

## General Terms of Sale

### Section 1 - General

1.1 All products and services supplied by BTG Instruments AB with registered offices in Sweden (hereinafter referred to as BTG or as the "Seller") shall be subject to these General Terms of Sale and to any separate agreements entered into by the Seller and the purchaser (the "Purchaser"). No additional or differing terms or conditions of, or referred to by, the Purchaser shall become part of the contractual relationship between the parties unless explicitly agreed to in writing by the Seller. For the avoidance of doubt, neither the Seller's confirmation of an order, nor the Seller's failure to object to any terms or conditions, shall constitute such explicit agreement.

1.2 If there is no separate agreement to the contrary, a contract for purchase of products and/or services ("Contract") shall be concluded when the Seller issues its written confirmation of an order placed by the Purchaser. Written form shall also include confirmations sent in text form by datatransfer (e.g. e-mail), electronic signature via signature programs (e.g., DocuSign or AdobeSign).

1.3 Unless otherwise specified in the following, the latest version of Incoterms shall apply to terms and conditions on transportation and delivery of products agreed by the parties.

1.4 All illustrations, drawings and other information relating to products and services, and to the delivery thereof, are made by way of general description, are approximate only and shall not constitute warranted characteristics or guarantees, unless expressly designated as binding by the Seller. For the avoidance of doubt, any information that is not expressly designated as binding shall not form part of any Contract.

1.5 The Seller retains full ownership of, and all intellectual property rights to, all samples, cost estimates, drawings and similar items, and to any information relating to products and services embodied in a tangible or intangible manner, including in electronic form. Such items and information shall be used only for the purpose of fulfilling the Purchaser's obligations in relation to the Seller and shall not be edited, reproduced, or made available to any third party without the prior written consent of the Seller. The Seller shall make documents designated as confidential by the Purchaser available to a third party only with the Purchaser's consent.

### Section 2 - Prices and payment

2.1 Unless otherwise agreed, prices shall not be deemed to be fixed prices. For products and services ordered by the Purchaser, which are not covered by the original order, the Seller is entitled to additional remuneration. Unless otherwise agreed, prices shall be Ex works the Seller's premises but shall not include insurance, packaging, loading, unloading, transport, export or import charges, duties, and all other auxiliary costs. Such costs shall be paid by the Purchaser and may, at the Seller's discretion, be added to the prices or charged separately. Value-added tax shall be added to the prices at the applicable statutory rate.

2.2 The Seller shall be entitled to request adjustment of the agreed price if changes have occurred with regard to (i) wage costs by law, regulation, collective agreement, or company agreement, or (ii) other cost factors relevant for the supply of an product or a service (e.g., procurement costs of materials, changes in the national or world market prices for raw materials, or changes in exchange rates) (collectively referred to as "Production Costs") since the Contract was concluded. The adjustment shall be made to the extent that the Production Costs at the time of the Seller's performance differ from the Production Costs at the time of the conclusion of the Contract. No price adjustment shall be made for periods during which the Seller is in default due to circumstances attributable to the Seller.

2.3 Costs for travel and daily and overnight allowances are charged separately. Travel time is considered as working hours.

2.4 Each shipment of products shall be a separate transaction, and the Purchaser will be invoiced on delivery. The Seller shall be entitled to invoice the Purchaser, in respect of Services, monthly in advance.

2.5 Unless otherwise specified in the Seller's confirmation of order, payments shall be due net (without deduction) within 30 days of the invoice date. The statutory provisions regarding the consequences of default in payment laid down in the Swedish Interest Act (1975:635) shall apply.

2.6 The Purchaser shall not deduct, withhold or offset any claims from or against payments due unless the claims have been ruled on finally by a competent court or arbitral tribunal or been confirmed to be undisputed by the Seller in writing.

### Section 3 – Cooperation obligations of the Purchaser

3.1 The Purchaser shall perform all its obligations of cooperation in such a timely manner that the Seller can deliver or otherwise perform in due time.

3.2 Unless otherwise agreed, the Purchaser shall be responsible for obtaining all necessary permits, certificates, approvals, authorizations, licenses, etc. at its own expense.

