

## GENERAL TERMS AND CONDITIONS OF SALE

Effective as of December 2023

These Terms and Conditions ("Agreement") govern all commercial transactions between the Seller and the Buyer regarding the sale of goods and/or provision of services ("Products"). Any deviation from these terms shall be valid only if explicitly agreed in writing by the Seller. By placing an order, the Buyer agrees to be bound by the following terms in full, without modification or exception.

### 1. Validity of Offers and Price Revisions

All offers made by the Seller shall remain valid for ten (10) calendar days unless stated otherwise in writing. Quotations are non-binding and subject to withdrawal or adjustment by the Seller at any time prior to receipt of full written acceptance and a valid purchase order. The Seller reserves the right to revise prices in cases of market fluctuation, currency valuation changes, or delayed authorization of production.

### 2. Delivery Terms and Transfer of Risk

All shipments shall be governed by **Incoterms® 2020**, as specified in the Seller's quotation, order confirmation, or invoice. Unless otherwise agreed, risk and title to the goods shall pass to the Buyer according to the agreed Incoterm. The Seller assumes no responsibility for delays, damages, or loss occurring during transport once risk has transferred.

### 3. Force Majeure

The Seller shall not be liable for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, sanctions, strikes, epidemics, governmental restrictions, or material shortages.

### 4. Suspension or Cancellation by Buyer

No order may be suspended, modified, or cancelled in whole or in part by the Buyer without the **prior written consent** of the Seller. The Seller reserves the right to approve or reject such requests at its sole discretion and may impose administrative charges or compensation for incurred costs, loss of opportunity, or inventory commitments.

### 5. Warranty and Limitations

The Seller provides no warranty beyond what is explicitly stated in its written quotation or in the documentation supplied with the product. Where the Seller distributes third-party goods, any applicable warranty shall be limited to the terms offered by the original manufacturer. The Seller shall not be held liable for fitness for purpose, hidden defects, or consequential failures unless expressly guaranteed.

Claims under warranty, if accepted by the Seller, are limited to repair, replacement, or credit at the Seller's discretion. **All other liabilities, including those for loss of profits, production stoppage, or damages arising indirectly, are excluded.**

### 6. Disclaimer and Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SELLER SHALL NOT BE HELD LIABLE FOR ANY FORM OF DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE, ANTICIPATED SAVINGS, DATA, MATERIALS, CONTRACTS, BUSINESS OPPORTUNITIES, GOODWILL, OR PRODUCTION DOWNTIME, WHETHER SUCH DAMAGES ARE FORESEEABLE OR NOT AND REGARDLESS OF THE LEGAL

BASIS FOR THE CLAIM, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE.

THE SELLER'S TOTAL CUMULATIVE LIABILITY, WHETHER ARISING FROM CONTRACTUAL OBLIGATIONS, INDEMNIFICATION DUTIES, OR ANY OTHER CAUSE, SHALL IN ALL CASES BE STRICTLY LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID BY THE BUYER FOR THE SPECIFIC PRODUCT(S) GIVING RISE TO THE CLAIM.

THE SELLER EXPRESSLY DISCLAIMS ANY LIABILITY FOR ADVICE, TECHNICAL INFORMATION, OR ASSISTANCE PROVIDED ON A GOODWILL BASIS, WHERE SUCH INFORMATION OR ASSISTANCE IS NOT EXPLICITLY REQUIRED UNDER THE SCOPE OF THIS AGREEMENT.

ANY LEGAL ACTION BROUGHT AGAINST THE SELLER MUST BE INITIATED WITHIN ONE (1) MONTH OF THE DATE ON WHICH THE ALLEGED CAUSE OF ACTION ARISES. FAILURE TO DO SO WILL RESULT IN PERMANENT WAIVER OF THE RIGHT TO ASSERT SUCH CLAIM.

THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND SHALL ALSO EXTEND TO THE BENEFIT OF THE SELLER'S SUPPLIERS, AFFILIATES, APPOINTED DISTRIBUTORS, SUBCONTRACTORS, AND AUTHORIZED RESELLERS AS THIRD-PARTY BENEFICIARIES.

EACH PROVISION HEREIN RELATING TO LIMITATION OF LIABILITY, EXCLUSION OF DAMAGES, OR WARRANTY DISCLAIMERS IS INDEPENDENT, SEVERABLE, AND SHALL BE ENFORCED AS SUCH, EVEN IF ANY OTHER PROVISION IS HELD INVALID OR UNENFORCEABLE.

