General Terms for Supply, Installation and Use

Doc 2026-10-07

1 PREAMBLE

These General Terms for Supply, Installation and Use ("**Terms**") shall apply when the parties agree in writing or otherwise, including by means of reference to these Terms in other documents.

2 DEFINITIONS

In these Terms:

2.1 **"Affiliate"** means any legal entity or natural person (i) directly or indirectly owning or controlling an entity or natural person; (ii) under the same direct or indirect ownership or control as the entity or natural person; or (iii) directly or indirectly controlled by the entity or natural person. Ownership or control shall exist through direct or indirect ownership of more than fifty percent (50%) of the issued equity share capital or of more than fifty percent (50%) of the voting rights;

2.2 **"Apstec"** means the Apstec company identified in the Order or Quotation;

2.3 "**Confidential Information**" shall mean any data or information disclosed by Apstec, its Affiliate, authorized distributor or reseller, to the extent such disclosed information is non-public, proprietary in nature or otherwise confidential, including, but not limited to:

2.3.1 any scientific or technical information, invention, design, process, procedure, formula, improvement, modifications, technology or method;

2.3.2 any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and

2.3.3 any other information that should reasonably be recognized as confidential information of Apstec or its Affiliates. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Purchaser and the End-User acknowledge that the Confidential Information is proprietary to Apstec or its respective Affiliates, has been developed and obtained through great efforts by Apstec and/or its Affiliates and that Apstec and its Affiliates regard all of their Confidential Information as trade secrets;

2.4 **"End-User"** means first end-customer who purchased for its own use the Goods directly from Apstec or from its authorized distributor or reseller. Installation for its own use makes the Purchaser, the authorized distributor or reseller the End-User in relation to the respective Goods;

2.5 **"Goods"** means any goods, including Software, specified in the Quotation, and, unless the context or the Terms specify otherwise, also including Services;

2.6 **"In Writing"** means issued on paper or in electronic form (including e-mail) with proof of receipt or by incorporation by reference to the extent permitted under the applicable laws;

2.7 **"Order"** means the contract between Apstec and the Purchaser for the sale of Goods and Services referring to these Terms, and all appendices, including agreed written amendments and additions thereto;

2.8 **"Purchaser"** means legal entity or natural person who has purchased, or agreed to purchase, the Goods and/or Services. Purchaser may act as an authorized distributor or reseller or End-User, the latter to apply only if expressly indicated in the Order;

2.9 **"Quotation"** means a document setting out the substantial conditions of an Order and addressed by Apstec to the Purchaser;

2.10 **"Services"** means any services, including installation of the Goods, their maintenance and other services;

2.11 **"Software"** means programs built in the Goods or otherwise installed in computing units under the cover of any item of the Goods, and programs supplied on separate data media;

2.12 **"Territory"** shall mean the country of the Purchaser unless otherwise agreed with Apstec In Writing.

3 PRODUCT INFORMATION AND ENTIRETY OF THE CONTRACT

3.1 All information and data contained in general product documentation, including, without limitation and only by way of example, any specifications, drawings or descriptions that may be contained in manuals, ads, catalogues or price lists, whether published or provided directly by Apstec to the Purchaser, shall be binding only to the extent that they are by reference In Writing expressly included in the Order.

3.2 Unless otherwise specifically agreed by Apstec In Writing, these Terms shall apply to any Order accepted by Apstec, whether or not based on a Quotation, and shall exclude and prevail over any provisions contained in any document issued by the Purchaser.

3.3 Parties expressly agree that the Order, together with any modifications or amendments thereto, any other contracts to which these Terms apply, as well as any legal notices made by the parties shall be made in Writing and signed by an authorized representative of the respective party (including signing by means of electronic signatures).

4 PRICE AND PAYMENT

4.1 Price of the Goods is that current at the date of the Quotation and is valid for a period stated by Apstec therein or elsewhere In Writing.

4.2 The Goods shall be as specified in the Order as confirmed by Apstec In Writing, and Apstec reserves the right to increase the price if the Purchaser requests any variation to the Order or modification to the Goods to fit for the particular purpose of the Purchaser.

4.3 The price of the Goods includes the cost of basic single-use packaging, unless otherwise agreed by the Parties. The cost of any other packaging requested by the Purchaser In Writing shall be determined at the date of invoice and shall be payable by the Purchaser.

4.4 The price is exclusive of any national, state or local sales, use, value added or other taxes, customs duties, import licenses fees or similar tariffs and fees which shall be the responsibility of the Purchaser. In the event that Apstec is required to pay any such taxes, duties or fees, they will be invoiced to the Purchaser. The Purchaser will also be charged by Apstec for insurance and delivery.

4.5 All payments shall be made in EUR unless otherwise agreed In Writing. Any payment shall be deemed effected only after the Apstec's account has been irrevocably credited for the amount due.

