

General Terms and Conditions for the Sale of Products and Provision of Services

NSH TECHNOLOGY GmbH

1. General

- 1.1. The supply of any goods (the “**Goods**”) and the provision of any services (the “**Services**”) which NSH TECHNOLOGY GmbH (“**NSH-T**”) performs for a buyer (“**Buyer**”) shall be exclusively ruled by the following general terms and conditions (“**GTC**”), unless the parties have mutually agreed to any deviations thereof. Within the GTC Goods and Services together or individually are referred to as “**Scope of Work**”.
- 1.2. Any general terms and conditions of the Buyer shall only be binding on NSH-T if explicitly accepted by NSH-T. These GTC shall be applicable as well for the future Scope of Work, without the necessity to be explicitly referenced each time by NSH-T. Likewise, any Scope of Work performed by NSH-T with knowledge of deviating general terms and conditions of the Buyer shall be governed by these GTC.
- 1.3. If these GTC require a writing notification or confirmation, the respective party may send a signed official letter, an e-mail with a scan of a signed document, or a facsimile.
- 1.4. Any reference to a time period within these GTC calculated in days shall mean calendar days.

2. Conclusion of the Contract

- 2.1. All proposals of NSH-T are non-binding unless stated otherwise. Values and parameters in technical specifications, drawings and calculation, references to technical norms and standards and other product information of NSH-T are generally non-binding unless explicitly defined as being warranted.
- 2.2. The Buyer’s order shall constitute the binding offer, which may be accepted by NSH-T within 2 weeks from its receipt to conclude the contract for the Scope of Work (the “**Contract**”).
- 2.3. The content of the Contract shall be in accordance with the written acceptance of the offer by NSH-T, unless such acceptance contains deviating provisions to the Buyer’s offer which significantly deviate from the Buyer’s conditions.

3. Pricing

- 3.1. All prices are in Euro, exclusive of VAT, which shall be paid by the Buyer in accordance with applicable law.
- 3.2. The price for the Scope of Work (the “**Price**”) is based on delivery **EXW (Incoterms 2020)** at the respective NSH-T workshop location. The Buyer shall bear all further costs, including but not limited to specific packaging beyond standard packaging, freight, insurance and all costs for the export and import.

4. Reservation of Title

- 4.1. NSH-T shall retain title to all Goods until such time as it has received the agreed payments in full.
- 4.2. In case the law of the country governing the transfer of ownership of the Goods requires the registration of the reservation of title in a specific register to be legally valid, the Buyer shall inform NSH-T thereof before delivery and provide all authorizations and reasonable support required for such registration.
- 4.3. Should the reservation of title not or not fully be effective under such law, the Buyer shall cooperate for the purpose of granting comparable and equivalent security in favor of NSH-T that comply with the provisions of that country (e.g. letter of credit).
- 4.4. For the period of reservation of title, the Buyer shall at its own expense maintain and insure the Goods against all risks, e.g. theft, fire, water damage, breakage, which is to be evidenced upon request.

5. Payment Terms

- 5.1. The Price shall be payable as follows:
 - 50 % as down payment upon conclusion of the Contract, within 14 days from receipt of NSH-T's invoice,
 - 50 % upon EXW delivery of Goods, i.e. upon notice of readiness for shipment issued by NSH-T to the Buyer, or upon completion of Services, within 30 days from receipt of NSH-T's invoice.
- 5.2. In case Final Acceptance has been agreed, the Price shall be payable as follows:
 - 50 % as down payment upon conclusion of the Contract, within 14 days from receipt of NSH-T's invoice,
 - 40 % upon achievement of (Deemed) Preliminary Acceptance, however latest upon notice of readiness for shipment issued by NSH-T to the Buyer, within 30 days from receipt of NSH-T's invoice,
 - 10 % upon (Deemed) Final Acceptance, within 30 days from receipt of NSH-T's invoice.
- 5.3. Payments shall be deemed effected if the complete amount has been credited to the bank account of NSH-T at free disposal. The Buyer is not entitled to offset any counterclaims against the payment. In case any payment is delayed after the respective due date, NSH-T shall be entitled to interest on late payment of Euribor for 3 months plus 8 % p.a. for each day such payment is outstanding.
- 5.4. In addition, if any payment is delayed by more than 14 days, NSH-T shall be entitled to slow down or suspend performance of the Scope of Work until the payment is received. If the delay exceeds 60 days, NSH-T is entitled to terminate the Contract upon giving the Buyer 14 days prior written notice thereof.
- 5.5. If, after the conclusion of the Contract, a significant deterioration in the Buyer's creditworthiness is noted, e.g. also in the event of a not inconsiderable delay in payment, NSH-T is entitled to demand at the sole cost of the Buyer (i) reasonable additional advance payment, or (ii) opening of a confirmed letter of credit at a reputable bank to the reasonable satisfaction of NSH-T, (iii) or the provision of additional collateral in return for further fulfilment of contractual obligations.

