

ALTEAMS GENERAL TERMS AND CONDITIONS FOR PURCHASE OF PRODUCTS AND/OR SERVICES (2018-2)

1. APPLICATION

1.1 These General Terms and Conditions (Alteams GTCs) of Purchase are an integral part of the Contract, although the Contract shall prevail in case of conflicting terms. In case of any conflicts between different language versions of governing documents, the English language version shall prevail.

1.2 All amendments to the Contract must be agreed in writing. Also, terms or conditions in Supplier's quotations, acceptances, or other communications will not be part of the Contract unless explicitly agreed in writing, and Supplier waives any right to rely on such terms or conditions

2. DEFINITIONS AND INTERPRETATION

2.1 Terms defined in the Supply Contract are used in these Alteams GTCs with the meanings ascribed to them in the Supply Contract. Unless stated otherwise in the Supply Contract, the following terms have the following meanings:

Affiliate: any entity, whether incorporated or not, which presently or in the future, directly or indirectly owns, is owned by, or is under common ownership with a Party, by virtue of a controlling interest of more than 50 % of the voting rights or the capital;

Alteams GTCs: these Alteams General Terms and Conditions for Purchase of Products and/or Services (2018-2);

Contract: a written agreement and/or the Order for the purchase of Products and/or Services by Customer from Supplier, including any other documents submitted by Customer to form part thereof, such as but without limitation to any specifications;

Customer: the party ordering Products and/or Services from Supplier;

Customer Data: any data or information, including data relating to an identified or identifiable natural person, acquired by Supplier in preparation of or during the fulfilment of the Contract, irrespective of whether such data or information relates to Customer, its Affiliates or their respective customers or suppliers;

Delivery: delivery of Products by Supplier in accordance with Clause 10;

Embedded Software: software necessary for operation of Products, and embedded in and delivered as integral part of Products;

Products: the items to be delivered by Supplier in accordance with the Contract and/or all materials, documents, or other items which are the result of Services provided by Supplier under the Contract in any form or media, including but without limitation to data, diagrams, drawings, reports and specifications;

Intellectual Property (Rights): (a) patents, utility models, copyrights, database rights and rights in trademarks, trade names, designs, knowhow, and invention disclosures (whether registered or unregistered); (b) applications, reissues, confirmations, renewals, extensions, divisions or continuations for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

Order: Customer's order issued to Supplier for the purchase of Products and/or Services;

Party: Customer or Supplier;

Services: the services to be provided by Supplier in accordance with the Contract;

Supplier: the party providing the Products and/or Services to Customer;

Variation Order: a change to the Order such as to alter, to amend, to omit, to add to, or otherwise to change the Order or any parts thereof.

2.2 References to clauses are references to clauses of these Alteams GTCs.

2.3 Headings are for convenience only and do not affect the interpretation of these Alteams GTCs.

3. CONFORMING PRODUCTS

3.1 The Products shall be delivered free from defects and from rights of third parties, shall meet the specifications, quality requirements and Customer instructions incorporated in the Contract and any agreed amendment, including Variation Orders, and otherwise shall be fit for the purposes for which such Products and/or Services would ordinarily be used.

3.2 If the Customer has delivered to the Supplier materials for manufacturing and such material has been used in manufacturing faulty Products, the Supplier shall compensate the Customer costs related to such wasted materials. Upon Customer's request in such situations, Supplier shall provide evidence that Supplier has fulfilled its contractual responsibilities.

3.3 Supplier shall carry out all Variation Orders issued by Customer. Any resulting change in the cost, or the time required for, any Products or services, shall be equitably compensated by adjustment of the price or delivery schedule, or both, in writing. Any Supplier claim for such adjustment will be waived unless asserted within ten (10) calendar days from receipt of the Variation Order. Variation Orders requested by Supplier only become effective after written confirmation by Customer.

4. FORECASTS AND CAPACITY

4.1 Supplier commits to reserve sufficient capacity to meet Customer's requirements based on Customer's forecasts. Customer has a right to receive from Supplier, upon request, a written capacity commitment, stating minimum and maximum capacity. Supplier acknowledges and accepts that forecasts are only estimates and do not bind Customer.

