General Terms and Conditions of Sale

1. Introduction

Unless otherwise agreed in writing, these general terms and conditions of sale ("**Contract**") apply to all contracts concerning the delivery of Products between Acre and the Customer. This Contract does not apply to any software provided to you by Acre. Any such software is instead governed by the End User License Agreement or Terms of Service entered into between you and Acre in connection with the provision of such software. The Contract shall be applied even if, and overrule, any offer, order, acknowledgement or other similar document or agreement which contains terms and conditions or refers to other terms and conditions than the Contract, including your general terms and conditions.

Acre may update the Contract from time to time at Acre's sole discretion. Please visit our webpage or contact us to make sure you have the latest version. If you have any questions, please refer to the Sales Office where you purchased the Product.

"**Products**" mean hardware provided by Acre, covered by the Order or any amendment thereof. "**Acre**" means the Acre contracting entity listed on the Order which includes: Vanderbilt, LLC (dba Acre Security Americas); Vanderbilt International (SWE) AB; SGI Matrix, LLC (dba Acre Security Americas Solutions); TDS (Time Data Security) Ltd; Communications Network, LLC; and Security Identification Systems Corporation (dba Acre Security Americas Solutions). "**Order**" means each purchase order (including any release, call-off, acknowledgement, or amendment) issued by Customer and accepted by Acre for the supply of Products under the Contract. "**Customer**" means the counterparty identified on the Order as the purchaser of Products from Acre under the Contract.

2. Offers

2.1 Subject to the second paragraph of this clause, Acre's offers shall be valid for one (1) month from the date of the offer unless otherwise stated. No representations outside the offer or the Contract shall be binding unless confirmed in writing.

2.2 The prices are exclusive of VAT, other taxes and/or official duties unless otherwise stated. Acre reserves the right to at any time modify the price list in effect, by giving prior notice to the Customer, if there is any increase in the cost of raw materials, labor or any other production factors which affect the production costs.

3. Order Confirmation

3.1 An order submitted by the Customer becomes binding on Acre only upon Acre's written acceptance or confirmed dispatch of the Product, whichever occurs first. Acre may accept or decline any order in its reasonable discretion. Unless otherwise agreed in writing, a Customer may not cancel an accepted order without Acre's consent, which may be conditioned on payment of Acre's reasonable costs and expenses incurred up to the date of cancellation. Acre may deliver up to five percent (5%) more or less than the ordered quantity of a Product without such variation constituting a non-conformance, and the price payable shall be adjusted pro rata.

3.2 Acre reserves the right to establish reasonable minimum order values. Information about relevant amounts is provided by the Customer Service department or Sales Office.

3.3 Acre may make changes to a product's design, components, or specifications that do not materially and adversely affect the Product's form, fit, or function, without the Customer's consent.

4. Delivery, Time of Delivery and Delay

4.1 The Products shall be suitably packed and labelled with the reference codes stated in the Order. If no specific delivery term has been agreed, delivery shall be made by Ex Works or FCA with exact place of delivery to be named (Incoterms, 2020). Products delivered to Canada shall be made by DAP (Incoterms, 2020). All Products are delivered with standard documentation; no further documentation is supplied unless so specified in writing between Acre and the Customer. Partial shipments shall be permitted unless otherwise agreed.

4.2 If delay in delivery is caused by an act or omission on the part of the Customer, the time for delivery shall be extended by a period which Acre deems reasonable. This shall apply regardless of whether the reason for the delay occurs before or after the agreed time for delivery.

4.3 Acre shall provide the customs and export documentation required for shipment of the goods. The Customer is responsible for reviewing and confirming the accuracy of all information provided to Acre prior to shipment. Any amendments to customs or export documentation requested by the Customer after the documents have been issued may be subject to additional charges. Once the export customs clearance process has commenced, any Customer-requested changes to shipment details or customs documentation will be subject to a charge equal to **20% of the total order value**, plus any additional costs, duties, taxes, penalties, freight charges, or administrative expenses incurred by Acre.

4.4 If the Product is not delivered at the time for delivery, the Customer is entitled to liquidated damages from the date on which delivery should have taken place. The liquidated damages due to a delay in delivery shall be payable at a rate of 0.3 per cent of the purchase price for each completed week of delay. The liquidated damages shall not exceed three percent (3%) of the purchase price.