6. Delivery and Transfer of Risk

- 6.1. The risk of loss or damage to the Goods shall be transferred from NSH-T to the Buyer upon delivery in accordance with the agreed Incoterm. Partial deliveries shall be permitted.
- 6.2. The time of delivery and other dates shall only be binding if explicitly agreed as guaranteed dates in the Contract. The delivery period shall commence upon receipt of the down payment by NSH-T. Start of loading of the Goods depends on the receipt of milestone payment related to delivery as per clause 5.
- 6.3. In case a delay of a guaranteed milestone is demonstrably caused by NSH-T and the Buyer can prove that it has incurred a loss, the Buyer is entitled to claim for compensation of losses resulting from the default as follows. After two weeks of delay the compensation shall be 0.5 % for every full week of delay, but in total not more than 5 %, calculated on the price of the delayed portion of the Scope of Work.
- 6.4. Once this compensation has reached the maximum, the Buyer may grant NSH-T a reasonable grace period in writing. If NSH-T fails to comply with this period for reasons attributable to NSH-T, the Buyer is entitled to decline acceptance of the late portion of the Scope of Work. If partial acceptance is unreasonable, the Buyer may withdraw from the Contract and reclaim any prior payments made in exchange for return of the Goods.
- 6.5. If the delivery of the Goods cannot be achieved on time for reasons not attributable to NSH-T, the delivery date shall be deemed to have been achieved upon issue of the timely notification of readiness for dispatch from NSH-T. In addition, NSH-T shall be entitled to store the Goods at Buyer's cost if the Buyer fails to take over the Goods in accordance with the agreed Incoterm on time.
- 6.6. In the event of delays and disruptions attributable to the Buyer, such as late pickup, takeover, or delivery of the Goods, NSH-T is entitled to compensation of all costs and damages, and the delivery periods shall be extended by the period during which the Buyer fails to comply with its obligations towards NSH-T.
- 6.7. Regarding delay, the Buyer has no rights or claims except for those expressly specified in this clause 6.

7. Examination of Goods, Preliminary and Final Acceptance

- 7.1. The Buyer shall inspect the Goods without undue delay upon receipt. Any objections, including deficient delivery or missing deliveries, shall be made in writing with sufficient details regarding the deficiency, and must be received by NSH-T within 5 working days from the time of arrival of the Goods at their destination. Latent defects shall be notified within 5 working days from the moment the defect has been discovered or should reasonably have been discovered. If the Buyer fails to provide such notice, the Goods delivered shall be deemed to have been accepted by the Buyer without objection.
- 7.2. The Parties may agree that a formal acceptance of the Scope of Work by the Buyer is required and define the details thereof. This does not change the transfer of risk for the Goods, which takes place in accordance with the agreed Incoterm.
- 7.3. The formal acceptance consists of (i) a pre-acceptance of the Scope of Work at NSH-T's factory (the "**Preliminary Acceptance**"), and (ii) a final acceptance of the Scope of Work at the Buyer's premises upon completion of the installation and commissioning of the Goods including the defined performance test (the "**Final Acceptance**").
- 7.4. The Parties shall complete Preliminary Acceptance and Final Acceptance each within 14 days from the date of NSH-T's notification to the Buyer of the readiness of the Goods. In case any defects of the Scope of Work appear, the rights and obligations of the parties shall be exclusively as set forth in clause 9.
- 7.5. NSH-T shall prepare a written protocol of the Preliminary and the Final Acceptance. The Buyer is obliged to confirm the successful Preliminary and Final Acceptance and to sign the corresponding acceptance protocol, unless the Scope of Work has major defects which shall be notified latest within 7 days upon receipt of the protocol by the Buyer.
- 7.6. If Preliminary Acceptance is not achieved as set forth in the Contract due to circumstances beyond the control of NSH-T, the Scope of Work shall be deemed to have been preliminarily accepted by the Buyer (the "**Deemed Preliminary Acceptance**") upon successful completion of all tests that have been defined for Preliminary Acceptance without major deficiencies of the Scope of Work.
- 7.7. If Final Acceptance is not achieved due to circumstances beyond NSH-T's control, the Scope of Work shall be deemed to have been finally accepted by the Buyer (the "**Deemed Final Acceptance**") in any of the following cases:
 - successful completion of all contractually defined tests for Final Acceptance without major defects of the Scope of Work, and the Buyer failed to sign the acceptance protocol within 7 days, or
 - Final Acceptance is delayed for more than 3 months from readiness of delivery of the Goods to the Buyer for reasons not being attributable to NSH-T, or
 - the Buyer starts commercial operation of the Goods exceeding trial operation as required for the defined performance test of the Goods.
- 7.8. NSH-T shall inform the Buyer of Deemed Preliminary Acceptance and Deemed Final Acceptance. In such case the corresponding acceptance protocol shall be valid with the signature of NSH-T only and thus be binding on the Buyer and third parties (e.g. banks providing collateral or making payments).

