

VEONEER Safety Systems GLOBAL INDIRECT PURCHASE TERMS AND CONDITIONS FOR EQUIPMENT

THE PARTIES

The Buyer shall be an **VEONEER Safety Systems** entity, its Affiliates or its group companies that issues a Purchase Order (as defined below) to the Seller ("**Buyer**")

AND

The Seller is a party which agrees and fulfils to the Buyer's Purchase Order. ("**Seller**")

NOW IT IS AGREED AS FOLLOWS

1. Definitions

1.1 In this Agreement for Equipment the following terms and expressions shall have the following meanings.

"**Addendum**" means the Addendum referenced by Buyer in a PO.

"**Affiliates**" means with respect to each Party any corporation or other entity which directly or indirectly controls or is controlled by or is under common control with that Party.

"**Agreement for Equipment**" means this Global Indirect Purchase Terms and Conditions for Equipment, dated as of the Effective Date.

"**Ancillary Agreement**" means any and all agreements in writing or electronic form including but not limited to a Purchase Order, statement of work, price list, project plan, payment terms, Addendum executed in connection with purchase of Equipment placed by Buyer with Seller on or after the Effective Date and at any time and from time to time during the Term.

"**Equipment**" means equipment stipulated by Buyer in a Purchase Order and may include items such as machinery, line components, production consumables, component tooling for indirect purchase.

"**Equipment Buy-off**" means process of verification that equipment is operating in accordance with the applicable requirements and specifications or scope of work, agreed between the Buyer and Seller.

"**Effective Date**" means the date referenced at the beginning of this Agreement for Equipment.

"**Installation Schedule**" means any and all schedule in writing that Parties have agreed on the installation of the Equipment.

"**Installation Site**" means a site suitable for the installation and operation of the Equipment as specified by Buyer.

"**Parties**" means Seller and Buyer and may include their respective Affiliates, successors and assigns and "**Party**" means any one of the foregoing.

"Purchase Order" or "PO" means a specific written or electronic order form for Equipment submitted by Buyer to Seller.

"Specifications" means Seller's published performance specifications for the Equipment and any other requirements agreed to by the Parties

"Term" has the meaning contained indicated Section 18.1.

1.2 In this Agreement for Equipment, unless there is something inconsistent with the context, references to the singular include references to the plural and vice versa and a reference to any gender includes a reference to all other genders. A reference to person includes a reference to corporations and other forms of legal entity and vice versa. Section headings are for convenience only and shall not form a part of this Agreement for Equipment nor affect its construction.

2. General Framework

2.1 Any and all sales of Equipment occurring after the Effective Date will be deemed to incorporate and include the terms and conditions of this Agreement for Equipment and the relevant Purchase Order and Ancillary Agreement (unless otherwise specifically agreed by Buyer), notwithstanding any contrary terms proposed or asserted by the Seller in any other document, including a quotation or delivery documentation.

2.2 In the event, Buyer references an Addendum in its PO, such Addendum shall be incorporated by reference into this Agreement for Equipment.

2.3 After the Effective Date, unless Buyer agrees in writing to the contrary, Seller will sell and supply Equipment to Buyer and Buyer will purchase and take Equipment from Seller upon and subject to Purchase Orders issued by Buyer to Seller. Such Purchase Orders will be in written or electronic form and will identify the Equipment in question, quantities, and any other information which Buyer chooses to stipulate (including items such as Specifications, specific requests and requirements, and any such attachments as Buyer considers necessary or appropriate).

2.4 Upon acceptance by Seller of a Purchase Order the Equipment comprised in that Purchase Order will be sold and supplied (and conclusively deemed to be sold and supplied) by Seller to Buyer under and subject to an Ancillary Agreement. Each and every Ancillary Agreement will comprise

- (a) the terms and conditions of this Agreement for Equipment (except to the extent varied or modified with the prior specific written agreement of Buyer);
- (b) the terms and conditions of the relevant Purchase Order; and
- (c) any other relevant and applicable terms and conditions as may be stipulated or specifically agreed by Buyer in writing.