4.6 The Purchaser is not entitled to make any deductions from the price of the Goods in respect of any set-off or counterclaim unless the validity and the amount thereof have been expressly confirmed by Apstec In Writing.

4.7 Apstec may invoice the Purchaser for Goods sixty (60) or fewer days in advance of the shipment date, unless otherwise agreed In Writing.

4.8 Unless it has been expressly agreed In Writing otherwise, all Services are provided to the Purchaser on a time and materials basis. When the Services are provided on a time basis, they shall be invoiced on a monthly basis, and the following items shall be separately charged: (a) all travelling expenses incurred by Apstec in respect of its personnel and the transport of their equipment and personal effects (within reasonable limits); (b) cost of board and lodging and other living expenses including any appropriate allowances of the Apstec's personnel for each day's absence from their homes, including non-working days and holidays. The daily allowances shall be payable even during incapacity caused by sickness or accident; (c) the time worked, which shall be calculated by reference to the number of hours certified as worked in the timesheets signed by the Purchaser. Overtime and work on weekends, holidays and at night shifts shall be charged at special rates. The rates shall be as agreed in the Order or, failing agreement, as normally charged by Apstec. Save as otherwise provided, the hourly rates cover the normal wear and tear of the Apstec's tools and light equipment; (d) time necessarily spent on (i) daily travel of the Apstec's personnel between lodgings and the site, if it exceeds half an hour each way and there are no suitable lodgings closer to the site; (ii) waiting when work is prevented by circumstances which are

not attributable to Apstec; (e) any expenses incurred by Apstec in accordance with the Order in connection with the provision of equipment by Apstec; (f) any taxes and dues levied on the invoice and payable by Apstec in the country where the Services are provided; (g) any costs which could not reasonably be foreseen by Apstec and are caused by a circumstance which is not attributable to Apstec; (h) any extra costs resulting from the applicability of mandatory rules of the Purchaser's country in the social field; (i) any costs, expenses and time spent resulting from extra work which is not attributable to Apstec. If these costs are time related, they shall be charged at applicable rates.

4.9 The Purchaser shall make full payment for the Goods within thirty (30) days after the date of the respective invoice unless other payment arrangements are specifically agreed In Writing. This payment term applies to any other payments hereunder unless explicitly stated otherwise.

5 PURCHASER'S DEFAULT

5.1 If the Purchaser anticipates that it will be unable to fulfil in time its payment obligations or obligations necessary for carrying out installation or acceptance, it shall immediately notify Apstec thereof stating the reason and, if possible, the time when it will be able to carry out its obligations.

5.2 Apstec may charge interest on any late performance at the rate of ten (10) per cent per annum, such interest to accrue on a daily basis from the due date until the payment of the overdue amount or other belated performance. The interest is payable together with the overdue amounts.

5.3 Payment term is a material condition of the contract, and delay in payment by the Purchaser will also entitle Apstec to refuse to supply Goods under the present or any other contract with the Purchaser, without incurring any liability to the Purchaser. No defect in the Goods may serve as grounds for payment delay or adjustment of the price by the Purchaser.

5.4 Apstec is entitled to a continuing security interest in the Goods now and hereafter acquired by the Purchaser, and in all proceeds derived from the resale of such Goods, to secure payment of all moneys due from the Purchaser. Apstec shall also be entitled, in the event of the Purchaser's being insolvent or failing to pay any amounts due under any other contract with Apstec, to a general lien on all Goods of the Purchaser in the Apstec's possession for the unpaid price of the Goods sold to the Purchaser by Apstec under this or any other contract. The Purchaser acknowledges that this clause constitutes a security agreement and hereby authorizes Apstec to file any financing statements or other documents necessary to perfect the Apstec's said security interest and general lien in any public office in any jurisdiction deemed necessary by Apstec. The Purchaser hereby grants Apstec a limited power of attorney for the sole purpose of executing, in Apstec's name, such financing statements and related documents.

5.5 Apstec reserves the right to change the terms of payment if it reasonably appears that Purchaser's financial condition requires such changes, and may demand assurances of the Purchaser's ability to pay whenever it reasonably appears that such ability is in doubt. Such demand shall be In Writing, and Apstec may suspend production and shipments upon sending such a demand, without incurring any liability to the Purchaser.

6 DELIVERY, TITLE, RISK OF LOSS

6.1 The Goods shall be shipped to the Purchaser FCA (INCOTERMS 2020) Apstec warehouse in Tallinn, Estonia, unless otherwise agreed between the Parties in the Order. Said INCOTERMS term shall apply in all respects except where it is inconsistent with the terms hereof.

6.2 Risk of loss and damage shall pass to the Purchaser when Apstec has loaded the Goods to the Purchaser's first carrier. Title to the Goods shall pass to the Purchaser only upon Apstec's receipt of full payment for the respective Goods. Any delays by the Purchaser, including, without limitation, in making payment, arranging shipment or import licenses, or similar, shall result in immediate transfer of the risk of loss to the Purchaser.