4.2 If Supplier is unable to deliver all the Products on time, as set out in the forecasts, or otherwise realises that it may lack sufficient production capacity, Supplier shall inform Customer in writing.

5. SPARE PARTS, AFTER SALES, CHANGE OF PRODUCTION METHODS AND DISCONTINUATION

5.1 Supplier is committed to supply Products covered by the Contract as spare parts for Customer and/or Customer's partners for 10 years from the last delivery or active production for Customer. Supplier shall not charge more for such parts than the price stated in its published price list in effect as of the date of the original Order, or as otherwise agreed in the Contract.

5.2 Should Supplier plan to make changes to any production methods, constructions or materials that might have an effect on the Product or deliveries to Customer, the changes must be agreed in writing with Customer beforehand. The Customer shall then have the changes inspected and accepted by its organization.

5.3 If Supplier discontinues manufacturing any of the Products, Customer must be given written notice at least twelve (12) months in advance, to enable Customer to place an end-of-life order. Such

Products shall be delivered in one or more deliveries in accordance with Customer's instructions. In the event that Supplier ceases manufacture of any Good entirely, Supplier is obligated deliver its manufacturing drawings to Customer.

6. TOOLS, MODELS, EQUIPMENT AND MATERIALS

6.1 Any tools, models, raw materials, supplies or other production tools (hereinafter "Production tools") provided by Customer to Supplier, or purchased by Customer for Supplier's use, or manufactured for the production of the Products at Customer's expense, are the property of Customer. If Supplier, according to the Contract, acquires Production tools in the name of Customer, ownership shall be agreed separately in writing.

6.2 Customer may make an inventory of its Production tools at Supplier's premises any time during regular working hours. The Production tools owned by Customer shall be stored and marked by Supplier so that they can, at any time, be shown to be the property of Customer. Supplier must maintain an annually specified production tool list which records markings on Customer's and Supplier's property.

6.3 Supplier shall store Customer's Production tools with care and prevent any damage or loss, including providing adequate insurance of such. Supplier shall, at its own expense, provide regular maintenance, servicing and storage of all Customer's Production tools used by Supplier, but Supplier shall not be liable for normal wear and tear. Customer shall pay repair or renewal costs for its Production tools caused by reasons unrelated to Supplier. However, such repair or renewal must be agreed upon with Customer in advance.

6.4 Supplier may not, without Customer's consent, use the Production tools owned by Customer for purposes other than manufacturing Products for Customer. The Production tools owned by Customer or related information may not be handed over to third parties.

6.5 Customer has the right to immediate return of all Customer's Production tools in the event of termination of the Contract, or force majeure or if Supplier stops manufacturing or supporting the Products and related parts, or if Supplier's inability to deliver has any reasonable impact on Customer's ability to produce or deliver.

7. RELATIONSHIP OF PARTIES

7.1 The Parties are independent parties dealing at arm's length and nothing in the Contract may be construed to constitute Supplier as an agent or employee of Customer or as having any kind of partnership with Customer. Supplier must not represent itself as or act on behalf of Customer.

7.2 The Contract does not imply any employment relationship between Customer and Supplier's employees assigned to the execution of the Contract. Customer remains free of any responsibility or liability for labour, social security or taxes with respect to Supplier and Supplier's employees.

8. PRODUCTS DOCUMENTATION

8.1 Supplier shall submit all relevant certificates on material, device and/or service and other possible safety-, production-, inspection-, testing- and quality assurance documents, as well as "material safety data sheets", related to the delivery to Customer prior to the delivery.

8.2 Supplier must have, and provide to Customer upon request, official documentation including, but not limited to, technical documentation, product data sheets, drawings, manuals, application recommendations, test specifications, tool documentation, assembly instructions, quality system descriptions, etc. for each individual part or process subject to the Contract.

8.3 Each Party shall disclose to the other all information relevant to the manufacturing of the Products. The Parties may agree upon a

pricing model and, if necessary, upon disclosure by Supplier to Customer of open cost calculations for the Products. Customer may, free of charge, use this information in its normal course of business, taking into account confidentiality obligations.