8. Taxes and Duties

- 8.1. NSH-T shall pay all taxes, duties, levies and fees which are imposed on the performance of the Scope of Work in Germany.
- 8.2. The Buyer shall pay all taxes, including but not limited to withholding tax, value added tax, stamp tax and any import taxes, customs duties, levies and fees, imposed on the performance of the Scope of Work in Buyer's country, any transit country and the country where the Goods shall be delivered to or installed, or where any Services shall be performed by NSH-T. In case such taxes, duties, levies or fees are imposed on NSH-T, the Buyer shall reimburse such cost and expenses of NSH-T on first request.

9. Warranty

- 9.1. The warranty period for any kind of defects of the Scope of Work shall be **12 months**, starting as applicable from the date of (i) delivery of the Goods, or (ii) completion of the Services, or (iii) (Deemed) Final Acceptance of the Scope of Work. If shipment is delayed for reasons not attributable to NSH-T, the warranty period shall end no later than 15 months from the date of notification that the Goods are ready for shipment.
- 9.2. For repaired or replaced parts of the Goods, the warranty period is 12 months from the date of repair or replacement. In any case, such extended warranty period shall end no later than 24 months from the beginning of the original warranty period according to clause 9.1.
- 9.3. NSH-T warrants that the Goods comply with the contractually agreed technical requirements at the time of signing the Contract. If any change occurs in the applicable law and technical requirements thereafter, NSH-T shall be entitled to extension of time and additional cost for the changes to the Scope of Work.
- 9.4. Descriptions of the Goods, drawings, pictures and information on weight, dimensions, and capacities, which are contained in offers or brochures, are for information purposes only and are not guaranteed by NSH-T unless explicitly agreed as warranted parameters in the Contract.
- 9.5. If the delivered Goods are defective, NSH-T shall at its option either repair or replace the deficient parts of the Goods. If the Services provided are deficient, NSH-T shall reperform the respective Services and repair or replace all affected Goods. The Buyer shall provide NSH-T the reasonable time and opportunity necessary for the rectification of the defect, in particular hand over the defective Goods for examination purposes. If a replacement part is delivered by NSH-T, the Buyer shall return the defective part to NSH-T upon request.
- 9.6. NSH-T is entitled to request payment of due amounts from the Buyer before the rectification of defects is started. The Buyer is entitled to withhold a reasonable amount of the Price in relation to the defect.
- 9.7. Warranty claims of the Buyer are subject to the proper fulfilment of its obligation to inspect the Goods in accordance with clause 7.1, including prompt notification to NSH-T in writing. If the Buyer fails to properly investigate and/or report defects, NSH-T's liability for the unreported defect is excluded.
- 9.8. If the Buyer has demonstrated that the defect is attributable to NSH-T, the expenses necessary for the inspection and rectification of the Scope of Work shall be borne by NSH-T. Otherwise, NSH-T may demand from the Buyer reimbursement of the expenses resulting any unjustified request for rectification.
- 9.9. In urgent cases, e.g. in the event of a threat to operational safety, the Buyer is may remedy the defect itself and demand reimbursement of reasonable expenses from NSH-T. The Buyer shall notify NSH-T thereof immediately, if possible, in advance. The Buyer's claim for compensation of additional costs and expenses resulting thereof shall be excluded (i) if NSH-T would not have been obliged to remedy the defect under these GTC, or (ii) if NSH-T could have rectified the defect without needing more time.
- 9.10. If the rectification of a major defect by NSH-T has failed twice, or the defect has not been rectified by NSH-T within a reasonable period, the Buyer may (i) rectify the defect itself and request compensation of reasonable cost from NSH-T, or (ii) terminate the Contract, or (iii) reasonably reduce the Price. The termination shall be limited to the defective portion of the Scope of Work unless partial acceptance of the remaining non-deficient portion is not appropriate for the Buyer. In case of minor defects, the Buyer shall not be entitled to termination, but only to a reasonable reduction of the Price.
- 9.11. Unless the Buyer demonstrates otherwise, the warranty and liability of NSH-T shall be excluded if the defect is due to:
 - operation and maintenance instructions were not observed properly,
 - the Goods were altered or modified without the consent of NSH-T,
 - parts of the Goods are replaced, or materials are used that are not in accordance with NSH-T's original product specifications,