3.3 To the extent requested by the Seller, the Purchaser shall make available to the Seller, free of charge and for the time of performance, lockable, closed rooms not accessible to third parties for the stay of the Seller's employees and for the storage of tools and materials.

3.4 The Purchaser shall ensure that all necessary health and safety precautions are in place at the premises where the services are to be performed. The Purchaser shall maintain the premises in a condition that is safe for the performance of the services and compliant with all applicable laws, regulations, and standards relating to health and safety. The Purchaser shall promptly inform the Seller of any health and safety hazards that may exist or arise at the premises and cooperate fully with the Seller's efforts to

prevent or mitigate any such hazards. The Seller is entitled to refuse to perform the services if the safety conditions are not met.

### Section 4 – Delivery period, delay in delivery, force majeure

4.1 The delivery period shall be as agreed between the parties in each Contract. For the delivery period to commence, all commercial and technical questions must be clarified, and the Purchaser must have fulfilled all its obligations (e.g., obtaining any necessary permits, certificates, approvals, etc. and making of a down-payment as agreed). If these conditions are not fulfilled, the delivery period shall be extended accordingly. This shall, however, not apply if the Seller is responsible for the delay.

4.2 The Seller shall deliver or arrange for delivery of products Ex Works (Incoterms 2020) the Seller's premises or other delivery point agreed by the parties. Any dates quoted by the Supplier for delivery of Products are approximate only and the Supplier shall not be liable for any delay in delivery of Products howsoever caused and time for delivery is not of the essence.

4.3 The Seller shall provide the Purchaser with a notification when a product or a service is ready for loading or, if the parties have agreed that the Purchaser's acceptance of a product or a service is required, for acceptance. The delivery period shall be deemed to have been observed if the Seller provides such notification within the time specified in the Contract. The date on which such notification was provided shall be considered the delivery date. However, if the parties have agreed that the Purchaser's acceptance is required and such acceptance is provided within the acceptance deadline specified in the Contract, the date when the acceptance was provided shall be considered the delivery date. Thus, if acceptance is not provided within the acceptance deadline and the Purchaser is not justifiably refusing acceptance, the date on which the notification of readiness for acceptance was provided shall be considered the delivery date.

4.4 If the notification of readiness for loading or acceptance, or the Purchaser's acceptance of a product or a service, is delayed for reasons for which the Purchaser is responsible, or if the Purchaser violates any of its obligations of cooperation, the Seller shall be entitled to compensation for any losses it may incur as a result thereof. Without prejudice to any further claims, the Seller may dispose of the product after it has set a reasonable period of grace and this has expired without remedy, in particular store the product(s) at the risk and expense of the Purchaser and/or supply the Purchaser within a reasonably extended period of time.

4.5 If the Seller fails to perform in accordance with the Contract or if the Seller's performance under the Contract is rendered uneconomic by reason of an event of force majeure (e.g., natural disaster, epidemic, pandemic, war, armed conflict, civil war, revolution, terrorism, sabotage, cyberattack, nuclear/reactor accident, embargo/sanction or similar restriction, labour dispute, shortage of raw materials, materials, components or means of transport, or any other event that is outside the Seller's control), the Seller shall be discharged from its performance obligations for the duration of the event and the delivery period shall be extended accordingly. Effects and/or restrictions arising from or in connection with an event of force majeure (e.g. travel restrictions, border closures, transport restrictions or delays, plant closure, etc.) that make it impossible or unreasonably difficult or expensive to perform within the delivery period shall be deemed to be a force majeure event within the meaning of this Section 4.5. The Seller shall inform the Purchaser of when such an event starts and ends within a reasonable time after becoming aware of it. If the force majeure event lasts for more than six (6) months, the Seller shall be entitled to terminate the Contract with immediate effect. The Purchaser shall not be entitled to make any claims against the Seller based on a delay or any other failure to perform in accordance with the Contract that is caused, directly or indirectly, by a force majeure event within the meaning of this Section 4.5.

4.6 If the Seller is in delay, and this is not caused by a force majeure event within the meaning of Section 4.5, the Purchaser shall be entitled to a lump-sum compensation for losses caused by the delay. This compensation shall be 0.5% of the value of the part of the overall delivery that cannot be used on time or in accordance with the Contract as a result of the delay, for each full week of the delay, but to a maximum total amount of 5% of said value.