6.3 Apstec is entitled to make partial deliveries by instalments, to determine the route and manner of delivery of the Goods and to make such contract with any carrier as Apstec may deem reasonable. If the route involves sea transit, Apstec shall not be obliged to give the Purchaser any notice.

6.4 Apstec shall have no liability for damage of the Goods unless notice of a claim is received by Apstec within three (3) calendar days of the Goods being received by the Purchaser.

6.5 Unless otherwise stated In Writing, the time for the delivery of Goods shall commence from the date on which the acceptance of the Order is communicated to the Purchaser. Any dates quoted for delivery are approximate only, are beyond Apstec's control, and the time of delivery is not of the essence.

6.6 Delivery and the Purchaser's acceptance of the Goods in terms of quantity and completeness of set shall be deemed to have taken place at the earliest time specified by INCOTERMS for the transfer of risk to the Purchaser. Signature of any delivery note by any agent, employee or representative of the Purchaser or by any independent carrier shall be conclusive proof of the delivery and the Purchaser's acceptance of Goods in terms of quantity and completeness.

6.7 The Purchaser is obligated to receive the Goods and/or Services when they are delivered or scheduled for delivery in accordance with the Order. In the event that the Purchaser is unable or refuses, for any reason, to accept the delivery of the Goods or if there is any other delay by the Purchaser, Apstec shall have the right, without prejudice to its other rights, to invoice the Purchaser for the respective Goods, and they shall be deemed delivered. Apstec is entitled to invoice the Purchaser for reasonable costs of re-delivery, transport insurance, storage, handling and other related out of pocket expenses.

6.8 Any Purchaser delays shall automatically extend any agreed time for the Apstec's performance under the same Order. Apstec shall not be liable to the Purchaser for any penalty, damage or loss resulting directly or indirectly from any Purchaser's delays.

6.9 In the event of partial delivery of the Goods by instalments, such instalments shall be invoiced and paid for separately and each instalment shall be construed as constituting a separate agreement governed by these Terms. Any delay or defect in an instalment shall not entitle the Purchaser to cancel any other instalment.

6.10 In the event of any delay in delivery or installation, whether attributable to cause outside the Apstec's control or not, Apstec shall be under no liability whatsoever to the Purchaser.

7 SALES BY THE PURCHASER

7.1 The Purchaser undertakes to Apstec that in respect of any resales of the Goods the Purchaser shall:

7.1.1 when re-selling the Goods, cause the End-User to adhere to these Terms to the extent applicable to End-Users;

7.1.2 maintain the record of all such sales, including the names, dates and addresses of End-Users, places of installation of the Goods, and provide such details to Apstec within thirty (30) days of the Apstec's written request;

7.1.3 procure that none of its employees, agents or representatives shall make any representation or statement in relation to the Goods which is not contained in, or referenced to, clause 7.1 above and indemnify Apstec against all costs, expenses, loss or damage incurred as a result of any breach by the Purchaser or any of its employees, agents or representatives of any of the provision of this clause 7;

7.1.4 provide all End-Users with the user manual and general product documentation to the relevant Goods and make it clear to the End-Users that training and service support are available directly from Apstec, and pass on to Apstec any relevant requests, unless the Purchaser itself is explicitly entitled by Apstec to provide such services to the End-Users;

7.1.5 comply with all applicable export control laws and regulations;

7.1.6 receive, process and handle all warranty claims and enquiries of End-Users who have bought the Goods from the Purchaser, and serve as single point of contact for all such End-Users. If the Purchaser is not entitled by Apstec to provide service support in the Territory, then the Purchaser shall only serve as a single point of contact and shall forward all warranty claims and enquiries to Apstec, unless otherwise instructed by Apstec;

7.1.7 execute re-sale of the Goods only within the Territory, unless otherwise expressly permitted by Apstec In Writing.

8 INSTALLATION

8.1 Unless otherwise agreed In Writing, installation of Goods at the End-User's site is performed by Apstec on a time and materials basis. The Purchaser shall make sure that preparatory work be performed in good time to ensure that the conditions necessary for installation of the Goods and for their correct operation are fulfilled in accordance with the specifications furnished by Apstec for this purpose.

8.2 All product information in respect of the Goods contained in the user manual and general product documentation are based on testing results obtained by Apstec and provided to the Purchaser, and Apstec gives no warranty that the Goods will perform in different conditions or will fit for any particular purpose to which the Purchaser or the End-User will put them.

