

Terms and Conditions for Pascal Products

Dated: August 5, 2026

1. General

These Terms and Conditions ("T&Cs") govern the sale and supply of products by Pascal to its customers ("Customer"). By placing an order, the Customer agrees to these T&Cs, which shall prevail over any T&Cs proposed by the Customer unless otherwise agreed upon in writing, such as Price Agreements.

2. Orders and Acceptance

2.1 All orders are subject to acceptance by the Pascal.

2.2 Orders must specify the quantity, Part numbers, description of the Products, and delivery terms.

2.3 The Pascal reserves the right to reject orders, in whole or in part, if there are issues related to inconsistencies between the Purchase Order and agreement between Pascal and Customer.

2.4 Order value must be min. 2000 USD and order quantity must match full cartons of Products, except for sample orders.

3. Pricing and Payment

In general, Pascal operates with NET30 or prepayment terms.

3.1 The price of the Products shall be as specified in the Pascal's price list at the time of acceptance or Price Agreements.

3.2 All prices are exclusive of taxes, duties, and other government fees, unless otherwise stated.

3.3 Payment terms are as confirmed on the Order Confirmation.

3.4 Late payments may incur interest at a rate of 1.5% per month on the outstanding balance.

3.5 Should late payment exceed 30 days, Pascal reserves the right to amend the payment term for the customer.

3.6 In case Customer pays late three times, Pascal reserves the right to amend the payment terms.

4. Delivery

In general, Pascal operates with EXW contract manufacturer.

4.1 Lead time is 16 weeks.

4.2 Customer may request to pull in, in which case Pascal will investigate the possibilities. Where possible Pascal reserves the right to add a rush fee of 10%.

4.3 Risk of loss or damage to the Products shall transfer to the Customer upon delivery, according to the delivery term.

4.4 Pascal will make reasonable efforts to meet delivery deadlines but shall not be liable for any delays in delivery due to events beyond its control (force majeure).

4.5 Customer may request to postpone Orders, in which case Pascal will offer to postpone delivery up to one month based on an immediate downpayment of 30 % of the order value. If the products are produced, then Pascal reserves the right to reject postponement requests.

4.6 Delivery terms are according to the stated terms on the Order Confirmation.

4.7 Cancellation fee for firm PO is 25% unless the Products are custom to Customer in which case the cancellation fee is 50%. Pascal reserve the right to deny cancellations, if ordered goods are already produced.

5. Inspection and Acceptance

5.1 The Customer shall inspect the Products upon receipt and notify the Pascal of any discrepancies, defects, or damages within 15 business days.

5.2 Failure to notify the Pascal within the specified period shall be deemed acceptance of the Products.

6. Warranty

6.1 Pascal warrants that the Products will be free from defects in material and workmanship according to Pascal Warranty Policy: <https://www.pascal-audio.com/wp-content/uploads/2022/12/Pascal-OEM-Warranty-Policy.pdf>

7. Limitation of Liability

7.1 The Pascal's liability for any claim arising from or related to the sale of Products shall be limited to the price paid for the specific Products that are the subject of the claim.

7.2 The Pascal shall not be liable for any indirect, incidental, or consequential damages, including but not limited to loss of profits, business, or data.

7.3 Pascal is covered by a global product liability insurance.

8. Resale of amplifier modules (prohibition)

8.1 The Customer's purpose is to incorporate the amplifier modules of Pascal in the Customers own products, and the Customer is not entitled to resell the amplifier modules of Pascal as components. Any incorporation or onward sale of products containing Pascal's amplifier modules shall be subject to the compliance obligations set out in Clause "Compliance with Laws".

9. Intellectual Property

9.1 The Customer acknowledges that all trademarks, patents, designs, and other intellectual property rights associated with the Products remain the property of the Pascal or its licensors.

9.2 The Customer agrees not to reverse engineer, disassemble, or otherwise attempt to derive the design or manufacturing process of the Products.

10. Confidentiality

10.1 Both parties agree to keep confidential any proprietary or confidential information exchanged in connection with the sale and supply of Products.

10.2 This confidentiality obligation shall survive the termination of any agreements between the Pascal and Customer.

11. Compliance with Laws

11.1 Both parties shall comply with all applicable laws and regulations in connection with the purchase, sale and use of the Products, including export control, sanctions, anti-corruption, anti-money laundering and human rights laws. The Customer shall include equivalent compliance obligations in its agreements with any downstream purchasers of products incorporating Pascal's Products.

11.2 The Customer warrants that it is not subject to and is not owned or controlled by any person subject to, any applicable trade sanctions administered by the EU, UN, US, UK or other relevant authorities. The Customer shall not export, re-export, transfer or resell the Products to any sanctioned country or sanctioned person, or for any end-use prohibited under applicable export control or sanctions laws. Upon Pascal's request, the Customer shall provide written confirmation of the intended end-use and identity of the ultimate end-user of the Products.

11.3 The Customer shall promptly notify Pascal in writing if it becomes aware of any actual or suspected breach of Clause 11. Pascal may terminate any outstanding order with immediate effect if the Customer breaches or Pascal has reasonable grounds to suspect a breach of Clause 11. Pascal may also terminate with immediate effect if the Customer becomes subject to trade sanctions or if continued supply would, in Pascal's reasonable assessment, violate applicable sanctions or export control laws.

11.4 Pascal reserves the right to request documentation from the Customer to verify compliance with Clause 11 on reasonable notice.

12. Governing Law and Dispute Resolution

12.1 Any dispute whatsoever, that may arise between the Parties, and which cannot be solved amicably, are to be brought before the Maritime and Commercial Court of Copenhagen and shall be governed by Danish law.

13. Force Majeure

13.1 The Pascal shall not be liable for any delay or failure in the performance of its obligations under these T&Cs due to causes beyond its reasonable control, including but not limited to war, strikes, or disruptions in supply chains.

14. Amendments

14.1 The Pascal reserves the right to amend these T&Cs at any time by providing notice to the Customer. Continued purchases of Products after such notice shall be deemed acceptance of the amended T&Cs.