- design specifications, standards or requirements of the Buyer,
- installation and commissioning work were not performed by NSH-T,
- the Goods are used in combination with third-party supplies or services that are incompatible with NSH-T's product specifications,
- normal wear and tear, or
- other reasons not attributable to NSH-T.

9.12. If the parties agree on the delivery of used products, all warranty claims are expressly excluded.

9.13. Buyer's entitlement for damages or reimbursement of additional expenses related to defects shall only be given in accordance with clause 11 of these GTC and otherwise be excluded.

10. Intellectual Property Rights

10.1. NSH-T warrants that the Goods delivered to the Buyer do not infringe any intellectual property rights of third parties, provided that the Goods are not modified by Buyer without NSH-T's consent.

10.2. If any third-party claims infringement of its intellectual property rights, the Buyer shall notify NSH-T thereof without undue delay. In case of a justified claim, NSH-T shall at its cost and option either:

- defend the Buyer from such suit or action,
- modify the Goods to make them non-infringing, or
- procure the license from the third party to enable the Buyer to use the Goods in accordance with the Contract.

10.3. The Buyer shall not be entitled to settle any claim without the prior written consent of NSH-T.

10.4. In case of a possible infringement of third-party intellectual property rights related to Goods of other suppliers, NSH-T will at its discretion either enforce the claim against such supplier at Buyer's cost or assign the corresponding rights to the Buyer. NSH-T shall in such cases only be liable to the Buyer if the legal enforcement of the claim against the supplier was unsuccessful or does not have prospect of success, e.g. due to insolvency of the supplier.

10.5. The sole ownership and copyrights to NSH-T's offers, images, drawings, calculations and other records (also in electronic form), including the technical documentation as well as all know-how and intellectual property incorporated in the Scope of Work (all together referred to as "NSH-T IP") remains with NSH-T.

10.6. The Buyer receives a non-exclusive, royalty-free, perpetual right to use the submitted technical documentation and NSH-T IP for the operation, maintenance and repair of the delivered Goods at the agreed location. The Buyer shall not be entitled to modify and/or reverse engineer the technical documentation and other parts of the Scope of Work, or copy the documentation for reproduction or imitation of the Goods, either by itself or with the support of a third party.

11. Limitation of Liability

11.1. All rights, remedies, liabilities and obligations of the Parties shall be exclusively as stipulated in the Contract and be in lieu of any other rights and remedies available under any applicable law.

11.2. NSH-T's liability for compensation of any loss, damage or claim of the Buyer under the Contract shall be limited to 15 % of the Price, excluding NSH-T's cost for completion of the Scope of Work, rectification of defects under the contractual warranty and payments from the insurer.

11.3. Notwithstanding anything contained to the contrary in the Contract, in no event shall NSH-T be liable to the Buyer for any indirect, consequential, or special loss or damage, loss of profit, loss of revenues, loss of production, loss of use, loss of contracts, loss of data or information, additional production cost or any other economic loss of any kind, whether under the Contract, at law or in tort.

11.4. This limitation of liability shall not apply in case of wilful misconduct or gross negligence, or if such limitation or exclusion is precluded under mandatory law.