### 7. Intellectual Property and Patent Indemnification

The Seller shall not be liable for intellectual property infringement unless arising from its own unaltered and proprietary product. No responsibility is accepted for products designed, specified, or modified by the Buyer. The Buyer agrees to indemnify the Seller against any claims arising from such use.

### 8. Taxes and Duties

Unless otherwise stated, all prices are exclusive of value-added tax (VAT), customs duties, and other public levies. All such taxes and charges applicable to the transaction shall be borne exclusively by the Buyer.

### 9. Payment Terms

Unless expressly agreed in writing, **all sales are subject to 100% prepayment** prior to dispatch or commencement of services. Payment shall be made in the currency and to the account designated in the Seller's invoice. In the event of late payment under any approved credit arrangement, the Seller reserves the right to charge default interest at the highest rate permitted by law and recover all reasonable collection costs.

### 10. Partial Shipments and Invoicing

The Seller reserves the right to **make partial deliveries and issue separate invoices** for each shipment or service milestone. Each partial delivery shall constitute a separate transaction, and payment shall be due accordingly, regardless of pending delivery of remaining Products or services.

### 11. Software and Firmware

Products containing integrated software or firmware are provided solely for the functionality of the product and do not include any transferable software license unless explicitly granted in writing. The Buyer may not modify, reproduce, or extract embedded software components.

## **12. Buyer-Supplied Information**

The Seller shall not be responsible for the consequences of reliance on inaccurate, incomplete, or misleading specifications, data, or instructions provided by the Buyer. Any resulting claims, including warranty claims, shall be considered void to the extent caused by such Buyer-supplied information.

## **13. Export Control and Compliance**

The Buyer acknowledges that the Products, software, services, and any associated applications or deliverables may be subject to **applicable export control laws, regulations, sanctions, and trade restrictions** (collectively, "Export Regulations") of the **United States, the European Union, the United Nations**, and any other relevant jurisdiction.

The Buyer agrees to comply with all such Export Regulations and hereby **assumes full responsibility** for ensuring that no Product, service, or related technical data provided under this Agreement shall be:

- (i) used, exported, re-exported, transferred, or accessed, directly or indirectly, in violation of any applicable Export Regulations;
- (ii) utilized for any **prohibited end-use**, including but not limited to the design, development, or production of nuclear, chemical, or biological weapons, or missile technology;
- (iii) delivered to any individual or entity that is designated under any sanctions or trade restrictions issued by competent authorities.

The Buyer further represents and warrants that it is **not listed on**, and is **not owned or controlled by any party listed on**, any restricted or denied-party list, including but not limited to those maintained by the **U.S. Department of Treasury (OFAC), U.S. Department of Commerce (BIS), European Union, or United Nations Security Council**.

The Buyer agrees to **promptly notify the Seller** of any change in status that could affect its compliance with Export Regulations. In such an event, the Seller reserves the right to suspend performance or terminate the Agreement without incurring any liability.

Furthermore, the Buyer acknowledges that certain functionalities of the delivered software or services (e.g., encryption, authentication, or remote access capabilities) may be subject to **additional export or import restrictions** upon transfer from the country of original delivery. **It shall be the sole responsibility of the Buyer to obtain all necessary governmental authorizations** required for any subsequent export, import, transfer, or use.

The Seller shall not be liable for any delays, penalties, or legal consequences arising from the Buyer's failure to comply with applicable export control laws or obtain required licenses, permits, or approvals.

## **14. Returns and Refunds**

Returns of goods shall not be accepted unless **explicitly approved in writing** by the Seller in advance. Returned items must be unused, in original packaging, and accompanied by a return authorization. All associated shipping, restocking, or administrative costs shall be borne by the Buyer.

## **15. After-Sales Services**

Any services following delivery, such as commissioning, maintenance, or technical support, shall be **provided only if specified in a separate quotation, invoice, or contractual agreement**. Such services are subject to separate terms and may incur additional charges.

## **16. Inspection and Acceptance**

Delivery shall be deemed accepted upon handover to the carrier or confirmation of receipt by the Buyer. **Any inspection rights shall be exercised upon delivery, and no further claims shall be admissible unless documented within a commercially reasonable period.** The Seller shall not be liable for any latent defects not notified in writing promptly after discovery.

## **17. Confidentiality**

All commercial, technical, or pricing information disclosed by the Seller to the Buyer is deemed **confidential and proprietary**. The Buyer agrees not to disclose, reproduce, or distribute such information to third parties without the Seller's prior written consent. Breach of this obligation shall entitle the Seller to seek injunctive relief in addition to any other legal remedies.

