respective officers, directors, employees, and agents (collectively, the "Indemnitees") from and against any and all claims, demands, actions, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) any actual or alleged infringement of any intellectual property rights; (ii) any defects in the Products and/or Services; (iii) the Supplier's negligence or willful misconduct; (iv) any violation of applicable laws or regulations; or (v) any breach of representations, warranties and other terms and conditions of the PO. The obligations under this section shall survive the expiration or termination of the applicable PO. Supplier may, at its option, conduct the defense of any third-party action and Enovix will cooperate with Supplier's defense. If the use or sale of any Product and/or Service is enjoined as a result of any action or proceeding, in addition to such other rights or remedies that Enovix may have hereunder or by law, Supplier, at no expense to Enovix, shall obtain for Enovix and its customers the right to use and sell said item, or shall substitute an equivalent item, acceptable to Enovix, and extend this indemnity with respect to such item. In the event that Supplier is unable to secure such rights of use or to secure an equivalent item as a substitute for Enovix or its customers, Supplier will indemnify Enovix and its customer for any and all losses or damages sustained by reason of any injunction arising hereunder.

13. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EXCEPT IN CASES OF BREACH RELATING TO INDEMNIFICATION, WARRANTIES, INTELLECTUAL PROPERTY, CONFIDENTIALITY, AI USAGE RESTRICTIONS, DATA SECURITY, OR PERSONAL INJURY. ENOVIX'S LIABILITY TO THE SUPPLIER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE IN RELATION TO THE PO IS LIMITED TO THE CHARGES PAID UNDER THE PO.

14. Insurance. Supplier shall maintain, at its own expense, comprehensive general liability, automobile liability, employer's liability, and workers' compensation insurance coverage in amounts and with insurers reasonably acceptable to Enovix. Supplier shall name Enovix and/or its Affiliates as additional insureds on all applicable policies and provide certificates of insurance or other evidence of such coverage to Enovix upon request. Such insurance shall remain in effect throughout the term of the PO or any applicable work performed by Supplier, and Supplier shall provide prompt notice to Enovix of any cancellation, non-renewal, or material change in coverage.

15. Termination. Enovix may terminate the PO immediately upon written notice if Supplier fails to perform any of its obligations under the PO, becomes financially unstable, or otherwise materially breaches the PO. For breaches capable of cure, Supplier shall have thirty (30) days from receipt of written notice to cure such breach. Enovix may terminate the PO immediately upon written notice if Supplier becomes insolvent, files for bankruptcy, makes an assignment for the benefit of creditors, or is otherwise unable to pay its debts as they become due. If Supplier is unable to perform its obligations under the PO due to a force majeure event for more than thirty (30) consecutive days, Enovix may terminate the PO upon written notice.

16. Governing Law. The laws of the State of California shall govern this transaction, without giving effect to conflict of laws principles; provided, however, that if Enovix elects to have any dispute resolved in the courts of the jurisdiction in which an Enovix Affiliate is located, the substantive laws of such jurisdiction shall govern the dispute.

17. Dispute Resolutions. In the event of any dispute, controversy or claim arising out of or relating to these Terms, or the breach, termination or invalidity thereof ("Dispute"), the parties shall use all reasonable efforts to settle the dispute. If their initial efforts are unsuccessful, either party may, upon written notice to the other ("Notice of Dispute"), escalate the dispute for review and discussion between their chief executive officers or other senior officer(s) designated for such escalation. Thereafter, such officers of the parties shall confer promptly and attempt to reach a mutually satisfactory settlement. If the parties are unable to settle any dispute within thirty (30) days after the date of the Notice of Dispute, the dispute shall be resolved by final and binding arbitration, upon the request of either Party with written notice to the other party, under the rules of the International Chamber of Commerce, in San Francisco, California. The number of arbitrators shall be one (1). All proceedings and evidence shall be in the English language. Or at Enovix's election, the dispute shall be resolved in the courts of the jurisdiction where Enovix's Affiliate is located, and the parties consent to the personal jurisdiction and venue of such courts.

18. Miscellaneous. Supplier shall not make any public statements regarding these Terms or its subject matter without Enovix's prior written consent. During the term of the PO, the Supplier will be responsible for ensuring that its employees, representatives, and agents will, whenever on the Enovix's premises, adhere to all reasonable instructions and directions issued by Enovix and conduct

business ethically. Legal notices to Enovix shall be deemed given when delivered by certified mail to Enovix's address which appears on the face of the PO and marked Attention: General Counsel. Any other notice of a general business nature shall be deemed given when sent by mail, recognized overnight courier service or electronically, to the same address, and marked Attention: Procurement Department. Unless otherwise agreed to by the parties in writing, all notices to Supplier shall be deemed given when sent by mail, recognized overnight courier service or electronically to Supplier's address which appears on the face of the PO. If a party delays in acting upon a breach of any part of these Terms and/or the PO, that delay will not be regarded as a waiver of that breach. If a party waives a breach of any part of these Terms and/or the PO that waiver is limited to that particular breach. The provisions of these Terms shall continue to be applicable notwithstanding the transfer of title to the Products and/or Services. Any invalidity, in whole or in part, of any provision of the PO and/or these Terms shall not affect the validity of any other of its provisions. The PO including any appendix, if any, as supplemented by these Terms, constitutes the entire agreement between the parties relating to the purchase of the Products and/or Services, regardless of any inconsistent or additional terms in any other document, and supersedes all previous understandings, negotiations and proposals. In the event of a conflict between these Terms contained herein and any PO issued by Enovix, the terms and conditions of the applicable PO shall control the transaction.

Sep 2025