If the Seller is in delay and the Purchaser grants the Seller a reasonable period of time to perform, and this period is not observed for reasons for which the Seller is responsible, the Purchaser shall be entitled to rescind the Contract.

4.7 Partial deliveries shall be permitted.

4.8 The Purchaser is not entitled to any further remedies based on a delay save for as set out in this Section 4.

### Section 5 - Transfer of risk, acceptance, packaging

5.1 Unless otherwise agreed, risk shall pass to the Purchaser upon the start of loading of the products, or parts thereof, at the Seller's works, even if partial deliveries are made and even if the Seller has assumed other services (e.g., shipping costs, delivery or installation). Subject to any separate agreement to the contrary, the Purchaser and its freight forwarding agent, freight carrier or agent making the collection are responsible for loading, stowing and securing the products safely during transport and for unloading them. They shall also provide and make available at their own expense appropriate securing devices.

5.2 If the parties have agreed that the Purchaser's acceptance of a product or a service is required, the Purchaser shall provide its acceptance within the acceptance deadline specified in the Contract or, if feasible, immediately after the Seller has provided the notification that the product or service is ready for acceptance. The Purchaser may not refuse acceptance due to a minor defect if the Seller acknowledges its obligation to remedy the defect.

5.3 If loading or acceptance is delayed, not performed or not provided due to

circumstances not attributable to the Seller, the risk of loss, damage or deterioration of the product or service shall pass to the Purchaser from the date on which notification of its readiness for loading or acceptance is given. The Seller undertakes to take out insurance requested by the Purchaser (e.g., transport insurance) at the expense of the Purchaser. In case of default of acceptance by the Purchaser, the Seller shall be entitled to charge a storage fee.

#### **Section 6 - Retention of title, assignment of claims, withdrawal**

6.1 The Seller shall retain ownership of supplied products until full payment has been duly received. If the destination state of the product is in Sweden, the Seller shall be entitled to have the retention of ownership registered in the retention of ownership register. If the validity of the retention of title in the destination country of the product in any other case requires an entry in a register or a similar procedure, the Seller shall be entitled to have the retention of title registered and take any action required for the validity of the retention of title, with the Purchaser providing any cooperation required.

6.2 The Purchaser shall treat products subject to retention of title ("Retained Products") with care. In particular, the Purchaser shall at its own expense insure Retained Products adequately against theft, breakage, fire, water and other damage or loss at the reinstatement value. The Seller shall be authorized to take out this insurance at the expense of the Purchaser if the Purchaser has demonstrably not taken it out.

6.3 The Purchaser shall not incorporate Retained Products into, or combine Retained Products with, any other object such that they become an integral part of that object or that a new object is produced. Nor shall the Purchaser take any other measure that may cause Retained Products to lose their identity or become difficult to separate from objects of the Purchaser. The Purchaser shall at all times keep all products separate from other goods and clearly marked as the Seller's property.

6.4 The Purchaser is expressly prohibited from reselling Retained Products to any third party and from taking any other measure that may compromise the Seller's right to Retained Products. If a Retained Product or an object of which a Retained Product has become a part, in breach of these General Terms of Sale, is sold to a third party, the Purchaser hereby assigns to the Seller the claims against its purchaser(s) from the sale (total sum invoiced including value-added tax) or a corresponding part thereof, along with all secondary rights, until the Seller's claims have been settled in full. The Purchaser shall provide the Seller with a copy of the invoice in respect of the resale without delay. This does not prejudice the Seller's right to remedies for any losses the Seller may incur as a result of the Purchaser's breach.

6.5 The Purchaser shall remain authorized to collect the claim assigned pursuant to Section 6.4; the Seller's authorization to collect the claim itself shall remain unaffected thereby. The Seller shall, however, not collect the claim as long as the Purchaser meets its payment obligations from the collected amounts, is not in arrears with payment and has not discontinued payment, and as long as an application for instigation of insolvency proceedings, administration of an insolvent estate or similar procedure has not been initiated by or against the Purchaser with a view to general execution.

If any of the above situations applies, the Seller can demand that the Purchaser, disclose the claims assigned to the Seller and provide all details and documents required to collect them.