2.5 No terms or conditions of Seller will have any legal effect or constitute a counter offer capable of acceptance by or on behalf of Buyer (unless specifically agreed in writing by Buyer). By the act of selling and supplying Equipment, Seller shall be conclusively deemed to have accepted and bound by all of the terms and conditions of this Agreement for Equipment.

2.6 Unless specifically agreed by Buyer in writing to the contrary, Seller must accept any and all Purchase Orders in their entirety and will not be entitled to accept part of a Purchase Order only. Purchase Orders supersede any and all previous proposals and

agreements between the Parties, with the exception of this Agreement for Equipment, concerning the Equipment being purchased under the applicable Purchase Order. In the event of a conflict between any prior document or agreement and this Agreement for Equipment, this Agreement for Equipment as modified by its Ancillary Agreement(s) shall prevail.

3. Sale and Supply of Equipment

3.1 Time will be of the essence. Upon receipt of a Purchase Order, Seller will sell and supply Equipment itemized in that Purchase Order.

- (a) within the time specified in that Purchase Order (if any);
- (b) if no time is specified, then in a prompt and timely manner;
- (c) in quantities specified;
- (d) by such mode of delivery or shipment to such destination as may be specified in the Purchase Order;
- (e) properly and securely finished and packed in accordance with the requirements of Section 3.5 and 3.6; and
- (f) in strict compliance with all of the terms and conditions of this Agreement for Equipment and the relevant Ancillary Agreement (unless previously agreed in writing by Buyer to the contrary).

3.2 Buyer will have the right, upon simple written notice delivered to Seller, to cancel any Equipment which are not delivered or received on time or otherwise not in compliance with Section 3.1 and to rescind until the date of delivery or modify any relevant Ancillary Agreement (in whole or in part). Buyer will not be required to make payment for any Equipment supplied in excess of any quantity specified.

3.3 Seller may, upon not less than one (1) year's prior written notice delivered to Buyer, (i) terminate this Agreement for Equipment and/ or (ii) refuse or decline any future Ancillary Agreement.

3.4 Payment by Buyer will not constitute acceptance of Equipment in question and Buyer may still conduct an "Equipment buy-off" prior to shipment including but not limited to inspection, testing and verification of Equipment and to reject Equipment that does not comply with relevant requirements.

3.5 With each delivery or shipment of Equipment, Seller will provide an itemized packing slip showing (i) description of Equipment and quantities (ii) parts numbers (if applicable) (iii) identification and numbering of relevant Purchase Order (iv) Seller's full name and address and (v) any and all other documentation necessary or desirable to effect and complete timely delivery or shipment.

3.6 Seller shall ensure Equipment are properly and securely packed, marked and labelled prior to commencement of delivery or shipment in accordance with applicable industry standards and Buyer's and/or carrier's own requirements. At all times Seller shall ensure that Equipment are delivered in a timely manner, without any loss or damage, in clean good order and condition, and at the lowest possible delivery or shipping cost.

- 3.7 Seller hereby agrees to promptly notify Buyer of any actual or anticipated event or occurrence that has (or may be reasonably expected to have) any material adverse effect on any Equipment or on Seller's ability to sell and supply any Equipment in accordance with the requirements of this Agreement for Equipment and of any relevant Ancillary Agreement (including any labour difficulties, strikes, shortages in materials, plant closings, interruptions in activity and the like). At its own expense, Seller will take such actions as are necessary or desirable to ensure there is an uninterrupted sale and supply of Equipment and use its best endeavors to overcome (or at least to mitigate) the effects of any such event or occurrence.
- 3.8 At all times during the Term, Seller shall ensure it has and maintains adequate stocks on hand of Equipment so as to be in a position to satisfy Buyer's requirements in a timely manner and without undue delay. Seller will ensure it has and maintains adequate stocks of spare and replacement parts for Equipment throughout the Term.
- 3.9 Buyer is under no obligation (express or implied) to purchase from Seller any minimum volumes or quantities of Equipment and Seller assumes all responsibility, financial or otherwise, for any raw materials purchased, work in process prepared or finished goods prepared.