8.4 If Customer orders material for delivery to Supplier, Supplier shall deliver the documents giving evidence of their arrival to Customer without delay and free of charge, noting the date when the materials arrived, and in case of visible defect caused by the transportation, Supplier shall also note said defect on the transportation documents. Supplier understands that the timely delivery of the documents to Customer is essential.

8.5 Supplier shall complete agreed incoming inspection for arriving products, components or other materials.

8.6 Supplier shall prepare inspection records for the Products and obtain Customer's approval for them if mutually agreed.

9. PRICE AND INVOICING

9.1 The purchase prices are stated in the Contract and any modification requires written agreement. Prices include proper packaging and all taxes, except VAT or sales tax as applicable. Prices shall be negotiated annually, except in cases where, due to the pricing model, adjustments may be agreed quarterly due to changes in prices of raw materials and/or exchange rates.

9.2 Customer will only reimburse expenses identified in an Order, and only at cost. No other expenses shall be chargeable to Customer, as prices include such charges.

9.3 New products ordered shall be subject to the Contract, including its pricing principles, unless otherwise agreed. Prices for new products shall be agreed in writing and added to the Contract as frequently as convenient.

9.4 During negotiations, prices will remain valid and Supplier will reserve sufficient capacity for Customer unless otherwise agreed.

9.5 The Parties shall cooperate to find solutions and methods which enable savings and decrease of the cost level. At Customer's request, Supplier will provide a reasonable break-down of Supplier's material purchasing prices and costs, as per Supplier Pricing/ Cost Model as mutually agreed.

9.6 Unless otherwise stated in a Contract, payment shall be made to Supplier within ninety (90) days net, plus bank transfer days, of receipt of a correct, complete invoice, all documentation and proper full delivery. Invoices shall not be dated earlier than the delivery date specified on Customer's Order. Hourly-charge services require Customer's written confirmation of Supplier's time sheets. Supplier shall submit time sheets as instructed by Customer but not later than together with any related invoice. Confirmation of time sheets is not acknowledgement of any claims. Customer is not obliged to pay invoices based on time sheets not confirmed by Customer in writing.

9.7 The billing address for all invoices is specified in the Contract. All invoices must be in an auditable form, comply with law, generally-accepted accounting principles and Customer-specific requirements, and contain at least: Supplier name, address, reference person and contact details; invoice date; invoice number; Order number; address of Customer; quantity; specification of Products and/or Services; price (total amount invoiced); currency; tax or VAT amount; tax or VAT number; Authorized Economic Operator and/or Approved Exporter Authorization number and/or other customs identification number, if applicable; and payment terms as agreed.

9.8 If Customer fails to pay the invoice when due, Supplier shall be entitled to interest of 5% annually on the unpaid amount, subject to Customer's right of set-off.

10. DELIVERY, PERFORMANCE AND INSPECTION

10.1 Orders shall be deemed accepted by Supplier upon Supplier's written confirmation or 5 days from the date of Customer's Order.

10.2 Supplier shall provide no later than the date of each delivery the following minimum information: number of packages and contents, the customs tariff numbers of the country of consignment, and the countries of origin for all Products. For controlled Products, the relevant national export control numbers must be indicated and, if the Products and/or Services are subject to U.S. export regulations, the U.S. Export Control Classification Numbers (ECCN) or classification numbers of the International Traffic in Arms Regulations (ITAR) must be specified. Proofs of preferential origin as well as conformity declarations and marks of the country of consignment or destination are to be submitted without being requested; certificates of origin upon request. Supplier shall state the Order number on all invoices (in particular but not limited to commercial, pro forma or customs invoices).

10.3 Upon Delivery, Supplier (or its appointed carrier) shall provide Customer a delivery note and any other required export/import documents not mentioned in Clause 8 (above). If Customer has approved partial delivery, such delivery note shall also include the outstanding balance.

10.4 Ownership passes to Customer at Delivery. Ownership of such Embedded Software in the Products, if any, will not pass to Customer, but Supplier shall grant or procure that any third-party owner grants, Customer and all users a worldwide, irrevocable, perpetual, transferable, non-exclusive, royalty-free right to use the Embedded Software as an integral part of such Products and/or for servicing either of them.

10.5 Supplier shall ensure that the Products are packed and marked according to Customer's written instructions, or in their absence, according to industry standards and adequately to preserve and protect the Products.