4.5 If only part of the Order is delayed, the liquidated damages shall be calculated on that part of the purchase price which is attributable to such delayed part.

4.6 The liquidated damages become due at the Customer's demand in writing but not before delivery has been completed.

4.7 The Customer shall forfeit its right to liquidated damages if the Customer has not lodged a claim in writing for such damages within three (3) months after the time when delivery should have taken place.

4.8 Liquidated damages are the sole and exclusive remedy for delay in delivery. All other claims against Acre based on such delay shall be excluded.

4.9 The risk of accidental loss and accidental deterioration of the Products shall pass to Customer on delivery of the Products as per Section 4.1.

5. Title and Risk

5.1 The Products shall remain the property of Acre until paid for in full. The Customer shall at the request of Acre assist in taking any measures necessary to protect Acre's title to the product in the country concerned. The retention of title shall not affect the passing of risk under Section 4.9.

6. Warranty and Defects

6.1 Please contact the Sales Office where you purchased the Product for warranty details.

6.2 If and in as far as an extended warranty period is specified in the Product documentation provided by Acre, this extended warranty period shall apply to the respective Product(s). Unless stipulated otherwise, the warranty periods start at the date of delivery.

6.3 A warranty repair or replacement during the warranty period shall not have the effect of extending the warranty period for the Products.

6.4 The warranty does not cover and shall be void for defects or damages resulting from materials provided, or a design

stipulated or specified by the Customer, accident, misuse or abuse, neglect, alterations, service or repair by other than Acre or its approved agents, improper installation, operation or maintenance, improper connections with peripherals or other causes not arising out of defects in materials or workmanship. Without limitation, the following defects are excluded from warranty:

- Ordinary wear and tear
- Damage by mishandling
- Operation or storage outside of environmental specification
- Lightning strike

6.5 Acre shall not be liable for any damage to property caused by the Product after it has been delivered and whilst it is in the possession of the Customer. Nor shall Acre be liable for any damage to products manufactured by the Customer, or to products of which the Customer's products form a part. If Acre incurs liability towards any third party for such damage to property as described in the preceding paragraph, the Customer shall indemnify, defend and hold Acre harmless.

7. Warranty/Non-Warranty Repair/Replacement

7.1 Before returning any Products to Acre, you must obtain a Return Material Authorization (RMA). Please see RMA process for returning products.

8. Refurbished B-stock (exchange stock) products

8.1 From time to time Acre offers products for sale as B-stock (exchange stock). These are used products that have been returned and refurbished.

8.2 B-stock and advance exchange products (though they may come from the same pool of products) are covered by different warranty conditions and durations. Refurbished products are generally covered by a 90-day limited warranty unless otherwise stipulated. Please contact your Sales Office for information regarding warranty conditions and durations.

9. Product certification and compliance

9.1 The Customer shall not alter, remove, or obscure any certification marking, safety warning, or regulatory label affixed to a Product, and shall not repackage, relabel, or modify a Product or its Documentation except with Acre's prior written authorization. Where a Product incorporates open-source or third-party software components, the applicable third-party or open-source license terms govern those components, and Acre will make the associated notices available upon request.

10. Trademarks and branding

Acre retains all right, title, and interest in its trademarks, service marks, trade names, and logos (the "**Marks**"). Nothing in the contract grants the Customer any right or license to use the Marks, except that the Customer may refer to Acre by name for the sole purpose of accurately identifying the origin of the products it has purchased. The Customer shall not register, or attempt to register, any trademark, trade name, or domain name that is identical or confusingly similar to any of the Marks, and shall not remove or alter any Acre branding, serial numbers, or safety or certification markings on the products.

11. Product Recall

11.1 Acre may, at its discretion or as required by law or a governmental authority, initiate a product recall, withdrawal, retrofit, safety notice, or other corrective action relating to a product that has, or may have, a defect, safety issue, or security vulnerability (a "Recall"). The Customer shall provide Acre with prompt and full cooperation and assistance in connection with any recall or field corrective action, including the provision of personnel, information, and documentation reasonably requested by Acre. Acre shall bear the reasonable, documented costs of a Recall to the extent it results solely from a manufacturing defect or Acre's breach of its express warranties under the contract. The Customer shall bear the costs of a Recall to the extent it arises from, or is increased by, the Customer's improper storage, installation, handling, or modification of the product, or its failure to cooperate with the Recall.

