

TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed in writing, the following Terms and Conditions apply to any sale of Products by EIVA A/S, (or its Affiliates, hereinafter together referred to as "EIVA") to any Buyer (hereinafter referred to as the "Buyer").

These Terms and Conditions shall apply no matter by which means the Buyer has placed an Order for the Products and shall supersede any conditions of purchase stipulated in the Buyer's order or otherwise, except if such conditions of purchase are specifically agreed in writing by EIVA. Each Order shall be deemed to be a separate offer by the Buyer to purchase the Equipment and/or Services and/or licenced Software on these Terms, which EIVA shall be free to accept or decline at its absolute discretion. Orders shall not be legally binding upon either party unless and until a Contract exists and a Contract shall only exist when (i) EIVA issues an Order Confirmation; or (ii) where applicable, the parties enter into a signed Contract Any confirmed Order, accepted offer, or any other method of agreeing on the delivery of Products between EIVA and Buyer shall herein be referred to as the "Contract".

No order shall be deemed accepted by EIVA until specifically stated in writing by EIVA or when the Products have been delivered by EIVA to the Buyer, whichever is earlier.

1. EXTENT OF AGREEMENT

- 1.1 The Contract covers all parts of the Order and supersedes and extinguishes any prior agreement between the parties.
- 1.2 If EIVA in addition contracts to carry out specific adaptations to the Buyer's property, as part of the supply of Products, this will be stated separately, and such services will be subject to EIVA's "Consultant - Terms and Conditions".
- 1.3 Any software products supplied on a stand-alone basis by EIVA shall be subject to EIVA's "Software Licence - Terms and Conditions" and not these Terms and Conditions. Any software embedded in the Products shall be subject to these Conditions; however (i) the embedded software shall further be subject to clause 2 ("Grant of License") in EIVA's "Software License - Terms and Conditions" and (ii) such embedded software may only be used as an integrated part of the Product in which it is embedded.
- 1.4 Any information given by EIVA in commercials, on EIVA's homepage or in other promotional material, shall only be deemed indicative unless expressly stated in the Contract.

2. EXAMINATION

- 2.1 The Buyer shall immediately upon receipt of the Products examine the Products for any defects. If the examination shows any defects, the Buyer shall immediately notify EIVA as mentioned in section 6.2. **Error! Reference source not found.**; otherwise the Products will be deemed accepted by the Buyer, and the Buyer will not be entitled to claim that the Products are defective except for such defects which could not reasonably have been discovered by Buyer at its examination.

3. DELIVERY AND SHIPMENT

- 3.1 **Place and means of Delivery.** Unless otherwise agreed in the Contract in writing, delivery of Products to Buyer ("Delivery") shall occur at EIVA's, or EIVA's Affiliate's and/or its specified third party's premises, on the time and date ("Delivery Date") when EIVA, or its Affiliate or EIVA specified third party, advises the Buyer by email, fax, or if necessary verbally by telephone followed up by email or fax, that the Products are ready for shipment to Buyer or its designated third party or other person or entity
- 3.2 If not otherwise agreed in writing, the delivery term shall be "Ex Works, Niels Bohrs Vej 17, 8660 Skanderborg, Denmark (Incoterms® 2020)" and delivery of the Products shall take place in accordance with such delivery term regardless of any subsequent installation or other work related to the Products.
- 3.3 **Shipment.** Following Delivery in accordance with clause 3.1, shipment to Buyer or other designated party shall be made as follows:
 - 3.3.1 Where the Buyer has notified EIVA in advance of, or at the time of Delivery, that it has chosen to arrange for collection

of the Products to be delivered the Buyer shall, at its own risk and costs, collect the Products from EIVA's, or EIVA's Affiliate's, and/or its specified third party's premises within five Business Days of the Delivery Date; and/or

- 3.3.2 If the Buyer has not notified EIVA in advance of, or at the time of, Delivery that it will arrange for collection of the Products, or has advised EIVA that it wishes EIVA to arrange for and handle shipment, then EIVA shall proceed to arrange shipment to the Buyer by any reasonably appropriate means at Buyer's sole risk and in accordance with the pricing and shipment costs and expenses in clause 8.8; and/or
- 3.3.3 At its discretion, Software may be shipped by EIVA either (i) integrated as part of the Equipment, (ii) by physical media, or (iii) by download whether or not subject to activation by the Buyer, (with any such shipment method herein being called "Shipment").
- 3.4 Any dates quoted or estimated for the Delivery Date, or date of Shipment or receipt of the Products or performance of the Services are approximate only and the time for Delivery, Shipment or receipt of the Products, or completion of the Services shall not be of the essence. The Products may be delivered or Shipped by EIVA in advance of any quoted or estimated Delivery or Shipping date upon giving reasonable notice to the Buyer.
- 3.5 Except as otherwise specifically provided in clauses 3.3.2 or 3.3.3 above, the Buyer acknowledges that EIVA is not responsible for procuring or securing delivery to the end destination required by the Buyer, where the Products will be installed or otherwise used.
- 3.6 EIVA may perform Contracts by Delivery in instalments, which may be invoiced (and must be paid for) separately. Where the Products are delivered in instalments, each Delivery and Shipment shall constitute a separate contract and failure by EIVA to deliver any one or more of the instalments in accordance with the Contract or any claim by the Buyer in respect of any one or more instalment shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 3.7 Notwithstanding clause 3.4, if actual Delivery by EIVA of any Products or performance of the Services has not been made or completed, as applicable, within a reasonable period of time after EIVA advised estimated date for Delivery of the Products or performance of the Services, the Buyer shall be entitled to terminate the Contract in respect of those Products or Services by written notice to EIVA provided that:
 - 3.7.1 the Buyer has previously notified EIVA in writing that the affected Product or Service has not been Delivered or provided on or before the notified Delivery date, or the date for provision of the Services, as applicable; and
 - 3.7.2 a revised Delivery Date or Services performance date or period has been mutually agreed; and
 - 3.7.3 EIVA has failed to Deliver or otherwise perform within that revised period.
- Any liability of EIVA however arising in respect of delays in Delivery or performance, shall be limited to a credit of the price due or a refund of sums paid by the Buyer for those Products or Services not Delivered or provided. In no circumstances shall EIVA have any further liability to the Buyer in damages or otherwise for non-delivery or non-performance or late delivery or performance of any of the Products or Services.
- 3.8 EIVA shall have no liability for any failure or delay in delivering a Contract to the extent that such failure or delay is caused by the Buyer's failure to comply with its obligations under the Contract.
- 3.9 If the Buyer fails to take possession of the Products in accordance with clause 3.3 (or otherwise if some other delivery or shipment method is agreed) or fails to retrieve the Products that have been returned to EIVA for any reason (including, but not limited to, refusal to take delivery, warranty repair, out-of-warranty repair or servicing, or any other instance where Products are held by EIVA on behalf of the Buyer) EIVA shall be entitled to:
 - 3.9.1 Require the Buyer to remit payment no later than thirty (30) days from the original delivery date under the Contract;
 - 3.9.2 claim damages for any loss including loss of profit incurred by the Buyer's inability to take delivery of the Products, such as payment for waiting time;