10.6 Unless agreed otherwise in the Contract, Products shall be delivered in accordance with INCOTERMS 2010 DDP, and services provided, to the place defined in the Contract or, if not defined, to Customer's place of business.

10.7 Product delivery times are specified in the Contract, shall be counted in working days and shall start on the date of Customer's written Order.

10.8 The Products shall be delivered, and Services provided, during Customer's business hours unless Customer requests otherwise.

10.9 The Supplier shall, if so requested by the Customer, employ the fastest possible mode of transportation for the delayed delivery. In such cases, the applicable terms of delivery are DDP Customer's site or other place which is mutually agreed in writing, INCOTERMS 2010 DDP. Delayed deliveries are at the Supplier's expense, except when the delay is due to Customer rescheduling an order or delivery. In the event of any delay not caused by Customer, the Supplier shall promptly, when the delay is identified or upon Customer inquiry, take such actions as are satisfactory to the Customer to enable the delivery. Actions should include, but not be limited to, night work, over time, weekend work, work on religious holidays, airfreight, taxi transportation, and postponement of vacations.

10.10 Supplier must not suspend or delay the Delivery of any Products or the provision of any Services.

10.11 Supplier shall inspect and confirm to Customer that the Products are in accordance with the specifications as set out in the Contract and shall document the inspection to the extent agreed between the Parties. Customer shall not be required to make any inspection of the delivered Products. Supplier waives any rights it may have as a consequence of Customer's omission to inspect.

10.12 Delivery of Products or provision of Services is not acceptance of such Products or Services by Customer. Customer shall have reasonable time to inspect or test the Products, if Customer chooses to make such inspection, and/or Services and to report any defects to Supplier. Customer choosing to inspect the Products will not relieve Supplier of its obligation to inspect the Products as stated in these GTCs or elsewhere in the Contract. If a defect was not reasonably detectable during the inspection, Customer shall have reasonable time to provide notice after the defect has become apparent and/or to reject the Products/Services.

10.13 The Parties may agree on a certain acceptance procedure, in which case acceptance will be subject to Customer's written acceptance statement. Supplier shall inform Customer in writing reasonably in advance when the Products and/or Services are ready for acceptance.

11. DELAY AND CANCELATION

11.1 If the Delivery of Products or the provision of Services are not delivered on the agreed date(s), Customer may:

11.1.1 terminate the Contract in whole or in part;

11.1.2 refuse any subsequent delivery of the Products or provision of the Services;

11.1.3 recover from Supplier any expenses reasonably incurred by Customer in obtaining the Products and/or Services in substitution from another supplier;

11.1.4 claim damages for any cost, loss, and expenses incurred by Customer which are attributable to Supplier's delay; and

11.1.5 claim liquidated damages in the amount of zero point five percent (0.5%) for each day of delay, up to twenty percent (20%) of the value of the relevant Order.

11.2 Customer may reschedule or cancel orders and deliveries not already in transportation at its sole discretion. Supplier's obligation to deliver such Orders shall immediately cease. Supplier shall use every possible effort to minimize resulting costs including, but not limited to, efforts to use the parts and materials in Supplier's other businesses and, if possible, to sell the parts or materials elsewhere.

11.3 Following cancellation, Customer shall pay the unpaid balance due for the delivery already supplied. Supplier shall deliver the part of the delivery that has been paid for by Customer. Customer shall also pay any direct costs incurred by Supplier after all efforts to minimize costs.

11.4 Customer shall not be liable for any indirect cost or damages relating to rescheduling or cancellation. Customer shall have no liability whatsoever for order rescheduling or cancellation other than as set out in this clause or in the Contract.

12. WARRANTY

12.1 Supplier warrants that the Products and/or Services comply with the Contract, including, without limitation, the terms of these Alteams GTCs.

12.2 Supplier warrants that the Products are new and unused at Delivery, free from claims of third parties, and remain free from defects during the warranty period.

12.3 Unless otherwise agreed, the warranty period is thirty-six (36) months from Delivery.

12.4 If Supplier becomes aware of any defect, Supplier shall immediately notify Customer in writing, providing relevant details or then Customer shall have a right to claim any damages resulting from such failure to provide immediate notice of a defect.