12. Confidentiality, Use of Data and Protection of Personal Data

12.1. Each party shall treat all technical and commercial data and documents, reports, calculations, including the technical documentation as well as all know-how, which is received from the other party during the execution of the Contract, whether in written, oral or electronic form, (the “**Confidential Information**”) as confidential. This obligation shall not apply to Confidential Information which is demonstrably (i) generally known without breach of this confidentiality obligation, or (ii) lawfully obtained from third parties without a confidentiality obligation, or (iii) independently developed by NSH-T or the Buyer.

12.2. Confidential Information shall not be disclosed to any third party without the disclosing party’s written consent. Notwithstanding the above, either party shall be entitled to use the other party’s Confidential Information for the purpose of fulfilment of the Contract and in accordance with the rights of use granted hereunder, but limit access to Confidential Information to its employees, affiliates, subcontractors and consultants who need to know such information for that purpose.

12.3. In connection with the provision of Scope of Work, NSH-T may receive, collect, store, and process system-specific data, or other types of information, data, or content from the Buyer (“**Collected Data**”). The Buyer hereby grants NSH-T and/or affiliated companies of NSH-T a non-exclusive, transferable, sublicensable, worldwide, royalty-free, perpetual, non-revocable right to use any Collected Data to (i) perform and improve goods and services, and (ii) provide new and additional goods and services, add new features, and (iii) create derivative works and aggregated data derived from Collected Data.

12.4. The Buyer and NSH-T shall comply with applicable data protection laws protecting personal data by fulfilling their respective obligations. NSH-T is entitled to store personal data received from the Buyer in connection with the contractual relationship and, to the extent relevant, to transfer such data to its affiliates, subcontractors and legal advisors in accordance with the applicable data protection law.

13. Export Control

13.1. The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods supplied under or in connection with the Contract.

13.2. The Buyer shall undertake its best efforts to ensure that the purpose of clause 13.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

13.3. 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 13.1.

13.4. Any violation of clauses 13.1, 13.2 or 13.3 shall constitute a material breach of an essential element of the Contract, and NSH-T shall be entitled to seek appropriate remedies, including, but not limited to (i) termination of the Contract, and (ii) a penalty of 10% of the Price or the value of the goods exported, whichever is higher.

13.5. The Buyer shall immediately inform NSH-T about any problems in applying clauses 13.1, 13.2 or 13.3, including any relevant activities by third parties that could frustrate the purpose of clause 13.1. The Buyer shall make available to NSH-T information concerning compliance with the obligations under clauses 13.1, 13.2 or 13.3 within two weeks of the simple request of such information.

13.6. In addition, the Buyer acknowledges that the sale, resale and the disposal of the Goods including any associated technology or documentation may be governed by further German, EU, US or other national or international export control regulations. Any transfer of the Goods to sanctioned countries, sanctioned persons, sanctioned entities or for a military or nuclear use may either be prohibited or require specific authority approvals. The Buyer warrants that it will comply with any applicable export

statutes and regulations regarding the Goods and that it will in particular not directly or indirectly deliver the Goods into countries to which such import is restricted or prohibited.

- 13.7. If the parties agreed that the Goods shall be exported, the delivery obligation of NSH-T is subject to completion of all export-related approval processes, including receipt of all necessary permits (e.g. export license).
- 13.8. The Buyer shall provide all required documents and information requested by NSH-T or the competent German export control authority within 14 days or such time as notified. NSH-T shall make all reasonable efforts to obtain the required export license but does provide any warranty or guarantee in this respect.
- 13.9. Any delays due to investigations or approval procedures for the export of the Goods will entitle NSH-T to postpone deadlines and delivery dates accordingly. NSH-T shall not be liable for any damages or costs incurred by the Buyer in connection with such delays, or the prohibition of the export due to a missing export license unless directly caused by NSH-T.
- 13.10. The Buyer will indemnify and hold harmless NSH-T, its affiliates, subcontractors, and their representatives, against any claims, damages, fines and costs (including attorney's fees and expenses) relating in any way to Buyer's noncompliance with this Section 13, including Buyer's and its third-party business partners' violation or alleged violation of any export regulations, and the Buyer will compensate NSH-T for all losses and expenses resulting thereof.