- 3.9.3 require the Buyer to pay any costs of storage, or a reasonable charge for storage;
- 3.9.4 require the Buyer to pay any Shipment Charges;
- 3.9.5 resell the Products to a third party after giving reasonable period of notice (as determined by EIVA) to the Buyer; and/or retain any sums paid as deposit for the Products.
- 3.10 Each Delivery and Shipment shall be accompanied by a delivery note or commercial invoice, from EIVA showing the Order number, or other Contract reference, the Delivery Date and the type or part number and quantity of Products so delivered.
- 3.11 Where a delivery note, commercial invoice, or certificate of conformity is provided, this shall be conclusive evidence that the Products were in a satisfactory condition on leaving the custody of EIVA and the Buyer shall have no right to reject the Products delivered.
- 3.12 EIVA shall use all reasonable endeavours to obtain export licences to enable shipment of the Products to the Buyer and the Buyer shall provide all necessary information and assistance to EIVA to enable the same, in a timely manner. The Buyer shall otherwise be responsible for obtaining all required export and import licences, clearances and any other documentation necessary for the import of the Products and for the despatch of the Products and their Delivery to their end destination, except for any matters agreed in the Contract to be the responsibility of EIVA.
- 3.13 Without affecting the obligation of the Buyer under clause 3.12, the Buyer will, if requested, notify EIVA, and if required provide such further evidence as EIVA may require, of the location of the expected end destination for each Shipment of Products.
- 3.14 The Buyer shall provide EIVA with such documentation and information as EIVA may require for taxation, regulatory or reporting purposes, including as required in order to answer or respond to the queries or investigations of any regulatory authority, wherever located.
- 3.15 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. EIVA shall not be liable for any delay in delivery of the Products howsoever caused.
- 3.16 EIVA is not liable for any delays due to export/import control or required export licenses regardless of which countries the Products or spare parts hereto are shipped from or delivered to, including but not limited to the USA, and any estimated or fixed delivery date shall be postponed by such delay.
- 3.17 An estimated or fixed delivery time shall be postponed by the number of days passing from the date of the Contract until EIVA has received all technical specifications and other necessary information from the Buyer.
- 3.18 If delivery or installation cannot take place as stipulated in the Contract, EIVA will inform the Buyer in writing without any undue delay. If a delay extends beyond twelve (12) complete weeks, and the delay is not due to force majeure, import/export control or other reasons for which EIVA is not responsible, the Buyer will be entitled to cancel the Contract and reclaim any prepayments made.
- 3.19 In the event the Products have been expressly agreed to be delivered at a fixed time, the price of the Products shall be reduced by zero point five percent (0.5%) per any full calendar week of delay for which EIVA is responsible, up to a maximum total price reduction of 5% in aggregate.
- 3.20 The right to cancellation in accordance with section 3.7 above or reduction of price in accordance with section 3.19 above are Buyer's sole and exclusive remedies for delay.

4. FORCE MAJEURE

- 4.1 If delivery in due time is prevented by reason of any occurrence or contingency beyond EIVA's reasonable control, including, but not limited to war, riot, strikes, lock-outs or other serious labour disputes, public confiscation, currency restrictions, Government measures such as import or export prohibition, Act of God, failing energy supply, fire, flood, explosion or failure of suppliers due to their force majeure, EIVA is entitled to either cancel the Contract in whole or in part or to postpone delivery time. EIVA shall have no liability in the event of such cancellation or postponement.

5. WARRANTIES

- 5.1 The following **Warranties** (each a "**Warranty**") are given by EIVA with regard to the quality and performance of Products supplied by it to the Buyer under a Contract:

- 5.1.1 Equipment shall be in operating condition and free in all material respects from defects in materials and workmanship discovered during the Warranty Period;
- 5.1.2 Products shall comply in all material respects with the applicable Specification during the Warranty Period;
- 5.2 EIVA shall have no warranty obligation under any Contract:
 - 5.2.1.1 if any Products or Equipment delivered by EIVA to the Buyer is not installed, operated or maintained by the Buyer in accordance with (a) EIVA's Specifications and/or (b) its written operation and maintenance instructions, delivered to the Buyer, or with respect to materials or supplies manufactured or supplied by third parties.
 - 5.2.1.2 However, EIVA shall pass on and assign to the Buyer, to the extent possible, the benefit of any remaining warranty regarding the performance and correction (but not the accuracy) of any Third Party Software which remains valid and can be passed to the Buyer;
 - 5.2.2 Notwithstanding any provision to the contrary or in conflict set forth in this Clause 5 or elsewhere herein or in the Contract, EIVA specifically does not warrant and shall not be liable to the Buyer under any Warranty, liability or indemnity provision relating to the (i) accuracy of any data provided to the Buyer arising out of any products or reports provided by EIVA or any third parties to the Buyer under any Contract, including without limitation, any models (data points) that EIVA produces, and (ii) the accuracy of any measurements made by the Buyer or any third parties while operating or using the Products or Equipment in the field;
- 5.3 EIVA Warrants that the Services supplied to the Buyer by EIVA under the Contract will be performed by appropriately qualified and trained personnel or authorised third parties or contractors, with reasonable skill and care and materially in accordance with the applicable Order Confirmation.
- 5.4 Claims with regard to the above Warranties shall be made in accordance with and are subject to the terms of clause 6.
- 5.5 THE ABOVE WARRANTIES ARE GIVEN IN LIEU OF STATUTORY AND OTHER EXPRESSED OR IMPLIED CONDITIONS AND WARRANTIES. ALL WARRANTIES, CONDITIONS, TERMS AND LIABILITIES EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, ON THE PART OF EIVA, IN RESPECT OF COMPLIANCE WITH DESCRIPTIONS, MERCHANTABILITY, THE QUALITY, WORKMANLIKE PERFORMANCE OR THE FITNESS FOR PURPOSE OF THE PRODUCTS AND THE SERVICES WHICH ARE NOT EXPRESSLY SET OUT IN THE CONTRACT ARE EXCLUDED EXCEPT TO THE EXTENT SUCH EXCLUSION IS PROHIBITED OR LIMITED BY LAW AND ARE SUBJECT TO THE LIMITATIONS SET FORTH IN CLAUSES 6 and 7. EIVA MAKES NO WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND GIVES NO WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT FOR THE WARRANTIES EXPRESSLY STATED HEREIN.