4. Price and Payment

- 4.1 If Buyer stipulates a price it is willing to pay for any Equipment in a Purchase Order, Seller will be deemed to have agreed to sell at such price, if it accepts the Purchase Order and/or delivers the Equipment. No additional charges will be added without Buyer's prior, specific written approval
- 4.2 Seller assumes the risk of any changes in foreign exchange rates and any increases in raw materials costs. Payment by Buyer will be made in the currency (if any) stipulated in a relevant Purchase Order. If no such currency is stipulated Buyer may make payment in the currency of Buyer's location.
- 4.3 Buyer shall pay any and all undisputed amounts due within the shorter of ninety (90) days or the maximum days allowed by applicable law from date of Buyer's Acceptance in terms of Section 9 and receipt of relevant invoice by Buyer. If Buyer disputes all or any portion of an invoice it shall be required to pay only the amount not in dispute, and in such event Buyer shall notify Seller of the amount and nature of the dispute. Payment by Buyer shall not result in a waiver of any of Buyer's rights under this Agreement for Equipment.
- 4.4 Seller agrees that any and all of its accounts with Buyer will be administered on net settlements basis. Buyer may set off and recoup debits and credits (including Buyer's attorney fees and costs of enforcement) against any of Seller's accounts regardless of the basis for any debits and credits and without any requirement to give Seller any notice before doing so, unless prohibited by applicable law. Seller agrees to any set off or recovery of any debits and credits and to this end, agrees to use all endeavors for the enforceability thereof, including, but not limited to, any necessary measures in relation to the banks or any other entities
- 4.5 Prices include any and all taxes except any value-added tax or goods and services tax or any other sales and use taxes which Seller is required by law to collect from Buyer. Any and all such taxes will be separately stated in Seller's invoice and will be paid by Buyer to Seller unless Buyer provides evidence of an exemption to Seller. Seller shall be solely responsible for timely payment of any

and all such taxes to the applicable governmental authority and shall provide Buyer with evidence of due and proper payment. Seller shall pay (without reimbursement by Buyer), any and all such taxes in a timely manner and hold Buyer harmless against, any penalties, surcharge and interest that may be levied or assessed as a result of the failure or delay of Seller to pay any such taxes.

5. Delivery and Shipment; Risk of Loss and Damage and Passing of Title

5.1 Unless otherwise specifically provided for by Buyer in a Purchase Order, the delivery terms for the Equipment shall be DDP (Incoterms 2012).

5.2 Seller will ensure Equipment are delivered to and received by Buyer on or before any delivery date Buyer may specify in the relevant Purchase Order.

5.3 If Equipment to be delivered are subject to any import/export laws Seller shall comply strictly with such laws and be responsible at its own expense for obtaining any requisite licenses or approvals. Seller agrees to comply with any and all applicable export control or sanction laws, including those of the location of any Buyer.

5.4 Any and all taxes and customs duties (if any) to be levied on Seller in accordance with such laws shall be paid by Seller and Seller shall not request Buyer to pay any such taxes and customs duties.

5.5 Credits and any other benefits resulting or arising from Buyer's purchase of any Equipment (including any trade credits, export credits, refund of duties, taxes or fees) will be the entitlement of Buyer unless applicable laws mandate to the contrary.

5.6 Seller shall ensure Buyer receives full and sole title to and ownership of Equipment free and clear of any and all encumbrances and security interests. Title and ownership to Equipment will pass from Seller to Buyer on the date of completion and acceptance (according to Section 9) of delivery to Buyer and Buyer's receipt of Equipment.