12. Term, Termination **and Insolvency**

12.1 In addition to any other termination rights under this Contract, Acre may terminate the Contract or any Order issued hereunder, in whole or in part, for convenience at any time on thirty (30) days' written notice to the Customer. In such event, Acre shall only be liable for Products already delivered and accepted and for the Customer's reasonable, documented and unavoidable costs directly incurred prior to receipt of the notice, and shall have no liability for lost profits or other consequential loss.

12.2 Acre may terminate the Contract and any Order issued hereunder with immediate effect, without liability, by written notice to the Customer if the Customer becomes insolvent, enters into liquidation, administration, receivership or any analogous insolvency proceeding in any jurisdiction, ceases to carry on business, or is unable to pay its debts as they fall due, or undergoes a change of control to a direct competitor of Acre without Acre's prior written consent.

12.3 In addition to the termination rights above, Acre may terminate the contract or any Order, in whole or in part, with immediate effect by written notice if the Customer commits a breach of this Contract (including, without limitation, breach of Section 19.1 (Confidentiality), Section 20.3 or 20.4 (Sanctions), which, if capable of remedy, is not remedied within thirty (30) days of written notice from Acre.

13. Health, Environment and Security

13.1 Pursuant to the European Union's Directive on Waste Electrical and Electronic Equipment (WEEE) and the European Union's Directive on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (RoHS), the organizational and financial responsibility for the removal and processing of waste originating from any electrical and electronic equipment shall, unless otherwise agreed, be transferred to the Customer upon delivery. The Customer undertakes to assume responsibility, on the one hand, for the collection and removal of waste originating from the electrical and electronic equipment subject to the contract and, on the other hand, for its processing and recycling.

14. Indemnity

14.1 **THE CUSTOMER SHALL INDEMNIFY ACRE AGAINST EVERY LIABILITY WHICH ACRE MAY INCUR TO ANY OTHER PERSON WHATSOEVER AND AGAINST ALL CLAIMS DAMAGES COSTS AND EXPENSES MADE AGAINST OR INCURRED BY ACRE BY REASON OF ANY BREACH OF THE CONTRACT BY THE CUSTOMER INCLUDING LIABILITIES LOSSES AND EXPENSES INCURRED BY ACRE.**

14.2 **THE CUSTOMER SHALL BE LIABLE FOR AND SHALL INDEMNIFY ACRE AGAINST ANY ACTIONS SUITS CLAIMS DAMAGES COSTS CHARGES AND EXPENSES ARISING UNDER ANY STATUTE OR COMMON LAW IN RESPECT OF ANY PERSONAL INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN THE COURSE OF OR CAUSED BY THE CUSTOMER'S INSTALLATION, USE, RESALE, OR HANDLING OF THE PRODUCTS, OR ANY ACT OR**

OMISSION OF THE CUSTOMER, ITS PERSONNEL, OR ITS AGENTS UNLESS DUE TO THE SOLE NEGLIGENCE OF ACRE.

14.3 **NOTWITHSTANDING ANYTHING TO THE CONTRARY NEITHER PARTY SHALL BE LIABLE TO THE OTHER BY WAY OF INDEMNITY OR BY REASON OF ANY BREACH OF THE CONTRACT OR OF STATUTORY DUTY OR BY REASON OF TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) (OTHER THAN IN RESPECT OF THE INDEMNITIES IN SECTIONS 14.1 AND 14.2, BREACH OF CONFIDENTIALITY UNDER SECTION 19.1, OR INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS UNDER SECTION 18) FOR ANY LOSS OF PROFIT, LOSS OF CONTRACTS OR FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGE WHATSOEVER THAT MAY BE SUFFERED BY THE OTHER.**

15. Limitation of Liability

15.1 Except as expressly stated in this Contract, Acre's total aggregate liability to the Customer arising out of or in connection with this Contract, any Order, and the Products, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total price paid or payable to Acre under the relevant Order in the twelve (12) months immediately preceding the event giving rise to the claim.

15.2 Nothing in this contract excludes or limits either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.

16. Insurance

16.1 The Customer undertakes to obtain and maintain sufficient product liability insurance during the contract period. Upon Acre's request, the Customer shall submit a copy of the valid contract.