6. WARRANTY CLAIMS

- 6.1 The provisions of this Clause 6 shall apply if the Buyer makes any claim that EIVA is in breach of Warranty.
- 6.2 Any claim under a Warranty must be notified in writing to EIVA before the expiry of the Warranty Period by email addressed for the attention of the Quality Manager at eiva@eiva.com.
- 6.3 In the event of any claim under the Warranty:
 - 6.3.1 the Buyer must promptly notify EIVA in accordance with clause 6.2, of the claim and in any event within 14 days of the alleged fault first arising;
 - 6.3.2 unless otherwise agreed by EIVA in writing, the Buyer must immediately cease use of the alleged defective Product, and confirm to EIVA that this has been adhered to;
 - 6.3.3 EIVA commits to remedy all other recorded defects by repair of the Products. Such repair is the Buyer's sole remedy in the event of defects. Remedial action will take place at EIVA's facilities or an appropriate manufacturer's facilities appointed by EIVA, and the responsibility and cost of shipping the Products to and from those facilities will be solely to the Buyer's account. If for practical reasons remedy has been agreed to take place on site, all costs relative to EIVA personnel, including but not limited to travel expenses, waiting time on site and other time spent, will be invoiced to

the Buyer at cost plus a surcharge of fifteen percent (15%) to cover general and administrative costs;

- 6.3.4 EIVA may at its sole discretion decide to deliver a replacement of the defective Products instead of reparation. Replacements are delivered Ex Works as described in section 3.2 and the Buyer shall accept the same time of delivery as for the first delivery of the Products;
- 6.3.5 EIVA will investigate the claim and the Buyer shall provide all information and assistance that may be required by EIVA;
- 6.3.6 EIVA shall determine whether or not the Product is defective under the Warranty and if it does determine that there has been a breach of the Warranty, shall decide at its discretion to either repair or replace the defective Products or part of the defective Products;
- 6.3.7 the Buyer shall in any event be responsible for the return of the repaired or replaced Product to the Buyer and for all costs associated with the detachment, decommissioning, removal, replacement and re-attachment, re-installation and re-commissioning of the repaired or replaced Products;
- 6.3.8 risk of loss of or damage to Products shall be with the Buyer at all times other than when they are in the sole custody of EIVA;
- 6.3.9 if the Buyer fails to retrieve any Product returned to EIVA for inspection, repair, replacement, or servicing (whether under Warranty or otherwise) following notification by EIVA that such Product is ready for collection or return, EIVA shall be entitled to exercise its rights under clause 3.9 in respect of such uncollected Product; and
- 6.3.10 EIVA may charge for diagnostics and testing performed in connection with any defect claim at its actual cost and labour rates. No such charges will apply if the defect is determined to be covered under warranty or as otherwise explicitly agreed in writing by EIVA.
- 6.4 EIVA's only liability in respect of any Product supplied in breach of the Warranty or otherwise relating to any allegation of any defect in Products supplied shall be the repair or replacement of the defective Products or part of the defective Products (or in the case of EIVA Software, the provision of a workaround; and in the case of Third Party Software, its obligations under clause 5.2) in accordance with this clause 6.
- 6.5 EIVA shall not be liable for Products' failure to comply with the Warranty if any of the following events or circumstances applies:
 - 6.5.1 the Buyer makes any further use of such Products after giving notice in accordance with clause 6.3.1 unless otherwise agreed by EIVA in accordance with clause 6.3.2;
 - 6.5.2 the defect arises because the Buyer has failed to follow EIVA's or a manufacturer's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good industry practice regarding the same;
 - 6.5.3 the defect arises as a result of EIVA following information contained in any Buyer Materials or any other instructions or requirements of the Buyer;
 - 6.5.4 the Buyer or a third party alters or repairs such Products without the written consent of EIVA;
 - 6.5.5 the defect arises as a result of fair wear and tear, any externally caused damage, whether by the Buyer or otherwise (whether wilful, malicious, accidental or otherwise) negligence of the Buyer or any third party, or abnormal or otherwise inappropriate storage or working conditions; and/or
 - 6.5.6 the Buyer has failed to install or use the latest version, release, update or upgrade of Software as recommended by EIVA in writing, or has used unapproved, unsupported, corrupted or obsolete version of such Software, where use of the recommended version could have avoided the defect.

7. LIMITATION OF LIABILITY

- 7.1 EIVA shall only be liable to the Buyer in respect of claims notified to EIVA in accordance with the Contract and in particular clauses 4 and 5 of these terms.
- 7.2 EIVA and EIVA Personnel shall have no liability:
 - 7.2.1 for any advice given by EIVA Personnel free of charge which is not contracted to be provided under the Contract; or
 - 7.2.2 for any defects or problems in the Products or Services in so far as caused by EIVA following the Buyer's specification, design or other instructions; or

- 7.2.3 for any defects or problems in so far as caused by the Buyer not following EIVA's specification, design or other instructions; or failing to install the latest version or release of Software as recommended by EIVA in writing if using such version or release would avoid such defects or problems.

- 7.3 Without prejudice to the other limitations on EIVA's liability in the Contract the liability of EIVA for any claims arising out of or in connection with the Contract, the Products and the Services, however arising, shall be limited in respect of all claims in aggregate to a sum equal to One Hundred percent (100%) of the Price payable (exclusive of VAT) by the Buyer for the relevant Products and/or Services under the Contract giving rise to the claim, or Ten million Danish Krone (10,000,000 DK) whichever is the lesser.

- 7.4 Without prejudice to clause 7.6, EIVA shall not, under any circumstances whatever, be liable, however arising for any:

- 7.4.1 direct or indirect loss of or damage to

- 7.4.1.1 profit or revenues; or
- 7.4.1.2 goodwill or damage to reputation; or
- 7.4.1.3 business; or
- 7.4.1.4 production; or
- 7.4.1.5 business opportunity; or
- 7.4.1.6 bargain; or
- 7.4.1.7 anticipated saving; or
- 7.4.1.8 data, or for corruption of data or information; or
- 7.4.1.9 the cost of detachment, decommissioning and retrieval of any defective Products and the reattachment or commissioning of any repaired or replaced Products or items; or

- 7.4.1.10 any costs and liabilities arising from pollution or environmental damage caused directly or indirectly by the Products; or

- 7.4.2 indirect or consequential loss or damage.

- 7.5 The term "however arising" when used or referred to in this clause 7 shall cover all causes and actions giving rise to liability of EIVA arising out of or in connection with the Contract or the Products or Services whether arising by (i) reason of any misrepresentation (whether made after, prior to and/or in the Contract) negligence, breach of statutory duty, other tort, repudiation, renunciation or other breach of Contract, restitution or otherwise, (ii) whether arising under any indemnity or hold harmless provision, (iii) whether caused by any total or partial failure or delay in supply of the Products or by any defect in hardware, software or materials; and (iv) whether deliberate (but not with malicious intent) or otherwise, however fundamental the result.