12.5 In case of a breach of warranty, the entire warranty period shall be restarted from the date the cure is completed to Customer's satisfaction.

12.6 The rights and remedies available to Customer under the Contract are cumulative and do not exclude any rights or remedies available at law or in equity.

13. LIABILITY AND INDEMNITY

13.1 Without prejudice to mandatory law, Supplier shall, without limitation, indemnify and hold Customer harmless for all liabilities, damages, cost, losses or expenses as a result of Supplier's breach of the Contract. Supplier shall, without limitation, indemnify and hold Customer harmless in any third-party claim against Customer connected with the Products and/or Services including, without limitation, claims of personal injury, property damage and infringement of Intellectual Property Rights. Upon Customer's request, Supplier shall defend Customer against any third-party claims.

13.2 Supplier is responsible for the control and management of all its employees, suppliers and/or subcontractors, and is responsible for their acts or omissions as if they were the acts or omissions of Supplier.

13.3 Notwithstanding anything to the contrary in the Contract, Supplier shall, without any limitations, indemnify and hold harmless Customer for all liabilities, damages, cost or expenses incurred as a result of any violation by Supplier of its compliance or integrity obligations (set forth in Clause 14 below) and termination of the Contract, or arising from export restrictions concealed by Supplier.

13.4 The Supplier is expected to prepare a Business Continuity Plan for the sake of continuity of its actions and delivery reliability in all circumstances. This shall include, e.g. an alternative action plan in respect of all critical resources, i.e. key personnel and machinery.

13.5 Supplier will insure its business and properties at all times, with insurers having a S&P rating of at least "A", against such risks, and in such amounts and with such limits and deductibles for which insurance is usually made by other businesses engaged in similar business activities, which shall include at least liability, property damage and employer's liability. In any case, all Supplier's insurance required by this clause shall comply with the minimum requirements detailed in the Contract, if any. For the avoidance of doubt, all risks of unexpected or sudden loss or damage to goods and equipment owned by Customer that are stored by or in the possession of Supplier, or which are present in areas where Supplier's employees perform their work under the Contract, will be duly insured at replacement cost by Supplier in favour of Customer. All insurance policies must include a waiver of subrogation against Customer. Supplier shall be responsible for the payment of any deductible applicable under the insurance policies indicated in this section. Maintaining the required insurance will not, however, relieve Supplier from any liability, nor limit Supplier's liability, towards Customer. Supplier will provide Customer, upon Customer's request with certificates of insurance, confirming that Supplier is compliant with its obligations under this section.

13.6 Customer reserves the right to set off any claims under a Contract against any amounts owed to Supplier.

14. COMPLIANCE AND INTEGRITY

14.1 Supplier shall deliver the Products and provide the Services in compliance with all applicable laws and regulations, including Machine Directive 2006/42/EC and related EN standards, when applicable, and all applicable codes of practice.

14.2 ISO 14001 or an equivalent system for environmental management is recommended. Regardless of whether Supplier is ISO 14001 certified, Supplier must implement an environmental policy

and ensure that all operations and processes comply with relevant standards, legislation and international conventions.

14.3 Customer shall not be liable for any occupational accidents or disease occurring to Supplier's employees and/or its subcontractors, even if in relation to the Products and/or Services.

14.4 Customer shall not be liable for any claims and/or lawsuits filed by Supplier's employees and/or subcontractors, and Supplier shall, without limitations, defend, indemnify and hold Customer harmless from and against any claim, proceeding, action, fine, loss, cost, damages and expenses arising out of or relating to any such claims and/or lawsuits, and any noncompliance with legislation, regulations, codes of practice, guidance and other requirements of any relevant government or governmental agency applicable to Supplier, its employees or subcontractors. Supplier agrees to appear in court at its own cost if requested by Customer, acknowledging its status as sole and exclusive employer, and to provide Customer with all requested documentation and information to ensure proper legal defence of Customer in court. The preceding sentence does not apply if the liability or damage was caused by Customer's gross negligence or intentional act.

14.5 Supplier and its subcontractors must comply with the Alteams Lists of Prohibited and Restricted Substances and with the reporting and other requirements regarding Conflict Materials made available under www.alteams.com or otherwise and shall provide Customer with documents, certificates and statements as requested. Any direct or indirect statement made by Supplier to Customer with regard to materials used for or in connection with the Products and/or Services will be deemed to be a representation under the Contract.