6.6 If the Purchaser acts in breach of Contract, in particular if it is in arrears with payment, the Seller shall issue a warning notice stating a time period within which the Purchaser must fulfill its obligations. Should the Purchaser not fulfill, or confirm that it will not fulfill, its obligations within the stated time period, the Seller shall be authorized to collect Retained Products. This, like any levy of execution on supplied products by the Seller, shall not constitute a termination of the Contract.

6.7 If: (i) the Purchaser becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or carries out or undergoes any analogous act or proceedings under an applicable foreign law; or (ii) the Purchaser ceases, or threatens to cease to carry on business then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to, at its discretion, continue performance under the Contract conditional upon advance payment, terminate and/or treat any Contract as repudiated, withhold any further supply of products and/or services without any liability to the Purchaser, and/or collect Retained Products. If any products and/or services have been supplied but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

#### **Section 7 - Liability for defects**

The Seller shall only be liable for defects and legal imperfections in title, subject to Section 8, as follows:

##### **7.1 Material defects**

7.1.1 The Seller warrants that all products shall be free from defects in material and workmanship under normal use for a period of twelve (12) months from the date of delivery to the Purchaser. The Purchaser shall be responsible for determining that the ordered products are suitable for the Purchaser's use and ensuring that such use complies with any applicable law.

7.1.2 Any information given by the Seller relating to a product or a service is the result of its measurements and calculations, is approximate only and shall not constitute warranted characteristics, qualities or guarantees, unless expressly designated as binding by the Seller.

7.1.3 The Purchaser can assert claims due to a material defect only if it has properly fulfilled its obligations to examine the product or service and give notice of defects within

five (5) days of the delivery date. Notices of defects and complaints of any kind are to be given in writing to the Seller as soon as the defect is discovered and, at the latest, within the said time period, with as exact a description of the defect as possible and an indication of the possible causes; otherwise, the claims will be forfeited. Products and services shall be deemed finally examined and accepted if the Purchaser has not given a notice of defect or complaints of any kind within ten (10) days of the delivery date.

7.1.4 All parts that are materially defective as a result of circumstances that occurred before the transfer of risk shall, at the discretion of the Seller, be repaired or replaced. The Seller shall bear the costs of the repair work or replacement item (material and workmanship costs) incurred as a direct result of the repair or replacement of the defective part, including the cost of shipping a replacement item to the place of performance. The Seller shall also bear the reasonable cost of removing the defective part and installing the replacement item, if installation of the defective part was originally part of the Contract. The Seller shall not bear any other costs incurred in connection with the remedy of a defect. The Purchaser must prove that the defect is a result of circumstances that occurred before the transfer of risk.

7.1.5 The Seller's liability for material defects in third-party products, which are an integral part or accessories of supplied products or services, shall be limited to assignment of the Seller's claims for such defects against its supplier. If the assigned claims are not settled, the Purchaser's claims against the Seller due to such defects shall be revived.

7.1.6 In the event of a defect that is a result of circumstances that occurred before the transfer of risk, the parties shall enter into a separate agreement, giving the Seller the required time and opportunity to make the repairs and to supply such replacements as the Seller deems necessary; otherwise, the Seller shall be discharged from all liability based on the defect. The Purchaser shall be entitled to remedy the defect itself or have it remedied by a third party and demand compensation for necessary expenses from the Seller only in urgent cases of risk to safety; the Seller shall be informed thereof immediately or as soon as possible.

7.1.7 If the Seller fails to remedy a material defect within the time set for it in accordance with Section 7.1.6, and the failure is due to circumstances for which the Seller is responsible, the Purchaser shall be entitled to rescind the Contract in accordance with the statutory provisions laid down in applicable legislation, however, not in cases of force majeure within the meaning of Section 4.5 or similar instances. If a defect is insignificant, and the Seller has failed to remedy the defect within the time set for it in accordance with Section 7.1.5, the Purchaser shall only be entitled to a reduction of the price amounting to the purchase price of the product as specified in the Contract.