- 7.6 The exclusions and limitations of liability contained in these terms and in the Contract shall be effective to the maximum extent permitted by applicable law, regardless of whether the loss or damage was foreseeable or whether the Buyer notifies EIVA of the possibility of any greater loss or damage.

- 7.7 The Buyer shall indemnify, defend, hold harmless and release EIVA and all EIVA Personnel at all times against all claims, demands, costs (including legal costs on a full indemnity basis) expenses, losses and liabilities incurred by EIVA and EIVA Personnel:

- 7.7.1 to the extent caused by following the Buyer's specification, design or other instructions;

- 7.7.2 in relation to any claims by third parties arising in connection with a Contract, or as a result of EIVA providing the Products or Services, which are in excess of the liability of EIVA as described in these Terms and the relevant Contract, in particular in this clause 7; and

- 7.7.3 any reliance placed by the Buyer on advice, guidance, or recommendations provided by EIVA or its personnel free of charge and not expressly contracted to be provided under the Contract.

- 7.8 The Buyer acknowledges:

- 7.8.1 the potential losses, damages or claims which the Buyer may suffer as a result of any breach of the Contract or other default by EIVA are more readily ascertainable by the Buyer than by EIVA;

- 7.8.2 such losses, damages and claims may greatly exceed the sums paid under the Contract and EIVA has agreed to the Price only on the basis that it limits its liability in the manner stated in these terms;

- 7.8.3 that the Price of the Products provided for under the Contract reflects the exclusions and limitations on EIVA's liability, and that the Buyer had the opportunity to negotiate variations to the exclusions and limitations upon the agreement of a higher price;
- 7.8.4 the Buyer must consider insuring any liability not accepted by EIVA under any Contract and agrees that it is responsible for taking legal advice on the limits on EIVA's liability;
- 7.8.5 the parties agree that such limits are fair and reasonable in all of the circumstances; and
- 7.8.6 nothing in these Terms or any Contract shall restrict or limit the Buyer's general obligation at law to mitigate a loss which it may suffer or incur as a result of a matter that may give rise to a claim under an indemnity, hold harmless provision, or otherwise.

8. PRICE AND PAYMENT

- 8.1 The Prices are exclusive of amounts in respect of applicable taxes, tariffs and levies and any charges or imposts of any kind including VAT, sales taxes, import or export tariffs, excise duties and import or export duties or customs clearance or fees. The Buyer shall, on receipt of a valid invoice from EIVA, pay to EIVA, for onward payment to the applicable taxing authority, such additional amounts in respect of any such amounts as are chargeable under Applicable Laws on a supply of Products or Services.
- 8.2 Payment is to be made by bank transfer according to the invoice forwarded by EIVA in connection with the Products.
- 8.3 All payments shall be received by EIVA within thirty (30) days after the date of invoice unless other specified in the quotation. All cost of payment is for the Buyer's account. Late payments will be subject to interest in accordance with section 5 of the Danish Interest Act (renteloven).
- 8.4 If specifically requested by EIVA, the Buyer must before delivery of the Products be initiated supply EIVA with a bank guarantee or "Confirmed Letter of Credit" against a first-class bank reasonably acceptable to EIVA for the full purchase price.
- 8.5 If the Buyer fails to fulfil the terms of payment, EIVA is entitled to cancel the Contract immediately, and to claim damages against the Buyer for both the losses incurred including lost profits and any legal expenses required.
- 8.6 The Buyer shall not be entitled to retain any payment or set off any payment against any alleged outstanding claim against EIVA unless such claim has been approved by EIVA or confirmed by the applicable courts, see clause 25
- 8.7 The Buyer shall make all payments without withholding or deduction of, or in respect of, any tax unless required by applicable law. If any such withholding or deduction is required, the Buyer shall, when making the payment to which the withholding or deduction relates, pay to EIVA such additional amount as will ensure that EIVA receives the same total amount that it would have received if no such withholding or deduction had been required unless required by applicable law to pay the net amount, in which case the Buyer shall fully co-operate with EIVA and shall provide such assistance and documentary evidence as requested in order for EIVA to re-claim the withheld tax from the relevant tax authority.
- 8.8 Prices exclude special packaging, insurance and freight/transport charges ("Shipment Charges"). Where EIVA arranges for shipment, it does so at the sole risk cost and expense of the Buyer and Shipment Charges shall be levied in addition to the Price at cost plus 15% (fifteen percent) unless otherwise expressly agreed by EIVA in writing in the Contract.

9. BUYER'S DEFAULT

- 9.1 If delivery of the Products is prevented or delayed for reasons attributable to the Buyer, payment will fall due no later than thirty (30) days from the original date of delivery according to the Contract.
- 9.2 EIVA reserves the right to claim damages for any loss including loss of profit incurred by the Buyer's inability to take delivery of the Products, such as payment for waiting time.

10. PROPERTY, RISK AND INSURANCE

- 10.1 Risk of loss of or damage to Products shall pass to the Buyer:
 - 10.1.1 in the case of Products to be delivered under clause 3.1, on Delivery;

- 10.1.2 where it is agreed in the Contract that Products are to be Delivered otherwise than under clause 3.1, then at the time and place agreed in writing.

- 10.2 Title to Equipment shall not pass to the Buyer until EIVA has received payment in full (in cash or cleared funds) for:

- 10.2.1 the price of the Products under the Contract; and
- 10.2.2 all other sums which are or which become due to EIVA from the Buyer for the Products under the Contract.

- 10.3 Until title to Equipment has passed to the Buyer, the Buyer shall:

- 10.3.1 hold such Equipment and associated Software on a fiduciary basis and as EIVA's bailee;
- 10.3.2 store such Equipment and associated Software separately from all other goods held by the Buyer so that they remain readily identifiable as EIVA's property;
- 10.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to such Equipment and associated Software;
- 10.3.4 maintain such Equipment and associated Software in satisfactory condition and keep them insured on EIVA's behalf for their full price against all risks with an insurer that is reasonably acceptable to EIVA. On request the Buyer shall allow EIVA to inspect such Equipment and associated Software; and
- 10.3.5 not pledge or allow any encumbrance, lien, charge or other interest to arise or be created over the Equipment or associated Software or dispose of or deal with the Equipment or associated Software, but the Buyer may use or resell the Equipment in the ordinary course of its business provided that such right shall automatically cease upon the occurrence of any event or circumstance referred to in clause 22.1.2.