8.3 The Purchaser shall ensure that:

8.3.1 Apstec's personnel are able to start work in accordance with the agreed time schedule and to work during normal working hours, unless works performed outside normal working hours are required to the extent deemed necessary by Apstec;

8.3.2 Apstec has been in good time informed In Writing of all relevant safety and other necessary regulations in force at the site. Installation shall not be carried out in unhealthy or dangerous surroundings. All necessary safety and precautionary measures shall have been taken before installation is started and shall be maintained throughout the installation;

8.3.3 Apstec's personnel are able to obtain suitable and convenient board and lodging in the neighbourhood of the site and have access to internationally acceptable hygiene facilities and medical services;

8.3.4 Apstec is provided free of charge at the proper time on site with sufficient offices on the site, equipped with telephone and access to the Internet; all necessary cranes, lifting equipment and equipment for transport on the site, auxiliary tools, machinery, materials and supplies (including electricity, lighting, heating, Internet access, etc.). All such requirements must be specified by Apstec In Writing in advance of the installation works;

8.3.5 Apstec is supplied free of charge with necessary storage facilities, providing protection against theft and deterioration of the Goods, the tools and equipment required for installation and the personal belongings of the Apstec's personnel;

8.3.6 if the Goods require mandatory approvals (e.g., type approvals) under local laws, the Purchaser must obtain them prior to import at its own expense. The Purchaser shall be fully liable for all costs, losses, and damages resulting from any failure to secure such approvals in a timely manner;

8.3.7 the Purchaser complies with the EU Data Act and the EU Cybersecurity Act to the extent applicable to its performance under this Agreement;

8.3.8 the Goods are stored in secure areas under the continuous supervision of the Purchaser or End-User.

8.4 The Purchaser shall give all necessary assistance to ensure that the Apstec's personnel obtain, in good time, visas and any official entry, exit or work permits and (if necessary) tax certificates required in the Purchaser's country. The assistance as such shall be provided free of charge.

8.5 Apstec shall ensure that all works are carried out in accordance with any laws, regulations and rules which are applicable to them. If required by Apstec, the Purchaser shall provide the relevant information on these laws, regulations and rules In Writing. Apstec shall carry out any variation work necessary to comply with changes in laws, regulations and rules referred to in this clause above, or their generally accepted interpretation, occurring between the date of Quotation and installation. The Purchaser shall bear the extra costs and other consequences resulting from such changes, including variation work. If the parties are unable to agree on the extra costs and other consequences of changes in laws, regulations and rules referred to in this clause above, Apstec shall be compensated for any variation work on a time basis.

8.6 When the Goods are installed at the site, tested and shown to be operating to the satisfaction of Apstec, the Purchaser shall be deemed to have accepted the Goods in terms of quality. Successful completion of the acceptance of the Goods shall be certified In Writing, in the form of a statement of acceptance issued by Apstec and acknowledged by the Purchaser.

8.7 In case when for any reason acceptance testing has not been done within 45 days after the delivery date, the Goods are deemed to have been accepted by the Purchaser in terms of quality.

8.8 If a substantial defect is discovered after the acceptance of Goods, the Purchaser may serve Apstec a respective notice within the warranty period. If Apstec is so notified, it shall use its reasonable endeavours to remedy any such defect within a reasonable time and the Purchaser shall be deemed to have accepted the Goods within seven (7) days of such defects being remedied.

8.9 In case when for any reason acceptance testing has not been done within 45 days after the delivery date, the Goods are deemed to have been accepted by the Purchaser in terms of quality.

9 EXPORT COMPLIANCE

9.1 The Purchaser shall comply with the export laws and the EU and the US regulations, and those of other applicable jurisdictions in using the Goods, and shall obtain any permits, licenses, and authorizations required for such compliance.

9.2 Without limiting the foregoing, the Purchaser (a) represents that it is not named on any US, EU or other relevant jurisdiction's list of persons or entities prohibited from receiving exports; (b) shall not authorize any persons to access or use the Goods in violation of any US, EU and other relevant jurisdiction's export embargo, prohibition or restriction; and (c) shall comply with all applicable laws regarding the transmission of technical data exported from the US, the EU, any other relevant country.

9.3 The Purchaser shall inform Apstec of any possible violation (including past violations) of this clause 9 and shall abide by Apstec's determination to cease the transfer or use of the Goods as Apstec determines in its sole discretion with Apstec incurring no liability therefor. Within twenty-four (24) hours of Apstec's request, the Purchaser shall certify to Apstec In Writing in a form acceptable to Apstec at its discretion that the Purchaser is complying with the

requirements of this clause 9. All of the obligations set forth in this clause 9 shall survive any termination of the contract to which this warranty applies.