7.1.8 The Seller shall not be liable for any defects that are attributable to measures or designs expressly requested by the Purchaser, that occur in materials or products provided by the Purchaser or whose use the Purchaser has required, or that in any other way are attributable to the Purchaser. In particular, but not limited to, the Seller shall have no liability in the following cases:

- unforeseeable, unsuitable or improper use, installation or commissioning by the Purchaser or a third party;
- failure to use original parts and materials;
- normal wear and tear;
- further use after a notice of defect has been given;
- incorrect or negligent handling;
- improper maintenance or alteration;
- unsuitable operating supplies;
- faulty construction work;
- unsuitable subsoil;
- failure to back up or inadequate backing up of data by the Purchaser;
- failure to check or inadequate checking of software, programs, files, and/or data for Computer Viruses (defined in Section 10.3) by the Purchaser;
- unusual effects of any kind (e.g., vibrations from other assemblies, ingress of foreign matter, etc.);
- corrosion (e.g., through halogens);
- chemical, electrochemical or electrical influences, unless the Seller is responsible for them;
- violation by the Purchaser of the obligations described in Section 7.2.4.

7.1.9 If the Purchaser or a third party carries out repairs or other measures that affect a supplied product or service without obtaining the Seller's prior written consent and, if the Seller deems necessary, instructions, the Seller shall not be liable for any resultant consequences. The same shall apply to all other changes to a supplied product or service that have been made without the prior written consent of the Seller.

7.1.10 The ownership of defective or replaced products and parts shall go back to the Seller. The Purchaser shall return the defective or replaced product or part at its own expense to the Seller at the request of the Seller.

7.1.11 Subject to Section 9.2, the provisions in this Section 7 shall apply accordingly to the remedy of defects.

##### **7.2 Proprietary rights; export control**

7.2.1 If utilization of a supplied product or service results in the infringement of industry property rights such as patents or copyrights (collectively referred to as "**Proprietary Rights**") of a third party, the Seller shall in principle, at its own expense, obtain a right for the Purchaser to continue to utilize it or modify it in a way that the Purchaser can reasonably be expected to accept, in order to cease the infringement. If this is not economically reasonable or not possible within a reasonable period of time, both parties shall be entitled to terminate the Contract with immediate effect.

If the Seller is responsible for an infringement of a third party's Proprietary Rights, the

Seller shall indemnify the Purchaser against claims made by that third party against the Purchaser in so far as the claims are undisputed or have been ruled on finally by a competent court or arbitral tribunal.

7.2.2 Subject to Section 8, the Seller's obligations specified in Section 7.2.1 shall constitute the Seller's entire liability in relation to any infringement of the Proprietary Rights of any third parties and shall constitute the exclusive remedy of the Purchaser. These obligations shall exist only if:

- the Purchaser informs the Seller as soon as the Purchaser becomes, or should have become, aware of the infringement or as soon as a third party claims that there is an infringement, whichever occurs first;
- the Purchaser assists the Seller to a reasonable extent in defending against the claims of a third party, enables the Seller to make modifications as stated in Section 7.2.1, and takes all other reasonable measures to mitigate the damages, costs and expenses for which the Seller shall indemnify the Purchaser;
- the Seller retains the full right to undertake all defensive measures including out-of-court settlement;
- the infringement is not attributable to an instruction by the Purchaser or to a combination of a supplied product by the Purchaser with objects, products or deliveries outside the Seller's scope of supply;
- the infringement has not been caused by the fact that the Purchaser has modified a supplied product or used it in a way not in conformity with the Contract;
- the infringement is not in any other way attributable to the Purchaser.

7.2.3 For the avoidance of doubt, the Seller does not warrant that the end products manufactured with the use of the supplied product, including the manufacturing process used, are free of third-party Proprietary Rights.

7.2.4 If the Purchaser intends to export or transfer a supplied product to a country or territory against which the United Nations, the European Union or the United States of America has imposed or implemented an embargo or any other export or re-export restrictions or intends to use a supplied product in such country or territory, the Purchaser shall notify the Seller of this in writing before the Contract is concluded. If the Purchaser adopts such an intention after the Contract is concluded, such export, transfer or use shall be subject to the Seller's prior written approval. Notwithstanding anything to the foregoing, the Purchaser represents and warrants that it will comply (i) with all Swedish, German, EU and UN export control regulations including embargoes and other sanctions and (ii) with all other foreign export control regulations including embargoes and other sanctions provided that Sweden, Germany, the EU or the UN have enacted similar regulations, embargoes and/or other sanctions targeting the same countries. If a supplied product is resold by the Purchaser, the latter shall enter into agreements to ensure that the obligations set forth in this Section 7.2.4 are transferred through to the entire delivery chain and to the final customer ultimately holding the product. In the event of a violation of the obligations set forth in this Section 7.2.4, the Seller shall be entitled to terminate the Contract with immediate effect.