6. Site Evaluation and Preparation

6.1 At no cost or expense to Buyer, where the Buyer determines necessary for such Equipment to be able to function or be used by the Buyer, Seller shall furnish Buyer with site preparation studies, which shall include, but not be limited to, power, air conditioning, and operational considerations with respect to the Equipment. Seller's personnel shall coordinate their activities with and avoid interference with Buyer's employees and construction contractors working to prepare the Installation Site for receipt of the Equipment. A pre-installation instruction manual will be provided to Buyer by Seller upon request.

6.2 Buyer shall be responsible for preparing the Installation Site.

7. Installation

7.1 Seller shall install the Equipment at the Installation Site in accordance with the Installation Schedule, and connect the same to the safety switches or electrical outlets to be provided and installed by Buyer (if applicable). Seller shall be responsible for all costs associated with delivery and installation of the Equipment. Time is of the essence to this Agreement for Equipment.

7.2 Seller shall comply with all permits and licenses required by the laws and local authorities in connection with the delivery and installation of the Equipment.

7.3 Seller shall comply with all of Buyer's policies and procedures relating to working at Buyer's location for carrying out Installation work or any other services provided pursuant to this Agreement.

8. Testing and Certification

8.1 Upon completion of installation of the Equipment, Seller shall perform prescribed tests to determine that the Equipment is operating in conformance with the Specifications.

8.2 When Seller is satisfied that the Equipment is operating in conformance with the Specifications, Seller shall produce, document and present to Buyer operational verification data (hereinafter "Equipment Turnover"). In the event the Equipment or any feature or option thereof requires certification under the law, Seller will complete and file all necessary reports regarding Seller's manufacture, assembly, installation or other activity relating to the Equipment.

8.3 Penalty for Delay in Equipment Turnover: If there is a delay in Equipment Turnover, the Buyer shall be entitled to liquidated damages from the date on which Equipment Turnover should have taken place. The liquidated damages shall be payable at a rate of 0.75% of the purchase price per day with a maximum liquidated damages of 20% of Purchase Price. Seller failing to deliver beyond maximum liability above, will entitle Buyer to cancel the order and Seller shall pay additional 10% of the Purchase Price towards all expenses incurred by the Buyer due to Seller's delay.

9. Acceptance

The Buyer is not bound to accept the Equipment unless, in the reasonable opinion of Buyer, the Equipment conforms to the Specifications, and has continuously operated in compliance with the Specifications for thirty (30) days after Equipment Turnover. Seller shall present Buyer with a Certificate of Acceptance immediately prior to the expiration of the 30th day. Acceptance of the Equipment shall occur when Buyer executes and returns to Seller the signed Certificate of Acceptance.

10. Training

Upon the Buyer's request, whether such request is made prior to acceptance of the Equipment or at such other time, Seller shall provide, at no cost or expense to Buyer, training in operation of the Equipment for employees designated by Buyer.

11. Software

Seller shall grant to Buyer a limited, non-exclusive and/or sublicense (hereinafter "License") to use the software needed to operate the Equipment (hereinafter "Software") and in connection with the sale of Equipment.

- (a) **License Fee.** Any charge for the License is included in the purchase price stipulated in the Purchase Order;
- (b) **Updates.** During the agreed period, Seller shall provide to Buyer, without additional charge, any and all routine Software changes and updates intended to provide general improvements to the performance of the Equipment that are announced by Seller or that are required to comply with applicable laws and regulations;
- (c) **Term.** This License shall commence upon delivery of the Equipment to the Buyer and shall continue for as long as Buyer retains full legal right and title to operate the Equipment;

- (d) **Security Patches.** Seller and Buyer agree on the importance of installing up to date third party security patches to help maintain network and computer workstation security. Seller and Buyer will work cooperatively to ensure that all necessary third party operating system security patches are installed and tested as quickly as possible. Buyer may install any/all

third party security patches as they deem necessary. In the event that installation of a particular patch causes a subsequent defect or error in the operation of Seller supplied software, Buyer must contact Seller and Seller will then apply best efforts to install and test patch(es) and correct any defects or errors to Seller's software. Seller will then update Buyer software to allow Buyer to reinstall patch. Any such installation of security patches shall not void any warranty.