## **18. Retention of Title**

Title to all Products shall **remain with the Seller until full payment of the purchase price and all ancillary charges has been received**. Until such time, the Buyer shall act as custodian and must not resell, pledge, or otherwise dispose of the Products. This clause shall be interpreted to the maximum extent permitted under applicable law and shall not be deemed waived by partial delivery or delayed invoicing.

## **19. Acceptance by Delivery**

Unless otherwise agreed in writing, **any receipt, use, or failure to reject the Products within a reasonable time after delivery shall be deemed as full and unconditional acceptance** by the Buyer, including acceptance of these Terms and Conditions. The Buyer hereby waives any right to later dispute delivery or conformity if no written objection is submitted within five (5) business days from receipt.

## **20. Warranty Exclusion for Refurbished or Reconditioned Products**

Products that are refurbished, reconditioned, open-box, or otherwise not classified as new shall be **expressly excluded from any warranty coverage**, unless a specific written agreement states otherwise. These products are provided "as-is" and may exhibit cosmetic wear or prior usage, which does not affect functionality but shall not constitute a basis for return, replacement, or warranty claim.

## **21. Prohibition on Reverse Engineering and Derivative Use**

The Buyer shall **not disassemble, decompile, reverse engineer, modify, translate, extract, or analyze** any software, firmware, or hardware component embedded in or supplied with the Products. Any attempt to replicate or derive intellectual property, data structures, or operating principles from the Products is strictly prohibited unless expressly authorized in writing by the Seller. This clause survives termination of the agreement.

## **22. Use Restrictions**

The Products sold under this Agreement are **not intended for use in any nuclear, military, defense, weapons, or similarly regulated or hazardous applications**, including but not limited to the design, development, or operation of nuclear facilities, life-support systems, or military-grade systems. The **Buyer assumes all risks and liabilities** arising from any such unauthorized or unintended use, and agrees to **fully indemnify the Seller** from any damages, losses, or legal actions resulting therefrom. The Seller explicitly disclaims any liability for use in such contexts.

## **23. System Compatibility Disclaimer**

The Seller does not provide any **guarantee, representation, or warranty regarding the compatibility of the Products with the**

**Buyer's systems, infrastructure, or intended use case**, unless explicitly documented in the technical quotation. The Buyer assumes full responsibility for assessing and validating technical integration.

#### **24. On-Site Services and Downtime**

Where installation, maintenance, or on-site technical services are provided, **service time shall include travel time, preparation time, on-site waiting time (regardless of cause), and any standby time required to access the work site**. Such time is billable and excluded from any project delivery or lead time commitments unless otherwise agreed in writing.

#### **25. Price Adjustment Due to External Cost Increases**

The Seller reserves the right to **adjust prices prior to shipment** in the event of any change in tariffs, customs duties, taxes, regulatory levies, shipping rates, or any other external cost factors beyond the Seller's control that materially affect the cost of fulfilling the order. The Buyer will be notified in writing of such adjustments.

#### **26. Good Faith Dispute Resolution**

In the event of any dispute or disagreement between the parties, **both parties agree to first attempt to resolve the matter through good faith negotiations** between duly authorized representatives. If such negotiations fail, the matter may proceed to formal mediation or be submitted to the jurisdiction defined herein.

#### **27. Governing Law and Jurisdiction**

This Agreement shall be governed exclusively by the **laws of the Republic of Estonia**, without reference to conflict of law principles. The parties irrevocably agree that all disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the **competent courts in Tallinn, Estonia**.

#### **28. Severability**

If any provision of this Agreement is determined to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, **such provision shall be severed to the extent of such invalidity, and the remainder of the Agreement shall remain in full force and effect** without being impaired or invalidated.

#### **29. Assignment**

This Agreement, and any rights or obligations arising under it, **may not be assigned, delegated, or otherwise transferred** by either party without the **prior written consent** of the other party, which shall not be unreasonably withheld.

However, the **Seller may assign or transfer** this Agreement, in whole or in part, **without the Buyer's consent**, to any affiliate, subsidiary, parent company, or legal successor, including as part of any merger, acquisition, internal restructuring, or corporate reorganization.

Any attempted assignment in violation of this clause shall be deemed null and void. The Seller shall bear **no liability** for any changes in ownership or structure arising from such authorized internal transactions.

#### **30. Language and Interpretation**

This Agreement has been prepared in the English language at the express request of both parties. **In case of any translation of this Agreement or any related document into another language, the English version shall prevail in all respects** and shall be the sole legally binding version.

The Seller assumes **no responsibility for any inconsistency, misinterpretation, or discrepancy** arising from translations. Any interpretation of terms shall be made in accordance with the meaning assigned in the original English version.