10 NON-DISCLOSURE, NON-USE AND CONFIDENTIALITY

10.1 The Purchaser or the End-User shall keep all Confidential Information received from Apstec and its Affiliates in whatever form as strictly confidential, and shall:

10.1.1 limit disclosure of any Confidential Information to its directors and employees (collectively "**Representatives**") who have a need to know such Confidential Information in order to duly operate the Goods in accordance with applicable Apstec's instructions;

10.1.2 advise its Representatives of the proprietary nature of the Confidential Information and of the obligations to keep the Confidential Information confidential;

10.1.3 itself as a company together with its Representatives keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information;

10.1.4 maintain a list of persons having obtained access to the Confidential Information and shall deliver the list to Apstec at request;

10.1.5 not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein); and

10.1.6 assume liability for any breach of confidentiality and non-use by the Representatives to whom the Purchaser have disclosed Confidential Information under the terms hereof.

10.2 The Purchaser or the End-user agrees to use the Confidential Information solely for the purpose of operating the Goods in accordance with the Apstec manuals and instructions, and not for any purpose other than as authorized hereby without the prior written consent of Apstec.

10.3 No other right or license, whether expressed or implied, in the Confidential Information is granted to the Purchaser or the End-User hereunder. Title to the Confidential Information will remain solely in Apstec and its respective Affiliates.

10.4 The Purchaser or the End-User acknowledges and agrees that under these Terms, neither Apstec nor its Affiliates are making any representation or warranty as to the accuracy, reliability or completeness of any of the Confidential Information.

11 WARRANTY OBLIGATIONS AND LIABILITY LIMITATION

11.1 Apstec provides equipment warranty for the Goods:

11.1.1 only in countries where Apstec has an authorized distributor or reseller, unless expressly stated by Apstec otherwise In Writing;

11.1.2 only to End-Users, and never with regard to second hand equipment;

11.1.3 if the Goods remain in the possession of the End-User and bear the original Apstec's serial numbers sticker or similar identifiers, remain in the sealed original product cover having all manufacturer's external and internal seals intact, all pieces of the Software were only accessed or altered with prior Apstec's authorization and have not been tampered in any way;

11.1.4 that are installed according to the originally chosen installation option (i.e. stand-alone or back-to-back). Non-compliance will void the warranty and all service obligations.

11.2 Apstec offers the End-User a twelve (12) months warranty on Goods for defects in material and workmanship for a period from the date of completion of installation at the End-User site, but in no event shall the warranty period extend beyond fifteen (15) months after the date of original shipment by Apstec. Warranty shall not be passed to third parties and warranty repairs do not extend the warranty period.

11.3 The warranty covers only failures due to manufacturing faults that occur during normal use within the warranty period, and are conditioned upon proper use of the Goods in the application for which they are intended. No warranty shall extend to reasons beyond control of Apstec or its authorized distributors and resellers, faults resulting from normal wear, misuse, abuse, corrosion, Acts of God, accidents of any nature, negligence, improper storage, damage incurred during loading or transportation or any other related similar events.

11.4 Neither Apstec, nor its authorized distributors and resellers will be liable for consequential damages or for breach of any implied warranty. The sole responsibility of Apstec under the foregoing warranty shall be limited, at its option, to the repair or replacement FCA (INCOTERMS 2020) Apstec warehouse in Tallinn, Estonia of defective parts

returned prepaid by the End-User. Replacement parts supplied by Apstec will be guaranteed for the remainder of the warranty period or ninety (90) days from date of shipment, whichever is greater.

11.5 THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). REPAIR OR REPLACEMENT IN THE MANNER PROVIDED ABOVE SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF END-USER FOR BREACH OF WARRANTY AND SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF APSTEC WITH RESPECT TO THE QUALITY AND PERFORMANCE OF THE GOODS. AN END-USER'S FAILURE TO PAY THE FULL PURCHASE PRICE FOR PRODUCTS HEREUNDER OR ANY OTHER OUTSTANDING BALANCE SHALL AUTOMATICALLY VOID ANY OF APSTEC'S WARRANTY OBLIGATIONS CONTAINED HEREIN.

11.6 In the event the End-User wishes to make a warranty claim, the warranty claim form needs to be submitted to the Apstec authorized distributor or reseller in the Territory who sold the respective Goods to the End-User; any direct warranty claim received by Apstec will be forwarded to the authorized distributor or reseller, unless expressly stated by Apstec otherwise In Writing. If incomplete information is provided, this may delay the processing of the warranty claim.

11.7 Disclaimer. Some jurisdictions do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain supplied products, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to the End-User. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives the End-User specific legal rights, which may vary depending on local law.

11.8 The End-User is not entitled to any maintenance or new versions of the Goods or the Software. Such new versions, updates and improvements must be purchased and licensed separately at the then current prices. Maintenance is provided optionally under a separate agreement.

11.9 In cases when any update or improvement developed for the Goods may be considered mandatory for Apstec to install and implement, the parties agree that the End-User is obligated to purchase such updates and improvements from Apstec at the then current prices, and to compensate Apstec for any related costs.

11.10 The End-User's use of the Goods or the Software may require the purchase of separate licenses to use particular features, functionalities, operations, or capabilities.