- 10.4 If before title to Equipment passes to the Buyer, the Buyer becomes subject to any of the events in clause 22.1.2 then without limiting any other right or remedy EIVA may have, EIVA may at any time require the Buyer to deliver up such Equipment and associated Software and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the relevant Products are situated in order to recover them and the Buyer shall provide all reasonable assistance to EIVA.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 All Intellectual Property Rights in the Products shall at all times remain vested in EIVA or the owner thereof. All Intellectual Property Rights arising out of Services shall at all times remain vested in EIVA. The purchase of the Products by the Buyer does not transfer any rights whatsoever to the design of or Intellectual Property Rights in the Products, nor does the Buyer have any licence to duplicate, manufacture or copy the Products or any of the supporting documentation supplied by EIVA other than strictly as stated in this clause 11 or, with regard to Software, in clause 13.
- 11.2 All drawings, designs, samples and technical and other Confidential Information and materials whatsoever supplied by EIVA at any time remain EIVA's exclusive property, must be returned upon demand, must be treated as confidential, and must not be loaned, copied or otherwise used without the consent in writing of EIVA except that any obligations contained in this clause shall not prevent any disclosure of Confidential Information which is required by law or court order.

12. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 12.1 Subject to the provisions of clause 12.2, EIVA undertakes at its own expense to defend the Buyer or, at EIVA's option, settle, any claim or action brought against the Buyer alleging that the possession or use of any Equipment or EIVA Software, (or any part thereof) in accordance with these Terms infringes any Intellectual Property Rights of a third party which exist in Denmark and shall be responsible for any damages, costs (including legal fees) and expenses awarded against the Buyer as a result of or in connection with such claim.
- 12.2 The provisions of clause 12.1 above shall not apply to an infringement claim which is attributable to:
 - 12.2.1 possession, use, development, modification or maintenance of the Equipment or the EIVA Software (or any part thereof) by the Buyer other than in accordance with these Terms;
 - 12.2.2 use of any unapproved, unsupported, corrupted or obsolete version of the EIVA Software or relevant Third Party

- Software (including a failure to use or accept any modification or update or upgrade made available by EIVA);
- 12.2.3 use of Equipment or the EIVA Software in combination with any product not provided by EIVA;
 - 12.2.4 reliance on any specification, information or coding provided by or on behalf of the Buyer; or
 - 12.2.5 use of the Equipment or EIVA Software other than for its normal use as envisaged by the applicable Specification.
- 12.3 The provisions of clause 12.1 shall not apply to an infringement claim unless the Buyer:
- 12.3.1 promptly informs EIVA of any actual, potential, threatened or alleged infringement or claim;
 - 12.3.2 allows EIVA to conduct and/or settle all negotiations, proceedings and litigation (including Alternative Dispute Resolution) and does not make any admission as to liability or compromise or agree to any settlement of any infringement claim without the prior written consent of EIVA; and
 - 12.3.3 provides all assistance and information reasonably required by EIVA in connection with any potential or actual claim and shall, if EIVA so requests, join in any court or other proceedings relating to such infringement.
- 12.4 If any infringement claim is made, or in EIVA's reasonable opinion is likely to be made, against the Buyer, EIVA may at its sole option and expense:
- 12.4.1 procure for the Buyer the right to continue using the affected Equipment or EIVA Software (or any part thereof) in accordance with these Terms; or
 - 12.4.2 modify the Equipment or EIVA Software so that it ceases to be infringing; or
 - 12.4.3 replace the Equipment or EIVA Software with non-infringing Equipment or EIVA Software; or
 - 12.4.4 accept a return of the Equipment or EIVA Software and upon such return, refund the Price paid by the Buyer for the returned items less a prorated amount that assumes a useful life of the affected Equipment and EIVA Software of five years.

13. USE OF SOFTWARE

- 13.1 In consideration of the payment of the Price by the Buyer to EIVA, EIVA grants to the Buyer a personal, non-exclusive licence to use the EIVA Software in object code form (only) in accordance with these Terms and any specific terms of the Contract including limitations on the use of the EIVA Software.
- 13.2 The Buyer agrees not to:
- 13.2.1 make any copies of the EIVA Software (in any form or media) except where such copying is incidental to the permitted use of the EIVA Software by the Buyer or where it is necessary for usual back-up or operational security;
 - 13.2.2 make the EIVA Software or any copies of it available in any way to any third party, and in particular the Buyer agrees not to share with or sub-licence, transfer, hire, rent, lease, or loan the EIVA Software to any third party, except where embedded in Equipment or otherwise permitted in writing by EIVA and in each case in accordance with the terms of this clause 13 including especially clause 13.3.2 below;
 - 13.2.3 adapt, vary, modify or alter the whole or any part of the EIVA Software or combine, merge or incorporate the EIVA Software into any other program;
 - 13.2.4 disassemble, decompile, reverse engineer or create derivative works based on the whole or any part of the EIVA Software nor attempt to do any such things except to the extent that such actions cannot be prohibited in order to achieve inter-operability with another program under Section 296A of the Copyright, Designs and Patents Act 1988 and provided the information obtained by the Buyer during such activities:
 - 13.2.4.1 is used only for the purpose of achieving such inter-operability;
 - 13.2.4.2 is not disclosed or communicated to any third party without EIVA's prior written agreement;
 - 13.2.4.3 without affecting the general nature of this provision, is not used to create any software which is substantially similar to the EIVA Software.
- 13.3 The Buyer further agrees to:
- 13.3.1 keep all means of access and/or passwords required to access or use the EIVA Software and all copies of the EIVA Software secure;

- 13.3.2 ensure compliance with these Terms by the Buyer's and its Affiliates' Personnel who have access to the same and to pass on the obligation to comply with the terms of this clause 13 by all parties to whom the EIVA Software is legitimately shared, sub-licensed, transferred, hired, rented, leased, or loaned under clause 13.2.2; and
 - 13.3.3 include such branding, trademarks and copyright notices of EIVA on the EIVA Software as EIVA shall require.
- 13.4 The Buyer shall permit EIVA to inspect and have access to any premises or vessel and to the computer equipment and systems located there, at or on which the EIVA Software is being kept or used, and any relevant records, for the purposes of ensuring that the Buyer is complying with the terms of these Terms, provided that EIVA provides reasonable advance notice to the Buyer of such inspections, which shall take place at reasonable times.
- 13.5 The Buyer acknowledges it has no right to have any access to the EIVA Software in source code form, or in unlocked coding of any kind. The Buyer agrees that it must not attempt in any way to remove or circumvent any security devices present within the EIVA Software which are intended to protect the facility and integrity of the EIVA Software and the Buyer agrees not to use any systems, processes, hardware or software in connection with the EIVA Software which are intended to circumvent such protections.
- 13.6 With respect to any Third-Party Software, the Buyer accepts the terms of the applicable third parties' licences and maintenance agreements and shall only use the Third-Party Software in accordance with the requirements of such licences and agreements. The Buyer acknowledges that EIVA is not responsible for the functioning or performance of any Third Party Software or for any infringement claim caused by the use of Third Party Software and it is the responsibility of the Buyer to enforce any rights and remedies it has under the terms of the said licence and maintenance agreements against the relevant third party.
- 13.7 Where no separate third party licence agreement with regard to any specific Third Party Software is provided to the Buyer in accordance with clause 13.6, or such license terms are not contained within the Contract, then with regard only to such specific Third Party Software, the license provisions of clauses 13.1 to 13.5 shall apply as if in clauses 13.1 to 13.5 the definition "EIVA Software" reads "EIVA Software and Third Party Software".