- (e) **Failure to Perform.** If the Seller fails to perform any of the aforesaid obligations in this Section, Seller shall provide the source code, design or any other information necessary for the Buyer to perform or have performed Seller's obligations.

12. Equipment Warranty

12.1 The warranty provided to Buyer by Seller with respect to the Equipment shall be twenty-four (24) months commencing from the acceptance of the Equipment (according to Section 9) or as agreed by the Buyer and Seller which shall not be less than the said period ("Warranty Period").

12.2 Seller will repair or replace and install at Buyer's option and Seller's own expense, any defective Equipment or part thereof if the Equipment delivered fail to comply with the requirements in this Agreement for Equipment or Ancillary Agreement or Purchase Order at any time during the Warranty Period.

12.3 The warranty includes spare parts and manpower costs for repairing or replacing and installing Equipment during the Warranty Period. Buyer shall take necessary steps to ensure that the Equipment are used in compliance with the operating instructions and maintenance schedule given by Seller.

13. Intellectual Property Rights

13.1 Seller hereby transfers to Buyer the ownership of the results of the Equipment, including the ownership of any and all Intellectual Property Rights, as defined herein below and know-how in the Equipment. Seller warrants that it, at the time of transfer owns all rights to such result as well as that it is entitled to transfer such rights to the Buyer. All work product developed by Seller under this Agreement for Equipment, including the Equipment itself, designs, technical data, reports, blueprints, drawings, shall be Buyer's property and may be used, disclosed, or transferred by Buyer in any manner it finds appropriate. Any and all work product shall be considered "Work for Hire", Commissioned Work or similar scenario under applicable laws. Seller agrees to cooperate with Buyer to take any and all actions necessary to complete the transfer of ownership and all applicable documentation.

13.2 Seller undertakes to enter into all necessary written agreements with its employees and subcontractors (if applicable) in order to comply with the provisions of this Section 13. Any remuneration linked to invention made by an Employee in connection with the Equipment as a consequence of a contractual or legal obligation shall be fully borne by Seller and is deemed to be included in the remuneration paid by Buyer to Seller.

13.3 Seller further warrants that the Equipment and Software shall be delivered free of any rightful claim of any third party for infringement of any patent, trademark, trade name, service mark, copyright, know-how, trade secret and other intellectual property rights ("Intellectual Property").

13.4 Seller shall indemnify and hold harmless Buyer and its subsidiaries or affiliates under its control, and their officers, employees and agents, against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any claim that Buyer's use or possession of the Equipment or Software pursuant to and for the purposes set forth in this Agreement for Equipment, or the License granted hereunder, infringes or violates any patent, copyright, trade secret, or other proprietary right of any third party.

14. Quality

14.1 Seller must meet and comply with any and all requirements of Buyer concerning the quality of Equipment. Seller will ensure its relevant sub-contractors and third party suppliers (if any) are properly advised of such requirements and meet and comply therewith. Buyer may revise and update its quality requirements and procedures at any time and from time to time during the Term and will advise Seller accordingly.

14.2 Seller will ensure Equipment sold and supplied will comply with any and all applicable legal requirements, product standards and codes of good manufacturing practice.

14.3 Seller shall not make any changes or modification to any Specifications for Equipment without the prior written consent of Buyer.

14.4 At any time and from time to time during the Term Buyer may enter Seller's facility to inspect, test and audit such facility and supplies, materials, procedures and any other relevant items relating to Equipment. Seller shall obtain this same right for Buyer from all of Seller's suppliers that provide any goods or services that are a part of the Equipment.

14.5 Seller shall not release any Equipment for delivery or shipment to Seller that do not comply with any of the foregoing requirements of this Section 14.