14. Force Majeure

- 14.1. The delivery obligations of NSH-T are subject to the timely delivery by its suppliers, unless the delayed delivery of the supplier is due to the fault of NSH-T (e.g. late order placement).
- 14.2. The parties shall be released from the responsibility to fulfil their obligations hereunder in case this non-performance results from an event of force majeure, i.e. which is unforeseeable and beyond the reasonable control of either party, including but not limited to:
 - natural disasters like flood, storm, earthquake, fire, hurricane, typhoon, volcanic eruption,
 - blockade, war, civil war, war-like actions, riot and terrorism,
 - missing governmental permits, export restrictions, embargos and sanctions,
 - strike, lockout and industrial actions,
 - epidemics and pandemics,
 - port congestions and transport accidents which are not caused by NSH-T or its vendors, or
 - any other circumstances beyond the Parties' control which arise or change after the Contract has been concluded.
- 14.3. If a force majeure event occurs, the performance of the parties' obligations shall be postponed for the duration of the force majeure event, including a reasonable restart period.
- 14.4. The party which is affected by a force majeure event shall inform the other party within 15 days regarding the circumstances of the event, the impact on the performance of its contractual obligations and the expected duration of the force majeure event.
- 14.5. If a force majeure event continues for a period of more than 3 months, either party shall be entitled to terminate the future performance of the Contract by written notice to the other party. In this case NSH-T shall stop the further performance of the Scope of Work, terminate all purchase orders to suppliers and hand over all finished and partially finished parts of the Scope of Work to the Buyer. The Buyer shall pay to NSH-T (i) a portion of the Price for the Scope of Work partially or completely performed up to the date of termination, and (ii) all documented reasonable cost required for the termination, including but not limited to cancellation cost related to NSH-T's suppliers.

15. Supplies and Services of the Buyer

- 15.1. The Buyer shall fulfil all obligations to cooperate with NSH-T in a timely manner, in particular to provide the supplies and services for which it is responsible, to enable NSH-T to begin, execute and complete the Scope of Work in accordance with the schedule without delays, disruptions or hindrances of any kind.
- 15.2. Construction work such as foundations and connections must be completed by the Buyer with the associated planning and construction work at the time and in the condition set forth in the Contract. If the Goods need to be connected to other equipment via an interface, the Buyer is responsible for providing this interface, including dimensions and compatibility.
- 15.3. If documents are submitted to the Buyer for approval, they shall be processed and returned immediately, but no later than within seven days of submission. Any delay by the Buyer will extend the schedule accordingly. The Buyer may only refuse approval of documents if it can prove that such document contradicts the requirements of the Contract.
- 15.4. For Services, the Buyer shall provide NSH-T with secure and appropriate access to the place of performance at any time it is required. NSH-T will take appropriate account of the interests of the Buyer when scheduling its activities at the Buyer's premises.
- 15.5. The Buyer is responsible for (i) keeping the installation site in a safe condition and ensuring the occupational safety of all personnel at the installation site at all times, (ii) carrying out all activities at the installation site safely and in accordance with the applicable directives, laws, regulations, standards and in accordance with the operating manual supplied by NSH-T, and (iii) avoiding any removal or modification of any safety devices, protective equipment or warning signs supplied by NSH-T.
- 15.6. In no event shall NSH-T be liable for any acts and/or omissions of Buyer's subcontractors or any persons provided by the Buyer, for their services or their supplied equipment.
- 15.7. In the event of a breach of any of the aforementioned obligations by the Buyer, it shall indemnify and hold harmless NSH-T against any third-party claim as well as related costs and expenses, including but not limited to claims of third parties arising in any way from acts or omissions of persons provided by the Buyer in accordance with clause 15.6.

16. Subcontracting

NSH-T may at its sole discretion assign the Contract completely or singular rights and obligations hereunder to an affiliated company of NSH-T and/or subcontract any portion of the Contract.

17. Software Rights

- 17.1. The following provisions of this clause 17 shall apply to the extent that the Scope of Work includes the use of software, unless a separate software license agreement has been concluded.
- 17.2. NSH-T grants to the Buyer a non-exclusive, unrestricted right in terms of place and duration to use the provided software. If the Software is not used by the Buyer itself under the Contract but is forwarded in whole or in part by the Buyer to its customer (end-user), the rights set out in this clause 17 are exclusively granted to this end-user. The Buyer is obliged to provide NSH-T with the name and full address of the end-user and to make sure that the end-user confirms in writing to NSH-T the receipt of the software from the Buyer.
- 17.3. The use of the software must be limited to the extent set forth in the respective Contract and related technical descriptions. In the case of a license limited to a specific device, the software may only be installed and used on a single device. In case of a server license, the software may only be installed and used on a single server. The application is limited to the number of natural persons equivalent to the number of licenses having been purchased.