14. WASTE ELECTRONICS

- 14.1 If the Buyer purchases electrical and electronic Products from EIVA for resale within the European Union, then Buyer is responsible for providing means of waste disposal and scrapping of such equipment in accordance with applicable national law and Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment (WEEE).

15. EXPORT RESTRICTIONS

- 15.1 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Products into the country of destination and for the payment of any applicable duties and levies.
- 15.2 All items sold by EIVA are delivered in compliance with Danish and International legislation concerning export control given the information provided by Buyer.
- 15.3 Buyer acknowledges that the export of the Products may be subject to export control regulations of the EU, UK and/or other applicable jurisdictions, and agrees as a condition of any Contract that the Products will not be used in contravention of the terms of any applicable governmental export control or other regulations, license, consent or permit.
- 15.4 It is the Buyer's responsibility to ensure compliance with both Danish and local laws regarding export control if Buyer wish to re-export the purchased items to a third party. EIVA shall not be held liable for any non-compliance by the Buyer or any third party.
- 15.5 The Buyer shall not be entitled to export the Products if there is any suspicion that the Products will be used in connection with military technology or purposes.
- 15.6 In the event that any requisite governmental licence, consent or permit or other authorisation is delayed or cannot be obtained in fulfilment of any order under the Contract, EIVA shall not be

liable to the Buyer in respect of any loss, damage or other resultant financial penalty.

16. SANCTIONS

16.1 The Buyer warrants and represents that it is not a Restricted Party.

16.2 The Buyer will not use the Products:

16.2.1 in connection with chemical, biological or nuclear weapons or other nuclear explosive devices, or missiles capable of delivering such weapons, or any other military end use that is in violation of Sanctions Laws, and shall not apply or make them available to any other person for such purpose; or

16.2.2 in any manner that would constitute a violation of or would cause EIVA or its Affiliates, shareholders, officers or personnel to be in violation of or otherwise subject to penalties under, any Sanctions Laws.

16.3 The Buyer will not sell, lease or sublease, distribute, transfer, export or re-export the Products to a Restricted Party.

16.4 If the Buyer becomes a Restricted Party or EIVA reasonably believes that the Buyer has breached this clause 16, then without prejudice to any other rights or remedies that EIVA may have under the Contract or otherwise, EIVA shall be entitled to:

16.4.1 suspend performance or any of its obligations under the Contract and/or any Order without any liability to EIVA; and/or

16.4.2 terminate the Contract and/or any Order with immediate effect; and/or

16.4.3 require the Buyer to return the Products (insofar as is reasonably practicable).

16.5 EIVA shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from or is in connection with Sanctions Laws. Where, due to Sanctions Laws or export control restrictions, EIVA is unable to return Products to the Buyer, EIVA shall be entitled to store such Products at the Buyer's expense (in accordance with clause 3.9.3) or dispose of such Products at the Buyer's expense without liability to EIVA.

17. NO RE-EXPORT TO RUSSIA

17.1 The inclusion of the following clause is required by Article 12g of Council Regulation (EU) No 833/2011 (concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine), which mandates that contracts for the sale, supply, transfer, or export of goods and technologies must include a contractual prohibition against re-exporting those goods to Russia or for use in Russia.

17.2 The Buyer shall not sell, lease or sublease, distribute, transfer, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2011 and/or The Russia (Sanctions) (EU Exit) Regulations 2019 ("Sanctioned Products").

17.3 The Buyer shall undertake its best endeavours to ensure that the purpose of clause 17 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

17.4 The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of clause 17.

17.5 Any breach of clauses 17, 17.3 or 17.4 shall constitute a material breach of these Terms or any Contract, and EIVA shall be entitled to seek appropriate remedies, including, but not limited to termination of any Contract.

17.6 The Buyer shall immediately inform EIVA about any problems in applying clauses 17, 17.3 or 17.4, including any relevant activities by third parties that could frustrate the purpose of clause 17. The Buyer shall make available to EIVA information concerning compliance with the obligations under clauses 17, 17.3 or 17.4 within two weeks of the simple request of such information.

17.7 Where EIVA has reason to believe that any Sanctioned Products have been sold, distributed, transferred, exported or re-exported directly into the Russian Federation EIVA shall be at liberty to notify the relevant Sanctions Authorities irrespective of any obligations of confidentiality that may exist between the parties.

18. COMPLIANCE WITH LAWS

18.1 The Buyer shall:

18.1.1 Comply with all Applicable Laws, including, but not limited to, those relating to:

18.1.1.1 not engaging in any activity which could constitute bribery or corruption and shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to (i) applicable anti-corruption laws of the United States or the country of the incorporation of the Buyer or any of its parent companies; (ii) the UK Bribery Act 2010; (iii) the U.S. Foreign Corrupt Practices Act; or (iv) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997, which entered into force on February 15, 1999, and the Convention's Commentaries ("Relevant Anti-Corruption Requirements");

18.1.1.2 data protection and privacy, including (i) the UK GDPR and Data Protection Act 2018; (ii) the EU General Data Protection Regulation (GDPR); (iii) the US California Consumer Privacy Act, and any other relevant US federal or state legislation; and shall implement appropriate technical and organisational measures to ensure the lawful processing of personal data under the Contract ("Relevant Data Protection Requirements").

18.1.2 act so as not to put EIVA, or its Affiliates or Representatives in breach of EIVA's anti-corruption policies and, where relevant, procedures notified from time to time ("Relevant Policies");

18.1.3 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures to ensure compliance with the Relevant Anti-Corruption Requirements, Relevant Data Protection Requirements, and any other requirements as necessary to comply with all other Applicable Laws;

18.1.4 promptly report to EIVA if it becomes subject to any investigation, inquiry, enforcement proceedings, or regulatory action in connection with any breach of the Relevant Anti-Corruption Requirements, Relevant Data Protection Requirements, or other Applicable Laws;

18.1.5 immediately notify EIVA (in writing) if a foreign public official becomes an officer or employee of the Buyer or acquires a direct or indirect interest in the Buyer (and the Buyer warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Contract);

18.1.6 from time to time if required by EIVA confirm in writing it has complied with clauses 18.1.1.1 to 18.1.7 and provide information reasonably required by EIVA in support of such compliance and provide all assistance to EIVA with any investigation in respect of the Relevant Anti-Corruption Requirements, Relevant Data Protection Requirements, or compliance with other Applicable Laws; and

18.1.7 promptly report to EIVA if it is the subject of any investigation, inquiry, or enforcement proceedings or is debarred or suspended by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Anti-Corruption Requirements, Relevant Data Protection Requirements, or compliance with other Applicable Laws.