15. Representations and Warranties

15.1 Seller represents and warrants to Buyer that

- (a) Seller shall perform all of its obligations under this Agreement for Equipment in full compliance with any and all applicable laws, including the laws of the location where the Equipment are manufactured and Buyer's location, and Seller's Code of Conduct, including VEONEER Standard of Business Conduct and Ethics for Suppliers, available at, <https://www.veoneer.com/en/governance> (which Seller shall automatically be bound by supplying Equipment under this Agreement and which Seller must acknowledge in writing at the request of Buyer). Throughout the Term, Seller will have and hold any and all licenses, permits and similar authorizations required by any applicable governmental authority for Seller to perform its obligations under this Agreement for Equipment, including those related to its facilities and manufacturing practices.
- (b) All Equipment sold and supplied by Seller and delivered or shipped to Buyer under this Agreement for Equipment: (i) shall be not be defective and shall be free of any and all defects in materials, workmanship, design and instructions for use and suitable for the

- purpose and use for which they are intended; (ii) shall not be adulterated or misbranded; (iii) shall not infringe any Intellectual Property right of any third party; and are new and do not contain any used, second hand, or reconditioned parts or components.
- (c) Seller has and maintains appropriate technical and organizational measures and other protections for personal data in compliance with any and all applicable laws.
 - (d) Unless waived in writing by Buyer, Seller shall maintain ISO 14000 and ISO 9000 certification, or their equivalents.
- 15.2 Seller shall free of charge at the option of Buyer and to Buyer's reasonable satisfaction repair or replace any defective or infringing Equipment and any Equipment which otherwise fail to comply with any of the requirements of this Agreement for Equipment or any relevant Ancillary Agreement. This remedy shall be in addition to any and all other remedies Buyer may have under applicable law.
- 15.3 Any express product warranty or guarantee Seller may provide in respect to any Equipment shall be read and construed as being subject to the foregoing provisions of this Section 15. Any such express warranty or guarantee may enhance, but not diminish or limit, the foregoing provisions of this Section.

16. Indemnification and Damages

- 16.1 Seller shall indemnify, defend and hold Buyer and its Affiliates and their respective officers, directors, employees and agents (each a "Buyer Indemnified Party") harmless from and against any and all claims, liabilities, lawsuits, threats of lawsuits or any governmental action, and losses and damage suffered, incurred or sustained (collectively "Losses") by any Buyer Indemnified Party to the extent arising out of or resulting from: (i) Seller's or any Seller's Affiliate's breach of this Agreement for Equipment or any Ancillary Agreement (ii) any actual or alleged injury to or death of any person occurring on the premises of Seller or any Seller Affiliate (iii) Seller's or any of Seller's Affiliate's sale and supply of any defective or non-conforming Equipment; (iv) any negligent or reckless act or omission or misconduct on the part of Seller or any Seller's Affiliate or any of their sub-contractors or agents or its or their respective employees or agents; (v) any claims

made by employees or representatives of Seller or of any Seller's Affiliate or their respective subcontractors or agents and (vi) any claims that any Intellectual Property used by Seller or any Affiliate of Seller in the performance of this Agreement for Equipment or any Ancillary Agreement (except any Intellectual Property provided to Seller by Buyer) infringes any Intellectual Property right of any third party; (vii) responsible to compensate the Buyer for any damages paid to a third party by the Buyer as a result of Seller's delay in shipment or delivery; and (viii) any and all performance of this Agreement for Equipment and any Ancillary Agreement by the Seller and/or its personnel by redressing such Losses.

- 16.2 In addition to the remedies provided for in Section 16.1, Seller agrees that in the event of a breach of the Agreement for Equipment or any Ancillary Agreement by the Seller, as reasonably determined by the Buyer, the Seller shall pay to the Buyer immediately following such determination and a written demand therefor, a cash payment in an amount not to exceed all payments made by the Buyer to Seller during the twelve (12) months immediately preceding the breach as penalties for breach of this Agreement. The Seller acknowledges and agrees that the payment required by this Section is a reasonable forecast of the damages likely to result from such breach.