14.6 Supplier represents and warrants that it is and will remain fully compliant with all applicable trade and customs laws, regulations, instructions, and policies, including, but not limited to, satisfying all necessary clearance requirements, proofs of origin, export and import licenses and exemptions from, and making all proper filings with appropriate governmental bodies and/or disclosures relating to the provision of services, the release or transfer of products, hardware, software and technology.

14.7 No material or equipment included in or used for the Products and/or Services may originate from any company or country listed in any relevant embargo issued by the authority in the country where the Products and/or Services will be used or an authority otherwise having influence over the equipment and material forming part of the Products and/or Services. If any of the Products and/or Services are or will be subject to export restrictions, it is Supplier's responsibility to promptly inform Customer in writing of the particulars of such restrictions.

14.8 Both Parties warrant that each will not, directly or indirectly, and that each has no knowledge that other persons will, directly or indirectly make any payment, gift or other commitment to customers, government officials or agents, directors or employees of each Party, or any other party in a manner contrary to applicable laws (including but not limited to the U. S. Foreign Corrupt Practices Act, the UK Bribery Act 2010 and, where applicable, legislation enacted by member states and signatories implementing the OECD Convention Combating Bribery of Foreign Officials), and each shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption. Nothing in the Contract will require either Party or any of its Affiliates to reimburse the other for any such consideration given or promised.

14.9 Supplier acknowledges and confirms that Supplier has received a copy of the Alteams Supplier Code of Conduct or has been provided information on how to access the Alteams Supplier Code of Conduct online at www.alteams.com. Supplier agrees to perform its contractual obligations in accordance with the Alteams Supplier Code of Conduct.

14.10 Supplier shall, on reasonable prior notice by Customer, provide complete access to Supplier facilities and those of its subcontractors

so that Customer or its designated representatives may inspect such facilities, manufacturing processes, and materials for purposes related to Supplier's warranty obligations, quality control of the Products, and the Alteams Supplier Code of Conduct. Customer requires that all Suppliers be certified ISO 9001 and 14001 or act in accordance therewith.

15. INTELLECTUAL PROPERTY

15.1 Subject to Clause 15.2 (below), Supplier hereby grants Customer, or undertakes to procure that Customer is granted, a worldwide, irrevocable, transferable, non-exclusive, royalty-free license to use the Intellectual Property Rights in the Products, including Embedded Software, if any.

15.2 Supplier herewith assigns to Customer full ownership rights in any Intellectual Property in Products resulting from the Services. Supplier further agrees, upon Customer's request and at its cost, to take all further steps necessary to perfect Customer's ownership to the Intellectual Property. Supplier further agrees to provide all information that may be necessary when applying for patents or other intellectual property protection for the above-mentioned inventions and to cooperate with Customer in making such application. If any patents or protection of designs will apply, relating to the Contract, Customer alone shall be the applicant. With written permission of Customer, Supplier has the right to use these patents and protection of designs.

15.3 Intellectual Property Rights in any Products created prior or outside a Contract (Pre-Existing IPR) will remain vested in Supplier, Customer or the third-party owner, as applicable. To the extent that Pre-Existing IPR are embedded in any Products resulting from the Services, Supplier grants, or undertakes to procure that the third-party owner grants, Customer and its Affiliates a worldwide, irrevocable, transferable, non-exclusive, royalty-free license to use the Pre-Existing IPR as part of such Products, including the right to improve, develop, market, distribute, sublicense or otherwise use such Pre-Existing IPR.

15.4 Supplier shall not use Customer's intellectual property rights to manufacture, sell or otherwise distribute products or spare parts containing or based on Customer's intellectual property rights without Customer's written permission. In addition, Supplier shall not use Customer's confidential information in order to manufacture, sell, deliver or otherwise distribute products which either contain or are based on Customer's confidential information such as, but not limited to, Customer's drawings, assembly instructions, models, moulds or specifications. Supplier shall have the right to sell its own products which do not contain any Customer's intellectual property rights or confidential information without any restrictions; provided, however, that Supplier shall not directly or indirectly engage in sales of any products or services to customers of Customer that Supplier has learned about from Customer, for the term of the Contract and for a period of one (1) year following termination or expiration of the Contract, without the express written permission of Customer.