18.2 The Buyer shall ensure that any person associated with it in connection with the Contract does so on the basis of a written contract which imposes terms equivalent to those imposed on the Buyer under this clause 18. The Buyer shall be responsible for the observance and performance of such persons, and shall be directly liable to EIVA for any breach by such persons.

18.3 Notwithstanding any other terms of the Contract and without prejudice to any accrued rights it may have under the Contract or otherwise, EIVA shall be entitled to suspend performance of the Contract in whole or in part with immediate effect if at any time the Buyer is in breach of clause 18.1 or 18.2 of the Contract or any of the events referred to in clause 18.1.1.1, 18.1.4 or 18.1.7 occur or are alleged and, in the opinion of EIVA, are prejudicial to EIVA's interests.

18.4 For the purpose of this clause 18, the meaning of "adequate procedures" and whether a person is "associated with" another

person shall be determined in accordance with (i) applicable anti-corruption laws of the United States or the country of incorporation of the Buyer or any of its parent companies; (ii) the UK Bribery Act 2010 and any related guidance issued pursuant to that Act; (iii) the U.S. Foreign Corrupt Practices Act; or (iv) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997, which entered into force on February 15, 1999, and the Convention's Commentaries.

18.5 The Buyer shall indemnify, defend and hold harmless and keep EIVA indemnified against all sums suffered or incurred by EIVA and its Affiliates in respect of all and any demands, liabilities, expenses, claims (including but not limited to any settlements of claims whether before or after the issue of proceedings), judgment sums (including but not limited to sums arising from consent orders or judgments), damages, direct, indirect or consequential losses, costs (including but not limited to legal and other professional costs) suffered or incurred by EIVA and its Affiliates arising out of or in connection with any breach of any of the provisions of clause 18.1 or 18.2 by the Buyer.

19. CONFIDENTIALITY

19.1 Each party undertakes that it shall not at any time during the Contract and after termination disclose to any person the Confidential Information of the other party, except as permitted by clause 19.2, and shall only use the other party's Confidential Information as required to fulfil a contract or to exercise its rights under it.

19.2 Each party may disclose the other party's Confidential Information:

19.2.1 to its Representatives (and in the case of EIVA to its Affiliates and their Representatives) who need to know such information for the purposes of carrying out that party's obligations under the Contract, provided that the disclosing party takes all reasonable steps to ensure that it's Representatives (and in the case of EIVA its Affiliate and their Representatives) comply with the confidentiality obligations contained in this clause 19 as though they were a party to the Contract. The disclosing party shall be responsible for its Representatives' (and in the case of EIVA its Affiliate and their Representatives) compliance with the confidentiality obligations set out in this clause; or

19.2.2 with the disclosing party's prior written agreement; or

19.2.3 as may be required by law, court order or any governmental or regulatory authority.

19.3 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Contract are granted to the other party or to be implied from the Contract. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.

20. SEVERABILITY

20.1 If any provision(s) of these conditions is/are finally determined to be invalid or unenforceable, the balance of these conditions shall remain in effect. In this case the provision(s) must be replaced by such valid and enforceable provision(s) as will come as close to the purpose and legal position of the invalid or unenforceable provision(s) as possible.

21. ASSIGNMENT

21.1 EIVA shall be permitted to assign all of its rights and obligations under the Contract to any third party provided that the existing obligations are being carried out as agreed with the Buyer. The Buyer may not assign or transfer or sub-contract any of its rights, benefits or obligations under any Contract without the prior written consent of EIVA.

22. TERMINATION

22.1 Each party to an Contract shall be entitled to terminate the Contract with immediate effect by giving written notice to the other if:

22.1.1 that other party fails to pay any undisputed amount due under the Contract on the required payment date (being the 'Due Date' in relation to sums owed by the Buyer) and

remains in default not less than ten (10) Business Days after being notified in writing to make such payment; or

22.1.2 that other party ceases trading, commences or is required to commence or participates in any activity associated with debt rescheduling, administration, bankruptcy, liquidation or winding up of the other party or other party's Affiliates or subject to an attachment order on any part of its assets and such attachment order is not discharged within fourteen (14) days; or

22.1.3 that other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after receipt of notice in writing requiring it to do so; or

22.1.4 any Force Majeure Event prevents EIVA from performing its obligations under the Contract for any continuous period of three months.

22.2 If any of the circumstances in clauses 22.1.1 or 22.1.2 occur, this shall be a material breach of obligations for the purposes of clause 22.1.3.

22.3 Termination of an Contract shall not prejudice any of the parties' rights and remedies which have accrued under the Contract as at termination.

23. OBLIGATIONS ON TERMINATION

23.1 On termination of the Contract the whole Price of all Products and Services bought or agreed to be bought by the Buyer shall be immediately payable without demand.

23.2 Additionally, on termination of the Contract each party shall promptly:

23.2.1 return to the other party all equipment, materials and property belonging to the other party that the other party had supplied to it or its Affiliates in connection with the supply and purchase of the Products under the Contract;

23.2.2 return to the other party all documents and materials (and any copies) containing the other party's Confidential Information;

23.2.3 erase all the other party's Confidential Information from its computer systems (to the extent possible); and

23.2.4 on request, certify in writing to the other party that it has complied with the requirements of this clause.

24. SURVIVAL OF OBLIGATIONS

24.1 Any term which is intended, expressly or impliedly, to continue, or to come into effect on termination or expiry of the Contract shall continue in effect (or come into effect) on such termination or expiry and the following clauses are expressly agreed to survive and continue in full force and effect following expiry or termination:

clause 7 (Liability);
clause 10 (Property, Risk and Insurance);
clause 11 (Intellectual Property Rights);
clause 13 (Use of Software);
clause 17 (No Re-Export to Russia);
clause 18 (Compliance with Laws);
clause 19 (Confidentiality);
clause 23 (Obligations on Termination);
clause 25 (Disagreements).

25. DISAGREEMENTS

25.1 Any dispute or claim arising out of or in connection with this Contract shall be governed by and construed in accordance with the laws of Denmark except for Danish choice of law rules.

25.2 Any dispute arising out of or in connection with any Contract shall be settled by the Maritime and Commercial Court of Copenhagen (Sø- og Handelsretten) as the court of first instance. However, if the Buyer is a company registered in Denmark - or if the Maritime and Commercial Court of Copenhagen (Sø- og Handelsretten) cannot be chosen as venue - any dispute arising out of or in connection with any Contract shall be settled by the District Court in Aarhus, Denmark, as the court of first instance.