- 16.3 The provisions of this Section 16 will survive termination or expiration of the Agreement for Equipment.

17. Insurance

Throughout the Term, Seller will have and maintain such types of insurance sufficient to cover its liabilities arising out of or related to the Equipment supplied by the Seller or Seller's performance under this Agreement and in compliance with applicable laws. In any event Seller will have such insurances against such risks as the Buyer may request and require in writing at any time and from time to time during the Term. Buyer's failure to require or demand any evidence of insurance does not constitute a waiver of any requirement for Seller to obtain insurance, nor does it limit Seller's other obligations. Seller shall procure product liability insurance and product recall costs insurance sufficient and adequate for the total business of the Seller and to verify such coverage by submitting a copy of the insurance policies respectively which state the amount of coverage. Buyer has determined that the failure of the Equipment supplied to it by Seller under this Agreement could result in a material malfunction of the products manufactured by VEONEER. Accordingly, Seller's obligation to maintain product liability and product recall program insurance shall be specifically enforceable. Insurances must be with reputable insurance companies acceptable to the Buyer.

18. Term

- 18.1 This Agreement for Equipment shall come into effect on and from the Effective Date and thereafter will continue in full force and effect for an indefinite period of time unless and until terminated under one or more of the ensuing provisions of this Section 18. The period of time during which this Agreement for Equipment is in full force and effect is its Term.

- 18.2 Buyer may terminate this Agreement for Equipment and/or any relevant Ancillary Agreement at any time by giving to the Seller not less than thirty (30) days prior written notice of termination. Seller and Seller's Affiliates acknowledge that the written notice period set forth herein is compatible with the potential costs and investments considered for execution of this Agreement for Equipment and any Ancillary Agreement.

- 18.3 In case Seller's business encounters material deterioration, or it moves away from its property, or it loses commercial credibility, or any other circumstances occur that cause it to be unable to perform its obligations under the Agreement for Equipment, or violates VEONEER Standard of Business Conduct and Ethics for Suppliers, Buyer may immediately terminate the Agreement for Equipment.

- 18.4 The termination or expiration of this Agreement for Equipment and any Ancillary Agreement shall not affect the survival and continuing validity of Section 15 (Representations and Warranties), Section 16 (Indemnification and Damages) Section 17 (Insurance), Confidentiality (Section 19), Section 20 (Notices) and Section 21 (Miscellaneous), or of any other provision which is expressly or by implication intended to continue in force after such termination or expiration.

19. Confidentiality, Trade Secrets and Know-How

Seller will at no time directly or indirectly reproduce, disclose, advertise, publish or otherwise make known (a) the fact that Seller and Buyer have entered into this Agreement, or that Seller has contracted or has furnished Equipment to Buyer, or (b) business or business plans, including (but not limited) to suppliers, customers, prospective customers, Sellers, utilization data, cost and pricing data, software products, programming techniques, data warehouse and methodologies,

know-how, trade secrets, technical and non-technical materials, products, specifications, processes, sales and marketing plans and strategies, designs, Intellectual Property, any information, specification, design, idea, concept, plan, copy, formula, drawing, process, procedure, performance, characteristics or other confidential information which has been or will be disclosed to Seller in connection with the Equipment or their evaluation, study, design, production, testing, installation or performance, or received in performing this Agreement and any discussions and proceedings relating to any of the foregoing (collectively, the "Information"). Seller will not use any of Buyer's Information which is disclosed to or in possession or control of Seller except in performing this Agreement, unless in compliance with written instructions of Buyer. Upon Buyer's request, Seller shall execute a separate confidentiality/ non-disclosure or development agreement, which shall be incorporated into this Agreement by this reference.

20. Notices

Any notice required to be given under this Agreement for Equipment or any Ancillary Agreement shall be in writing and shall be deemed to have been sufficiently given.