11.11 In cases when the End-User refuses to install any update or improvement Apstec considers necessary, such refusal leads to annulment of the warranty by Apstec in respect to the related Goods

12 LICENSE

12.1 Subject to payment of applicable purchase price and license fees, Apstec hereby grants and agrees to grant to the End-User a non-exclusive, non-transferable, nonsublicensable temporary license to install and use the Software with the Goods solely for the End-User's own business operations, at the premises expressly notified to the authorized Apstec distributor or reseller when ordering the Goods, only in accordance with relevant end-user documentation provided by Apstec.

12.2 The End-User is relying on its own skill and judgement in relation to the Software licensed hereunder, and Apstec accepts no liability whatsoever for any knowledge it or its employees, agents or representatives may possess as to the purpose for which the Goods or the Software are supplied.

12.3 The End-User acknowledges that:

12.3.1 the Goods are intended to be used as security screening equipment, in order to assist in the detection of illegal and/or hazardous materials;

12.3.2 the degree of success with which the Goods will fulfil their intended use is dependent on numerous factors, including without limitation, the sophistication of efforts to conceal illegal and/or hazardous materials, the chemical identity and quantity of such materials, the skill, diligence and qualifications of the operator (where applicable) and environmental conditions;

12.3.3 any statements and/or advice given by Apstec or Apstec's servants or agents to the End-User or End-User's servants or agents as to any matter relating to the Goods or the Software are given without responsibility and shall not give rise to any liability whatsoever on the part of Apstec;

12.3.4 no security screening equipment is capable of detecting every threat, and the End-User has no expectation that the Goods are capable of detecting, or that they will detect, all illegal and/or hazardous materials (this being the case whether the Goods are operated with or without an operator supervision, and regardless of the degree of diligence with which Services are or have been performed).

12.4 Apstec makes no guaranty or warranty as to the results that will be achieved through the use of the Goods or the Software, and it is agreed that the sole responsibility for such results shall be borne by the End-User.

12.5 Nothing herein shall exclude or limit the liability of Apstec for: (i) death or personal injury resulting from negligence of Apstec; (ii) fraud or fraudulent misrepresentation; (iii) any matter in respect of which it would be unlawful for Apstec to exclude or restrict liability.

12.6 WITHOUT PREJUDICE TO CLAUSE 12.5 ABOVE, NEITHER APSTEC, NOR ITS AFFILIATES SHALL BE UNDER ANY LIABILITY WHATSOEVER TO THE END-USER WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, FOR ANY INDIRECT OR CONSEQUENTIAL LOSS, LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF GOODWILL, DAMAGES RESULTING FROM SUBSTITUTE PROCUREMENT, LOSS OF USE, LOSS OF DATA, LOSS OF SAVINGS, LOSS OF BUSINESS, OR FAILURE OR DELAY IN PERFORMANCE, EVEN IF APSTEC OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES AND WHETHER OR NOT ARISING OUT OF ANY END-USER'S LIABILITY TO ANY OTHER PERSON.

12.7 Without prejudice to clauses 12.5 and 12.6 above, the total aggregate liability of Apstec and its Affiliates resulting from any breach of contract, breach of a duty of care, breach of a statutory duty, product liability or otherwise howsoever caused or suffered shall be limited to the lower of: (i) the amount of the Order to which the Goods relate or (ii) €100,000, and all conditions, warranties or other terms whether express or implied, statutory or otherwise, inconsistent with provisions of this clause 12.7 are hereby expressly excluded.

12.8 To the fullest extent permitted by applicable law, the End-User shall indemnify Apstec and its Affiliates from and against any and all liabilities, costs, expenses, damages and losses suffered or incurred by Apstec arising out of or in connection with:

12.8.1 any claim made against Apstec by a third party arising out of or in connection with the provision of Services or the supply of Goods or Software, to the extent that such claim arises out of the breach of contract, breach of statutory duty, negligence, or failure or delay in performance by the End-User, End-User's employees, agents or subcontractors; and

12.8.2 any claim made against Apstec by a third party for death, personal injury or damage to property arising from the End-User's use and/ or operation of the Goods or the Software.

12.9 The End-User agrees to defend, indemnify and hold Apstec, its Affiliates and its and their respective officers, partners, directors, employees, agents, successors, and assigns harmless from all losses and threatened losses arising out of or in connection with (a) any breach by the End-User of any provision hereof (including in connection with enforcement hereof); (b) the exposure of the Goods to hazardous materials, regardless of whether or not: (i) the exposure to hazardous materials was caused by the End-User or within End-User's control; (ii) Apstec was aware of such exposure; and (iii) any negligence or other fault that Apstec contributed to, or is alleged to have contributed to, except and only to the extent a respective loss was adjudicated to be caused by the wilful misconduct or gross negligence of Apstec.