16.2 The Customer shall maintain, at its expense, through financially sound insurers, the following coverage throughout the term and for three years thereafter: commercial general liability with limits not less than USD 2,000,000 per occurrence and USD 4,000,000 aggregate including products/completed operations; professional liability/errors and omissions of at least USD 2,000,000; cyber liability of at least USD 2,000,000; workers' compensation as required by law; and automobile liability with limits not less than USD 1,000,000 combined single limit if vehicles are used

16.3 The insurance referred to above shall (i) be primary and non-contributory to any insurance maintained by Acre, (ii) name Acre as an additional insured to the extent of the Customer's indemnification obligations under this contract, and (iii) provide that the insurer will give Acre at least thirty (30) days' prior written notice of cancellation or material reduction in coverage. The Customer shall provide Acre with a certificate of insurance evidencing the foregoing upon request.

17. Payment Conditions and Invoicing

17.1 Invoices will be issued upon dispatch of the product. Payment shall be made within thirty (30) days from the invoice date. Acre may at its sole discretion differ payment terms depending on the credit rating of the Customer.

17.2 If the Customer fails to pay by the stipulated date, Acre shall be entitled to interest from the day on which payment was due. The rate of interest shall be 8 percentage points above the rate of the main refinancing facility of the European Central Bank in force on the due date of payment. In case of late payment Acre may, after having notified the Customer, suspend its performance of the contract until receipt of payment or terminate the contract and claim compensation for the loss Acre has incurred.

17.3 The Customer may not, based on a claim that it has against Acre, retain all or a portion of the amount due, nor offset any of that payment, without Acre's prior approval.

17.4 Where an Order is denominated in a currency other than the currency in Acre's then-current price list, Acre may adjust the price to reflect material adverse changes in the applicable exchange rate between the date of the offer and the date of invoicing.

18. Intellectual Property

18.1 All intellectual property rights in and to the Products, including but not limited to patents, trademarks, trade names, designs, copyrights, trade secrets and know-how owned, developed or licensed by Acre, shall remain the sole and exclusive property of Acre or its licensors. Except for the right to use the Products for their intended purpose, nothing in this Contract or any Order transfers, assigns or grants to the Customer any right, title, license or interest in or to Acre's intellectual property.

18.2 The Customer is not entitled to make use of or refer to any trademark, trade name, domain name, patent, design, copyright, or other intellectual property right of Acre, unless prior written consent of Acre has been obtained. Any authorized use shall be strictly in accordance with Acre's instructions and for the purposes specified.

18.3 Acre warrants that the Products will not result in or give rise to any infringement or misappropriation of any intellectual property right of a third party. For the avoidance of doubt, Acre shall indemnify and hold the Customer harmless against any claim relating to infringement of intellectual property rights of a third party in accordance with this Section 18.

18.4 If any claim covered by this Section 18 is made or is, in Acre's reasonable opinion, likely to be made, Acre shall either: (i) procure for the Customer the right to continue using the Products; (ii) modify or replace the Products so that they become non-infringing while meeting the agreed specification; or (iii) refund the purchase price for the affected Products against their return.

19. Confidentiality

19.1 Each party shall (a) observe complete confidentiality with respect to the disclosing party's Confidential Information, and (b) not use or disclose, or permit to be used or disclosed, the disclosing party's Confidential Information for any purpose other than as contemplated by the contract. "Confidential Information" means all non-public information disclosed by a party that is designated as confidential or that should reasonably be understood to be confidential given its nature or the circumstances of disclosure, including pricing, product roadmaps, specifications, business plans, and the terms of the contract. Each party shall use the same degree of care that it uses to protect its own confidential information of like kind, but in no event less than reasonable care.

19.2 The obligations in this clause do not apply to information which (i) was known to the receiving party before receipt from the disclosing party without an existing duty of confidentiality; (ii) is or becomes publicly known without the fault of the receiving party; (iii) is received from a third party without breach of any duty of confidentiality; or (iv) is independently developed without use of the disclosing party's Confidential Information.

19.3 The receiving party may disclose Confidential Information (a) to the extent required by law, court order, or a governmental authority, provided it gives prompt written notice where legally permitted and reasonable assistance to seek a protective order; and (b) to its professional advisers under confidentiality obligations at least as protective as those in this clause.