- (a) when delivered in person;
- (b) on the seventh (7th) business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or
- (c) on the next business day after sending by overnight courier service; or to the address specified on the Purchase Order for the Buyer and on the invoice for the Seller.

21. Miscellaneous

21.1 Seller shall not issue any press release or other publicity materials, or make any presentation with respect to the existence of this Agreement for Equipment or any Ancillary Agreement or any of the terms and conditions thereof without the prior written consent of Buyer in each instance. Seller shall not publicize or use any name, trademarks or logos of Buyer nor identify Buyer as a customer of Seller without Buyer's prior written consent in each instance.

21.2 The validity, interpretation and performance of this Agreement for Equipment or any Ancillary Agreement shall be governed by and construed in accordance with the laws of the location where the Buyer is located as stated by the express provision of the Addendum, without regard to the principles of conflicts of law.

21.3 The Parties agree that any application of the United Nations Convention On Contracts For The International Sale of Goods is specifically excluded and shall not apply to this Agreement for Equipment nor to any Ancillary Agreement.

21.4 Seller shall not assign any of its rights or delegate or subcontract any of its duties and obligations under this Agreement for Equipment or any Ancillary Agreement without the prior written consent of Buyer, which may be withheld at Buyer's discretion. Any such attempted assignment of rights or delegation or subcontracting of duties without the prior written consent of Buyer shall be void and ineffective. Any such assignment, delegation or subcontracting consented to by Buyer shall not relieve Seller of its responsibilities and liabilities hereunder and Seller shall remain liable to Buyer for the conduct and performance of each permitted assignee, delegate and subcontractor hereunder. Buyer may assign its rights and obligations under this Agreement for Equipment and any Ancillary Agreement to an Affiliate by written notice to Seller to this effect. This Agreement for Equipment shall apply to and inure for the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

- 21.5 If and solely to the extent that any court or tribunal of competent jurisdiction holds any provision of this Agreement for Equipment or any Ancillary Agreement to be unenforceable in a final nonappealable order, such unenforceable provision shall be struck out and the remainder of this Agreement for Equipment or any Ancillary Agreement shall not be affected thereby. In such event, the Parties shall in good faith attempt to replace any unenforceable provision of this Agreement for Equipment or any Ancillary Agreement with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.
- 21.6 A waiver by any Party of any term or condition of this Agreement for Equipment or any Ancillary Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies specified in this Agreement for Equipment and any Ancillary Agreement shall be cumulative and in addition to any other remedies provided at law or in equity.
- 21.7 This Agreement for Equipment or any Ancillary Agreement, together with any attachments and amendments, constitutes the entire agreement of the Parties with respect to its subject matter and merges and supersedes all prior discussions and writings with respect thereto. The Buyer may modify or alter this Agreement for Equipment or any Ancillary Agreement, which shall be binding upon the Parties.
- 21.8 The Parties agree that that this Agreement for Equipment or any Ancillary Agreement, together with any attachments and amendments is a non-exclusive agreement and Buyer and its Affiliates have a right to procure Equipment from other third parties.
- 21.9 This Agreement for Equipment has been prepared and signed in the English language and the English language version of this Agreement for Equipment will prevail over any version in any other language.
- 21.10 This Agreement for Equipment or any Ancillary Agreement, if signed may be signed in any number of counterparts each of which will constitute an original and be of equal force and validity.

22. Dispute Resolution

- 22.1 In the event any dispute, claim or controversy arising under or relating to this Agreement for Equipment or any Ancillary Agreement, including any dispute concerning the existence or enforceability hereof ("Dispute"), the Parties shall attempt in the first instance to resolve such dispute through friendly and good faith consultations.
- 22.2 If the Dispute has not been resolved through friendly and good faith consultations within thirty (30) days after a Party has served written notice on the other Party requesting such consultation (or within such further period as the Parties may agree in writing), then the dispute shall be resolved by competent courts in the location of the Buyer.

-----**END OF DOCUMENT**-----