12.10 Except where it is expressly stated otherwise and unless expressly authorized by Apstec, and only to the extent established by applicable statutory law, the End-User and/ or the Purchaser is not allowed to (nor to direct or permit any third party to):

12.10.1 copy or otherwise reproduce, in whole or in part, any Software contained in the Goods or Software supplied on a separate data media, except for copies solely for back-up or disaster recovery purposes;

12.10.2 remove or attempt to remove the product cover from any item of the Goods or tamper with any of the Goods' sealed internal workings or components;

12.10.3 attempt to decipher, reverse translate, decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the Goods including any Software;

12.10.4 remove or modify any markings or any notice of the proprietary rights of Apstec or its Affiliates that appear on Goods or Software provided (and must reproduce such markings and notices on any backup copy) as well as attempt to modify the Goods or incorporate any part of the Goods or the Software, or create a derivative work of any portion of the Goods or the Software;

12.10.5 disclose results of any Goods or Software usage.

12.11 Notwithstanding any provision of clause 12.10 hereof to the contrary, the Software is licensed to the End-User for its own operations, solely for detecting explosives and hazardous materials in public places, and it is not allowed for the End-User to (nor to direct or permit any third party to):

12.11.1 reproduce any Software, except where all of the following criteria are met: (a) for the purpose of connecting with the Goods in accordance with its functionality as described in the user manual and general product documentation for which the End-User has paid the applicable fees to Apstec or a distributor or reseller; (b) only within the designated limits of the End-User's license; (c) only for an agreed restricted maximum number of Software copies, users or computer instances (as the case may be);

12.11.2 allow any other party to use, access, rent or distribute any Goods or Software, nor any portion thereof.

13 INTELLECTUAL PROPERTY RIGHTS

13.1 The End-User acknowledges that Apstec and its respective Affiliates are, and shall remain, the owners and, where applicable law allows, the sole proprietors of any and all copyrights, patents, inventions, utility models, know-how, designs, trademarks, trade names, domain names, product names, logos and copyrights, both registered and non-registered and applications for any of the aforementioned respectively as well as any trade secrets, relating to or vested in the Goods, the goodwill associated therewith and/or in any associated materials of Apstec ("**Apstec IPR**").

13.2 In the event of any claim being made or action being brought or threatened in respect of infringement involving the Apstec IPR, the End-User (a) shall notify Apstec forthwith if it becomes aware of any threatened infringement of Apstec IPR and of any claim by any third party that the marketing or sale of the Goods or Software in the Territory infringes any rights of any other person; (b) will make no admission in respect thereof and will notify Apstec thereof forthwith and Apstec shall be entitled to conduct all negotiations and take all necessary proceedings to dispute the same in its own name and in End-User's name and the conduct of all proceedings and negotiations shall be completely at the discretion of Apstec. In such event the End-User will execute all such documents and do all such things and render all such assistance to Apstec as Apstec shall require. The End-User shall indemnify Apstec against all costs, expenses, loss or damage incurred by Apstec in respect of any claim being made or action brought or threatened as a result of work done in relation to Goods and Software by Apstec in accordance with End-User's specification or by the use to which the Goods or Software are put by the End-User where such use is not in accordance with the purpose for which the Goods are designed.

13.3 The End-User shall immediately cease all use of Apstec IPR upon expiration or termination hereof, or upon the End-User's sale or other alienation of the respective Goods. The End-User agrees not to contest or challenge the validity of Apstec IPR. Any and all goodwill accrued in Apstec IPR shall inure solely to the benefit of Apstec, as applicable. In the case Apstec needs to prove the use or goodwill of Apstec IPR, the End-User shall collect and submit materials and documentation regarding the use of Apstec IPR, as requested by Apstec, without delay.

14 GOVERNING LAW AND DISPUTE RESOLUTION

14.1 The Parties agree that the laws of Sweden, without giving effect to any conflict of laws provisions thereof, shall govern the interpretation, enforcement and performance of these Terms and any other contractual relations between the parties. Apstec and the Purchaser each expressly waive and disavow any rights that may accrue under any other body of law. Parties have further agreed that neither the Convention on Contracts for the International Sale of Goods (CISG), nor the Swedish International Sale of Goods Act, nor the Swedish Sale of Goods Act shall apply to these Terms.

14.2 It is the intention of the parties to use their reasonable best efforts to informally resolve, where possible, any dispute, claim, demand or controversy arising out of the performance of these Terms by mutual negotiation and cooperation. Parties additionally agree that the negotiation period shall in any case be not more than six (6) months from the date when first written claim has been filed by one of the parties to the other, unless otherwise agreed by the parties In Writing.