19.4 Upon termination of the contract or the disclosing party's written request, the receiving party shall return or destroy all Confidential Information in its possession and certify compliance in writing. Each party acknowledges that a breach or threatened breach of this clause may cause irreparable injury to the disclosing party, entitling it to seek injunctive relief in addition to any other available remedy. This confidentiality obligation shall survive termination or expiration of the Contract for five (5) years, and indefinitely with respect to trade secrets.

20. Data Protection and Sanctions

20.1 Each party shall comply with applicable data protection and privacy laws, including the GDPR (Regulation (EU) 2016/679), the UK GDPR, and applicable U.S. state privacy laws, in connection with any personal data exchanged under the Contract, such as the business contact details of the Customer's personnel. Acre will process such personal data as a controller for the purposes of performing the Contract, providing customer support, and managing the business relationship, as further described in Acre's privacy policy made available on Acre's website.

20.2 Where the Customer provides Acre with personal data of its employees, contractors, or other individuals in connection with an Order, the Customer shall ensure it has the necessary rights and legal basis to provide that data to Acre for the purposes described in this Section 20, and shall notify Acre without undue delay if it becomes aware of any inaccuracy in, or unauthorized disclosure of, such data.

20.3 The Customer acknowledges that Acre's obligation to fulfil the Contract is subject to the presumption that the fulfilment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.

20.4 The Customer represents and warrants that neither it nor any of its directors, officers, or, to its knowledge, beneficial owners is a person or entity that is the subject of trade sanctions administered by the United Nations, the European Union, the United States (including OFAC), or the United Kingdom, and that it will not use any such sanctioned person or entity to perform the contract. The Customer shall notify Acre immediately in writing if it becomes aware of any change in the foregoing.

21. General Provisions

21.1 **Entire Contract.** This Contract constitutes the complete and exclusive statement of the contract between the parties with respect to the subject matter hereof and supersedes all prior understandings and contracts, either oral or in writing, concerning its subject matter. Upon mutual execution of the parties, each Order shall be incorporated into and form a part of the Contract. In the event of any conflict between the terms of an Order and the Contract, these Contract shall prevail unless the Order expressly and specifically states that it is intended to override a named provision of the Contract.

21.2 **Assignment.** Customer may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without Acre's prior written consent. Acre may assign the Contract in its entirety, without consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of the Contract.

21.3 **Independent Parties**. The parties are and will act at all times as independent contractors, and nothing contained in the Contract will be construed or implied to create an agency, association, partnership or joint venture between the parties or to obligate either party to deal with the other on an exclusive basis.

21.4 **No Third-Party Beneficiaries.** Nothing in the Contract is intended to, nor will it, create any third-party beneficiaries, whether intended or incidental, and neither party will make any representations to the contrary.

21.5 **Waiver; Severability.** No waiver of any provision of the Contract is effective unless in writing and signed by both parties, and a waiver on one occasion is not a waiver of any other provision or occasion. If any provision is held illegal, invalid, or unenforceable, the remaining provisions shall continue in full force, and the parties shall replace the affected provision with a valid provision that most closely approximates its intent.

21.6 **Notices and Publicity.** Formal notices shall be in writing and delivered to the addresses stated in the Contract, by hand, by a nationally or internationally recognized overnight courier, or by certified or registered mail, and are effective on confirmed delivery (or, if sent by courier, on the next business day after dispatch, or if sent by certified or registered mail, three business days after deposit); notices of an administrative nature (e.g. invoice approvals) may be given by confirmed email. Customer shall not reference Acre, or use Acre's name, logo, or trademarks, in any publicity or public statement without Acre's prior written consent.

21.7 **Export.** Customer shall comply with all applicable export control, customs and foreign trade regulations ("**Foreign Trade Regulations**"). Any delivery under this contract is subject to the assumption that its performance does not conflict with any national or international export control regulations, e.g. embargoes or other sanctions. The Customer undertakes to provide Acre with all information and documents required for the export or transfer.

In case the delivery of the product is restricted or forbidden due to export control laws, Acre may, at its own discretion, forthwith suspend the rights and obligations of the Customer until further notice and/or terminate the contract (wholly or in part) without prior notice. Acre shall in no event be liable for any expenses or damages resulting from export control related issues. Accordingly, delay in delivery caused by any export control related issue shall not entitle the Customer to liquidated damages under Section 4.7.