- 17.4. The permitted use includes installing the software on a device or server, downloading it to main memory, in each case as necessary and possible, and using it by the Buyer for its intended purpose. Under no circumstances shall the Buyer be entitled to transfer or sublicense the purchased software, to publish it or to make it available to third parties, neither against payment nor free of charge. Clause 17.6 of these GTC remains unaffected.
- 17.5. The software itself or any documentation or subsequent updates thereof may not be modified, copied or otherwise duplicated or disclosed to any third party without the prior written consent of NSH-T, including the internal needs of the Buyer – with the exception of a single back-up copy for backup purposes. Such back-up copy made must clearly identify the words "back-up copy" together with a copyright notice for NSH-T.
- 17.6. If the parties have expressly agreed that the Buyer is entitled to transfer the purchased software to an end-user, the Buyer is only entitled to transfer the software for permanent – but not temporary – use. In such a case the Buyer shall be obliged to refrain from any application of the software, and completely delete any copies of the software which might have been installed at its own devices (including any back-up copies), unless the Buyer is legally bound to keep a copy for an extended period.
- 17.7. To the extent that the software supplied by NSH-T is already installed on hardware and is expressly marked as OEM software, such software may only be transferred together with the respective hardware for use by a third party. Devices provided by NSH-T with OEM software copies are delivered only for back-up and recovery purposes and are not independently transferable.
- 17.8. The Buyer shall take appropriate measures to prevent that employees and other third parties may gain unauthorized access to the delivered software and related documentation. Copyright notices, serial numbers, and other identifiers used to identify programs shall not be altered or removed from the media or documentation.
- 17.9. Source codes are usually not provided. This requires in any case a separate contractual agreement.
- 17.10. The Scope of Work may contain third-party software, which NSH-T undertakes to identify accordingly. The rights of use with respect to such software is primarily defined in the associated terms and conditions of the license granted by the software provider. The Buyer is obliged to accept the license terms of the software provider. Otherwise, NSH-T is entitled to withdraw from the Contract.

18. Waste Management

The Buyer is obliged to strictly observe the technical documentation and to ensure the proper disposal of the Goods at its own expense in accordance with the applicable law. In the event of a resale of the Goods, the Buyer shall transfer this obligation to the corresponding purchaser(s).

19. Compliance with Laws

- 19.1. Both Parties are dedicated to implement ethical business guidelines and therefore represent and warrant to each other that, during the performance of the Contract, they will:
 - refrain from offering, promising or granting any unlawful benefits to personnel, agents or other related persons of the other party,
 - comply with the applicable competition law rules and in particular refrain from any agreements or concerted practices which have as their object or effect the prevention, restriction or distortion of competition,
 - comply with the statutory provisions for applicable minimum wages as well as other labour law provisions, in particular regarding the treatment of employees, work safety, the elimination of child labour and forced labour etc. which are applicable in the respective country where work is being performed, and
 - comply with the statutory provisions of applicable environmental regulations.

- 19.2. In case of any suspected breach of the obligations under clause 19.1, the affected party shall immediately elucidate the occurrence and give notice to the other party accordingly. If the suspicion is confirmed, the affected party shall inform the other party within reasonable time about the measures which have been taken to avoid any future occurrences of such breach.
- 19.3. Material breaches of applicable laws and regulations, including the obligations set forth under clause 19.1 as well as insufficient elucidation according to 19.2, shall entitle the other party to terminate the Contract and claim compensation of damages occurred.

20. Governing Law and Resolution of Disputes

- 20.1. The Contract shall be governed by the laws of Switzerland except for the conflict of laws provisions. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 20.2. Any dispute, controversy, or claim arising out of, or in relation to the Contract, including regarding the validity, invalidity, breach, or termination thereof, which cannot be settled amicably by the parties, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be three. The seat of the arbitration shall be Bern, Switzerland.
- 20.3. The arbitral proceedings shall be conducted in English language. The arbitration decision shall be final and binding for both parties.

21. Severability

Should any provision of the GTC be invalid, void or unenforceable, this shall not affect the validity of the GTC as such. The invalid, void or unenforceable provision shall be modified to set up a provision which comes economically closest to the intention of the parties with regard to the original clause.

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