15.5 Supplier must specify in writing and prior to Delivery all open source software contained in or used by Embedded Software, if any, and request Customer's written approval. Supplier agrees to replace at its own cost any open source software components rejected by Customer with software of at least the same quality and functionality.

15.6 If any claim is made against Customer that Supplier's Products and/or Services infringe a third party's Intellectual Property Rights, Supplier shall at its cost, but at Customer's discretion (i) procure for Customer and Customer's clients, as the case may be, the right to continue using the Products and/or Services; (ii) modify the Products and/or Services so they cease to be infringing; or (iii) replace the Products and/or Services by non-infringing equivalents. Otherwise, Customer is entitled to terminate the Contract, to reclaim all sums which it has paid to Supplier thereunder, and to claim damages incurred.

16. CONFIDENTIALITY, DATA SECURITY, DATA PROTECTION

16.1 Supplier shall keep in strict confidence all Customer Data and any other information concerning Customer's or its Affiliates' business, their products and/or their technologies (whether received before or after acceptance of the Contract). Supplier shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors or other third parties (Permitted Additional Recipients) as need to know the same for the purpose of providing the Products and/or Services to Customer. Supplier shall ensure that such employees, agents, subcontractors or other third parties are subject to and comply with the same obligations of confidentiality as applicable to Supplier or, where applicable, are required to comply with codes of professional conduct ensuring confidentiality of such information and will be liable for any unauthorized disclosures.

16.2 Supplier shall apply appropriate safeguards, adequate to the type of Customer Data to be protected, including but not limited to adequate antivirus and operating system security patches, against unauthorised access or disclosure of Customer Data and protect such Customer Data in accordance with the generally accepted standards of protection in the related industry, or in the same manner and to the same degree that it protects its own confidential and proprietary information – whichever standard is higher. Supplier shall inform Customer without delay about suspicion of breaches of data security or other serious incidents or irregularities regarding any Customer Data.

16.3 Supplier must not (i) use Customer Data for any purposes other than providing the Products and/or Services, or (ii) reproduce Customer Data in whole or in part in any form except as may be required by the respective contractual documents, (iii) disclose Customer Data to any third party, except to Permitted Additional Recipients or with the prior written consent of Customer, or (iv) use Customer Data for the benefit of a third party.

16.4 Supplier agrees that Customer is allowed to provide any information received from Supplier to any Affiliate of Customer. Supplier shall obtain in advance all necessary approval or consent for Customer to provide such information to Customer's Affiliates if such information is confidential for any reason or subject to applicable data protection or privacy laws and regulations.

17. BREACH AND TERMINATION

17.1 Either Party may elect to terminate the Contract immediately upon written notice to the breaching Party in the event of the occurrence of any of the following:

17.1.1 breach of intellectual property rights or confidentiality obligations;

17.1.2 failure to cure any breach within the agreed time period;

17.1.3 the other Party is incapable of meeting the agreed schedules and prices for different stages of the project;

17.1.4 the other Party is incapable of paying its debts, is the subject of compulsory or voluntary bankruptcy proceedings, has had a treasurer or executor appointed for it by a court of law, or has had to take any corresponding measures that the other Party deems to mean that it is not capable of fulfilling its obligations.

17.2 Additionally, Customer shall be entitled to terminate the Contract with immediate effect and without prejudice to any further rights or remedies available thereunder or at law, when:

17.2.1 Customer has become entitled to maximum liquidated damages according to Clause 11 due to delay of one single delivery; and/or

17.2.2 Supplier has made any change to any production methods, constructions or materials that might have an effect on the Product or

deliveries to Customer, without obtaining Customer's prior, written approval of the changes.

17.2.3 Supplier is unable to maintain the quality standards required, including the Code of Conduct;

17.2.4 Supplier has breached and of its compliance or integrity obligations as set out in Clause 14 above, or has refused to allow inspection of its facilities for the purpose of confirming its compliance with those obligations; and/or

17.2.5 there is a change of control of Supplier.