26. ENTIRE AGREEMENT

26.1 The Contract and the documents referred to in it constitute the whole agreement and understanding of the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of the Contract.

26.2 Each of the parties to the Contract acknowledges and agrees that:

26.2.1 in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty (in each case whether negligently or innocently made) or understanding of any person (whether party to the Contract or not) which is not expressly set out in the Contract; and

26.2.2 the only remedy available to it for breach of any statement, representation, warranty or other term which is expressly set out in the Contract shall be for breach of contract under the terms of the Contract.

26.3 Nothing in this clause 26 shall, however, operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

26.4 The Contract and any documents, notices or communications arising under or in connection with it shall be written and interpreted in the English language. If the Contract or any associated documents are translated into another language, the English version shall prevail and govern in the event of any inconsistency or dispute. All performance, correspondence and records in connection with the Contract shall be maintained in English.

27. RIGHTS OF THIRD PARTIES

27.1 No person who is not a party to a Contract has any rights under a Contract or may enforce any provision in the Contract.

APPENDIX A: DEFINITIONS AND INTERPRETATION

The following words have the following meanings in this Agreement, unless the context requires otherwise.

“Affiliate”	in relation to a party, shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time, “control” shall mean the ownership of at least 50 percent (50%) of the voting share capital of such entity or any comparable equity or ownership interest.		
“Agreement”	means this Agreement including all Appendices attached hereto.	“Intellectual Property Rights”	means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world and “Intellectual Property Right” means any one of the Intellectual Property Rights;
“Applicable Laws”	means all laws, statutes, ordinances, rules, regulations, of any legislative, administrative, judicial or executive body with jurisdiction or apparent authority over any of the Products or Services being sold or provided under this Agreement and any activity conducted in connection herewith as all of the foregoing may be amended and applicable and in effect from time to time.	“Order”	means an order for Products and/or Services submitted by the Buyer in accordance with these Terms;
“Business Day”	means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business	“Order Confirmation”	means a written notification issued by EIVA stating expressly that the Order received has been accepted and will be performed, including any terms set out in such Order Confirmation;
“Buyer”	means the company or other person identified in the Agreement as the Buyer	“Prices”	means the prices of the Products and any separately priced Services, as set out or referred to in a Contract;
“Buyer Materials”	means all and any information, specifications, plans, concepts, drawings, designs and other materials supplied by or on behalf of the Buyer, in any format.	“Products”	means the Equipment and/or Software and/or documentation listed or otherwise identified in, or supplied by EIVA or its Affiliates as a deliverable under the Agreement;
“Contract”	means the contract for the supply of the Products and/or the Services made between EIVA and the Buyer (whether or not signed by them), which comprises these Terms, any front sheet or other documentation (including any quotation or attached document) setting out the specific terms of the Contract, including the agreed terms of an Order or Order Confirmation, and all agreed schedules and appendices;	“Representatives”	means employees, officers, agents, consultants or sub-contractors of a party;
“Confidential Information”	means any confidential information disclosed by one party concerning the business or affairs of that party or its Affiliates, including but not limited to information relating to that party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and Buyers but excludes confidential information that is already in the public domain other than by breach of a confidentiality agreement between the parties or is already known to the other party without restriction;	“Restricted Party”	means a person or entity that is listed on, or owned or controlled by a person or entity listed on, any Sanctions List, or that is otherwise a target or subject of Sanctions Laws;
“Effective Date”	means the date when both Parties have signed this Agreement.	“Sanctions Authorities”	means the Office of Foreign Assets Control, the US Department of Treasury, the United States Department of State, the European Commission, the Danish Ministry of Foreign Affairs (Udenrigsministeriet), HM Treasury, the UK Department of Business and Trade, Global Affairs Canada, the Canada Border Services Agency, the Australian Department of Foreign Affairs and Trade, the Monetary Authority of Singapore, the UN Security Council, and any other governmental body that administers Sanctions Laws;
“EIVA Software”	means any Software, the Intellectual Property Rights to which are owned by EIVA or its Affiliates	“Sanctions Laws”	means all embargoes, regulations, codes, rules, decisions, directives or orders relating to and/or governing the imposition of economic, or financial sanctions or other trade embargoes imposed by any applicable Sanctions Authorities;
“EIVA”	means EIVA A/S, whose registered office is Niels Bohrs Vej 17, 8660 Skanderborg, Denmark	“Sanctions List”	means any list of embargoed countries, nations, jurisdictions, individuals or entities or other persons maintained by any applicable Sanctions Authorities or any similar list maintained or public announcement of sanctions made, by any applicable Sanctions Authorities;
“Equipment”	means tangible deliverables supplied by EIVA under a Contract, excluding Software and documentation;	“Services”	means the services listed or otherwise identified in the Contract
“Force Majeure Event”	means an event beyond the reasonable control of a party (or any person acting on its behalf), and includes, without limitation, acts of God, severe weather conditions, storms, floods, fires, sabotage, strikes, lockouts, other industrial disputes, vandalism, riots, civil commotion or other civil unrest, the effects of legislation, regulation, refusal of export licence or any other government refusal, embargo or intervention, or other legal intervention, interference by civil or military	“Software”	means deliverables comprising computer code supplied as either EIVA Software, or Third Party

Software in object code, whether embedded within Equipment, or supplied with Equipment, or supplied separately from Equipment, by EIVA under or in connection with a Contract;

“Software Licence - Terms and Conditions” means the Software Licence - Terms and Conditions available at <https://www.eiva.com/system/terms-and-conditions;>

“Specification/s” means the EIVA issued or EIVA approved documentation describing the Products and/or Services, including any data sheets, manuals, service descriptions, functional specifications, performance criteria, or and/or implementation protocols as may be updated from time-to-time by EIVA.

“Terms” means the general terms and conditions set out in this document;

“Third Party Software” means any Software the Intellectual Property Rights to which are owned by a third party other than an Affiliate of EIVA;

“Warranties” has the meanings stated in clause 4 and “Warranty” and “Warrants” shall be interpreted accordingly;

“Warranty Period” means the period stated as such in the Contract or if none is stated, then for new Equipment the period of 12 (twelve) Months from the Delivery Date; for Equipment that has been repaired by EIVA under clause 8.4, 6 (six) Months from the date of Delivery of the repaired Equipment; for EIVA Software the period of 3 (three) Months from Delivery; and for Services provided, the period of 3 months from completion of the Services by EIVA or its authorised Affiliate, third parties, agents, contractors or Representatives; for the purposes of this defined term, all Warranty Periods shall end on the same day of the Month on which the Delivery Date occurred for the Product or Services 12 (twelve) Months, 6 (six) Months or 3 (three) Months, as applicable, after the applicable Delivery Date; and for Services the period of 3 months from completion.