The Customer agrees that it will not export, re-export, or otherwise distribute the product in violation of any national or international export control regulations. The Customer shall not sell, ship, transfer, provide access to, or otherwise make available any product to any person, entity, or jurisdiction that is the subject of applicable restricted-party lists, comprehensive sanctions, or embargoes, or for any prohibited end use, including weapons, missile, nuclear, or chemical or biological applications. Acre may, on reasonable notice, audit the Customer's relevant books, records, and compliance processes to verify compliance with this clause, and the Customer shall cooperate fully and promptly remedy any non-compliance identified. The Customer shall indemnify Acre for any claims, losses, costs, liability and charges, including reasonable legal fees incurred by Acre as a result of the Customer's breach of any export control regulations.

21.8 **Anti Bribery and Anti Corruption.** The Customer shall comply with all applicable laws and regulations, including those relating to product safety, anti-slavery and human trafficking, anti-money laundering, unfair competition, and consumer protection, to the extent applicable to its dealings with Acre hereunder.

The Customer shall (i) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti- corruption including but not limited to the UK Bribery Act and the US Foreign and Corrupt Practice Act ("Relevant Requirements") (ii) have in place and maintain its own policies and procedures relating to anti-bribery and anti-corruption (iii) promptly report to Acre any request or demand for any undue financial or other advantage of any kind received by Customer in connection with this contract (iv)

immediately notify Acre if a foreign public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer (and the Customer warrants that it has no foreign public officials as officers, employees or direct or indirect owners) and (v) not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements. The Customer shall provide such supporting evidence of compliance as Acre may reasonably request. Breach of this clause shall be deemed a material breach which entitles Acre to immediately terminate the contract and claim compensation for any loss Acre has incurred.

21.9 **Survival.** All provisions that by their nature are intended to survive termination or expiration of the Contract shall survive, including without limitation Section 6 (Warranty and Defects); Section 12 (Term, Termination and Insolvency); Section 14 (Indemnity); Section 15 (Limitation of Liability); Section 17 (Payment); Section 18 (Intellectual Property) and Section 19 (Confidentiality); Section 20 (Data Protection); and Section 21 (General Provisions).

21.10 **Applicable Law and Disputes.** The Contract and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with:

Contracting party is:	**Governing law is:**	**Courts with exclusive jurisdiction are located in:**
Time Data Security (TDS) Ltd.	Ireland	Dublin, Ireland
Vanderbilt International (SWE) AB	Sweden	Stockholm, Sweden
Security Identification Systems Corporation, dba Acre Security Americas Solutions; SGI Matrix, LLC, dba Acre Security Americas Solutions; Vanderbilt, LLC, dba Acre Security Americas; Communications Network, LLC	New York, USA	New York, New York, USA

Notwithstanding the foregoing, either party may seek interim or injunctive relief from any court of competent jurisdiction to protect its confidential information or intellectual property rights pending resolution of the substantive dispute by the court of competent jurisdiction identified above, without such action being deemed a waiver of the parties' contract as to jurisdiction.

The parties undertake, indefinitely, not to disclose the existence or contents of any judgment or decision related to or in connection with the contract or any information regarding negotiations, court proceedings or mediation in connection therewith. This confidentiality undertaking shall not apply in relation to information which a party is required to disclose by law, pursuant to an order of a governmental authority, pursuant to applicable stock exchange rules, or which may be required for the enforcement of a judgment or an award.

21.11 **Force Majeure.** Neither party shall be liable for any failure or delay in performing its obligations under the contract to the extent such failure or delay is caused by an event beyond its reasonable control, including but not limited to acts of God, natural disaster, fire, flood, pandemic or epidemic, war, terrorism, civil unrest, governmental action, failure of public utilities breakdown in or loss of production from plant or equipment, and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this clause or telecommunications networks (a "Force Majeure Event"). The affected party shall notify the other party in writing without undue delay after becoming aware of the Force Majeure Event, describing its nature and expected duration, and shall use reasonable endeavors to mitigate its effects. For the avoidance of doubt, a Force Majeure Event affecting Acre shall suspend, but not extend, the delivery deadlines and liquidated damages under Section 4.4-4.8 for the duration of the event, provided Acre has given the notice required by this Section. If a Force Majeure Event affecting Acre continues for more than thirty (30) consecutive days, Acre may terminate the contract or the affected purchase order, in whole or in part, by written notice to the Customer with immediate effect and without liability, save for payment for Products already delivered and accepted in accordance with Section 17.