17.3 In case of any breach of warranty, not remedied within forty-eight (48) hours from Customer's notification, or later if agreed in writing, Customer is entitled to enforce any or more of the following remedies at its discretion and at Supplier's expense:

17.3.1 give Supplier another opportunity to carry out any additional work necessary to ensure that the Contract is fulfilled, and/or to cause prompt repair or replacement of the defective Products and/or Services;

17.3.2 carry out (or to instruct a third party to carry out) any additional work necessary to make the Products and/or Services comply with the Contract at the expense of Supplier;

17.3.3 refuse any further Products and/or Services;

17.3.4 claim such damages as may have been sustained by Customer as a result of Supplier's breach of the Contract;

17.3.5 terminate the Contract; in such event Customer has no obligation to compensate Supplier, and, at Customer's option, Supplier shall pay back to Customer any remuneration received from Customer for the Products and/or Services and take back the Products at Supplier's own cost and risk.

17.4 Either Party may terminate the Contract for convenience in whole or in part on 6 months written notice.

17.4.1 In the event the Contract is terminated for Customer's convenience, Customer shall pay to Supplier the value of the delivered but unpaid Products and/or Services and proven direct costs reasonably incurred by Supplier for the undelivered Products and/or Services, however, in no event more than the price for the Products and/or Services agreed under the Contract. No further compensation will be due to Supplier.

17.5 Upon termination for any reason, Supplier shall immediately and at Supplier's expense return to Customer all respective Customer property (including any Customer Data, documentation, and transfer of Intellectual Property) then under Supplier's control and provide Customer with all documentation relating to the Products and/or Services.

18. FORCE MAJEURE

18.1 Neither Party will be liable for any delay or failure to perform its obligations under the Contract if the delay or failure results from an event of Force Majeure. Force Majeure means an event that was not foreseeable by the affected Party at the time of execution of the Contract, is unavoidable and outside the reasonable control of the affected Party, provided that it cannot overcome such event despite all reasonable efforts, and that it provides notice to the other Party within five (5) calendar days from occurrence of the Force Majeure event.

18.2 If a Force Majeure event exceeds fourteen (14) calendar days, either Party may terminate the Contract immediately by written notice, without liability. Each Party shall use reasonable efforts to minimise the effects of the Force Majeure event.

19. WAIVERS

19.1 Failure to enforce or exercise any term of the Contract does not constitute a waiver of such term and does not affect the right later to enforce such or any other term contained in the Contract.

20. ASSIGNMENT AND SUBCONTRACTING

20.1 Supplier shall not assign, transfer, encumber or subcontract the Contract, or any part of it (including any monetary receivables from Customer) without prior written approval of Customer.

20.2 Customer may assign, transfer, or deal in any other manner with the Contract or parts of it with respect to Affiliates of Customer or Customer's successors in interest.

21. NOTICES

21.1 Any notice must be given duly signed by registered mail, courier, or by e-mail to the address of the relevant Party as stated in the Contract or to such other address as a Party may have notified in writing. Notice by email requires written confirmation by the receiving Party. Supplier's reply, correspondence, information or documentation related to the Contract must be provided in the language used in the Contract.

22. GOVERNING LAW AND DISPUTE RESOLUTION

22.1 The Contract is governed by the laws of Finland, excluding its conflict of law rules and the United Nations Convention on International Sale of Products.

22.2 All disputes arising out of or in connection with the present Alteams GTCs or the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English, unless the Parties otherwise agree.

23. SEVERABILITY

23.1 The invalidity or unenforceability of any term of the Contract will not adversely affect the validity or enforceability of the remaining terms. The Contract will be given effect as if the invalid or unenforceable term had been replaced by a term with a similar economic effect.

24. SURVIVAL

24.1 Provisions of the Contract which either are expressed to survive its termination or from their nature or context it is contemplated that they are to survive such termination will remain in full force and effect notwithstanding such termination.

24.2 The obligations set forth in Clauses 12 (Warranty), 13 (Liability and Indemnity), 15 (Intellectual Property), 16 (Confidentiality, Data Security, Data Protection), and 22 (Governing Law and Dispute Resolution) exist for an indefinite period of time and survive expiration or termination of the Contract for any reason.