14.3 Any dispute, controversy or claim arising out of or in connection with these Terms or any contractual obligations of the parties, or the breach, termination or invalidity thereof, shall be finally settled by the Arbitration Institute of the Stockholm Chamber of Commerce ("**SCC**") in accordance with the SCC Rules for Expedited Arbitrations, 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. The seat of the arbitration shall be Stockholm. The language of the arbitration shall be English.

15 FORCE MAJEURE

15.1 Apstec shall not be liable to the Purchaser, nor to the End-User, for any loss or damage arising due to delay or non-performance of its obligations under these Terms arising from any cause beyond its reasonable control including, without limitation, any of the following: Acts of God, exceptional adverse weather conditions, flood, lightening or fire (except if the cause of fire originates from the Goods), strike or

lockout, terrorist and/or insurgent activity, armed conflict, large scale organized criminal activity, pandemic, epidemic and any governmental restrictions related thereto, the act or omission of Government or administrative or other competent authority, war, military operations or riot. Apstec shall be permitted to suspend its obligations hereunder for the duration of any force majeure event.

16 MISCELLANEOUS

16.1 Any failure by either party to enforce the other party's performance of any provision of these Terms will not constitute a waiver of its right to subsequently enforce such provision or any other provision hereof.

16.2 Any notices or communications required or permitted to be given hereunder may be delivered by hand deposited with a nationally recognized overnight carrier, electronic mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery on the date of such delivery, (b) in the case of e-mail on the date when the sender of the relevant e-mail receives the information that the notice has been delivered, (c) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (d) in the case of mailing, on the seventh business day following such mailing.

16.3 These Terms, as well as any contract to which these Terms apply, are personal in nature, and neither the Purchaser nor the End-User may directly or indirectly assign or transfer them without the prior written consent of Apstec. All obligations contained herein shall extend to and be binding upon the Purchaser, the End-User and their respective successors, assigns and designees.

16.4 Apstec reserves the right unilaterally to assign or sub-contract the performance of the Order or any contract to which these Terms apply or any part thereof.

16.5 Unless it is expressly agreed otherwise, these Terms do not give rise to any rights of any third party to enforce any term hereof. The rights of the Parties to rescind or vary these Terms are not subject to the consent of any other person.

17 TERM, TERMINATION, CHANGES

17.1 Apstec shall have the right, in its sole discretion, to terminate the Order if the Purchaser: (a) is unable to pay its debts generally as and when they become due; or (b) is the subject of a legal process declaring it insolvent, or a petition is filed, a notice is given, a resolution is passed or an order is made in connection with the winding up of the Purchaser, or an application is made to court, or an order is made for the appointment of an administrator, or a notice of intention to appoint an administrator is given; or (c) suspends, ceases or threatens to cease carrying on all or substantially the whole of its business; or (d) commits any breach of the Order which (i) may not be remedied, as reasonably determined by Apstec; or (ii) is not remedied within 30 days of the date of breach.

17.2 On termination for any reason of the Order or any contract to which these Terms apply, the Purchaser shall immediately pay Apstec all of the Apstec's outstanding unpaid invoices, and in respect of Goods supplied for which no invoice has been submitted, Apstec shall submit an invoice which shall be payable by the Purchaser immediately on receipt. The accrued rights and remedies of Apstec shall not be affected, including the right to claim damages in respect of any breach which existed at or before the date of termination.

17.3 The Purchaser is not entitled to cancel or terminate the Order or any contract to which these Terms apply without Apstec's prior written approval which shall be entirely at Apstec's discretion.

17.4 The Purchaser may request variations to the Order. If a request is accepted by Apstec, and any changes cause an increase or decrease in the cost of performance of works or the time therefor under the Order, a respective adjustment shall be made to the price and the delivery schedule. If contract performance by either party is delayed as a result of disagreement between the parties on the consequences of variations, the Purchaser shall pay any part of the Order price which would have become due if the contract performance had not been delayed. Apstec may refuse to make variations to the Order and shall anyways not be obliged to carry out variations requested by the Purchaser until the parties have agreed on how the variations will affect the Order price, the delivery and installation schedule, and other terms of contract. Any variation to the Order shall be made In Writing.

17.5 If the Purchaser fails to accept delivery of the Goods and such failure continues for a period of over one (1) month beyond the agreed acceptance date, Apstec may treat this as a request for termination of the Order and may dispose of the Goods at its sole discretion. In such a case, Apstec shall be entitled to a reasonable overhead and profit and to recovery of all costs and expenses incurred.

17.6 These Terms shall remain in effect only for so long as the Purchaser or the End-User is in possession, in compliance with the terms and conditions hereof, of the Goods containing the respective Software.

17.7 Apstec may unilaterally, and without recourse to court, terminate the licenses and warranties provided hereunder upon the occurrence of any of the following: (a) End-User terminates or suspends its business; (b) End-User breaches or fails to perform any other material term or provision hereof and has not cured such breach or failure within thirty (30) days of receiving written notice from Apstec specifying the breach or failure.