## Section 8 - Liability

8.1 If a supplied product or service cannot be used by the Purchaser in accordance with the Contract due to the Seller's failure to implement, or inadequate implementation of suggestions and advice provided by the Purchaser before or after the conclusion of the Contract or due to the Seller's violation of other contractual obligations, in particular the obligation to provide instructions on the use and maintenance of an product, the provisions set out in Section 7 and this Section 8 shall apply accordingly, to the exclusion of further claims.

8.2 The Seller shall be liable for damages caused to the supplied product itself, on whatever legal grounds, including liability for auxiliary personnel and tort, only:

- if the Seller has acted with intent;
- if the Seller has been grossly negligent;
- if, in the case of defects, the Seller has concealed such defects with intent to deceive; or
- if, in the case of defects, a mandatory legal liability exists in accordance with the applicable Product Liability Law.

8.3 The Seller shall not be liable for any indirect damage, loss of profit, loss of production, loss of income, loss of use, loss of business, loss of revenue, loss of goodwill, or for any other indirect or consequential loss or damage of any kind, whether such loss or damage was foreseeable or contemplated by the parties and whether arising in tort (including negligence), contract or otherwise.

8.4 The Seller shall not be liable for any damages that result from the use or inability to use data, unauthorized access or use of data, loss, corruption, error, or other influence on data, and any other direct, indirect or consequential damage in relation to data, whether such damage was foreseeable or contemplated by the parties and whether arising in tort (including negligence), contract or otherwise.

8.5 Further claims for damages, on whatever legal grounds, shall be excluded. If liability on the part of the Seller is excluded or limited, this shall also apply to liability on the part of employees and other representatives of the Seller.

## Section 9 – Limitation of actions

9.1 Subject to Section 9.2, all claims of the Purchaser, on whatever legal grounds, shall become statute-barred within twelve (12) months from the delivery date. The statutory periods of limitation laid down in applicable legislation shall, however, apply in cases of intent or intent to deceive, culpable injury to life, body or health, and to claims under the applicable Product Liability Law.

9.2 If the Purchaser obtains rights in relation to defects, all such claims become statute-barred twelve (12) months from the delivery date of the defective product or

service. All claims for new defects caused by the Seller's repair or replacement of a defective part shall become statute-barred six (6) months from the remedy of the previous defect and shall be limited to defects that are a direct result of that remedy.

## Section 10 - Use of software

10.1 If software is supplied by the Seller, the Purchaser shall be granted a non-exclusive and non-transferable license to use it and the documentation needed to use it.

10.2 The Purchaser shall not reproduce, revise, compile or translate the software or convert it from object code to source code. The Purchaser shall not remove any data, in particular copyright notices, change or otherwise influence any data without the Seller's prior written consent.

All other rights in relation to the software and any related documentation, including copies thereof, shall remain with the Seller or the software supplier. For the avoidance of doubt, sublicensing is expressly prohibited.

10.3 Before providing the software to the Purchaser, the Seller shall use state-of-the-art, up-to-date protection measures to check it for computer viruses, Trojan horses, virus hoaxes and similar programs, program parts and malicious functions that may result in loss or corruption of data or programs or impairment of systems or parts of them (collectively referred to as "Computer Viruses"). Nevertheless, recognizing that it is not possible to exclude the risk that the software contains unknown or mutated Computer Viruses or that Computer Viruses may enter a (operating or control) system at a later time, the Purchaser shall take all necessary measures to protect against Computer Viruses and other destructive data. In particular, the Purchaser shall check the software and any files for Computer Viruses before executing the software or opening any files. This shall also apply to any software that the Purchaser wishes to use as part of its systems, if the software supplied by the Seller may be affected thereby.

10.4 The Purchaser shall back up data on a regular basis to prevent loss or corruption of data. If data is lost or corrupted, the Seller shall only be liable for the cost of restoring the correct data if the Purchaser has backed it up properly.

## Section 11 - Applicable law and place of jurisdiction

11.1 In addition to these General Terms of Sale, the Contract entered into in respect of each order and any separate agreements entered into by the parties, the substantive laws of Sweden shall apply to all legal relationships between the parties, with the exclusion of any conflicting regulations. The United Nations Convention dated 11 April 1980 on the international sale of goods (CISG) shall not apply.

11.2 Any dispute, controversy or claim arising out of or in relation to the contractual relationship between the parties, including the validity, invalidity, breach, or termination thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The language to be used in the arbitral proceedings shall be English. The seat of arbitration shall be Stockholm, Sweden.

## Section 12 - General provisions

12.1 Unless otherwise specified in the Seller's confirmation of order, the place of performance of the parties' obligations shall be the place of the Seller's registered offices. This shall also apply if customary clauses on transportation and delivery of goods have been agreed.

12.2 Should any part of these General Terms of Sale be or become invalid or unenforceable, this shall not affect the validity or enforceability of any other provision.

12.3 All notifications and other declarations serving to establish, safeguard or exercise rights shall be valid only if given in writing. Written form shall also include text form sent by data transfer (e.g. e-mail), electronic signature via signature programs (e.g., DocuSign or Adobe Sign), unless the written form is mandatory according to applicable law. Notifications and declarations shall be sent to the other party's address as specified in the applicable quotation, order, confirmation, or Contract, or to such other address as each party may designate from time to time by written notification. Notifications and declarations shall be deemed to have been served upon delivery if sent by hand; two (2) days after being dispatched if sent by post; and upon confirmation of transmission, if sent by e-mail.

12.4 The Purchaser shall not assign any of its contractual rights or obligations to any third party without the written consent of the Seller. The Seller may transfer its contractual rights to a third party at any time, unless the third party is a direct competitor of the Purchaser. In such case, the written consent of the Purchaser is required.

12.5 If the Seller provides installation, commissioning, maintenance, repair or similar services, the relevant special terms and conditions of the Seller shall apply additionally and with precedence over these General Terms of Sale.

12.6 The Purchaser shall not sell, export or re-export, directly or indirectly, any products, goods or technology sold, supplied, transferred or exported to the Purchaser by the Seller that fall under Product 12g of Council Regulation (EU) No. 833/2014 (as amended from time to time (see <https://eur-lex.europa.eu/oj/direct-access.html> and <https://eur-lex.europa.eu/homepage.html?locale=en>)). This includes, but is not limited to, the Russian Federation, Belarus for use in the Russian Federation or in Belarus, and any other country and entity that may, in the future, be designated under applicable EU sanctions regulations.

The Purchaser shall undertake its reasonable efforts to ensure that the purpose of the preceding sentence is not frustrated by any third party further down the commercial chain, including by possible resellers, and shall set up and maintain an adequate monitoring mechanism to detect conduct by any third party further down the commercial chain, including by possible resellers, that would frustrate the purpose of the preceding sentence.

The Purchaser shall immediately inform the Seller about any problems in applying the two preceding sentences including any relevant activities by third parties that could frustrate the purpose of the two preceding sentences.

The Purchaser shall make available to the Seller information concerning compliance with the obligations in this Section within 2 weeks of the simple request of such information.

Any violation of this Section 12.6 shall constitute a material breach of an essential obligation of the Purchaser, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to (i) termination of the Contract with immediate effect and (ii) a penalty of 10 % of the total value of the Contract or price of the goods or technology exported, whichever is higher.

The obligations set forth in this Section 12.6 shall come in addition to any other obligations which the Purchaser might otherwise have under the Contract. In case of any contradiction of the provisions of this Section 12.6 with any other obligation which the purchaser might have under the Contract, the provisions of this Section 12.6 shall prevail.

12.7 The parties shall keep confidential, not use for their own purposes and not without the prior written consent of the other party disclose to any third party, any information of a confidential nature belonging or relating to the other party unless such information is or becomes public knowledge (other than by breach of this Section 12.7) or is required to be disclosed by order of a competent authority or by law.