

## Unibap AB – Terms & Conditions

### 1. DEFINITIONS AND SCOPE

1.1 The sale and delivery of products and performance of services (the “**Products**” and “**Services**”, respectively) by Unibap AB, a Swedish joint-stock company with corporate registration number 556925-1134 (“**Unibap**”), are subject to these terms and conditions (these “**Terms**”) regardless of other or additional terms or conditions in any customer (“**Customer**”) purchase order or documents, unless separately agreed in a document duly signed by authorized representatives for Unibap and Customer.

1.2 Unibap agrees to sell and deliver the Products and to perform the Services specified in an Accepted PO (as defined in Section 2.1 below) only subject to these Terms.

1.3 These Terms, together with the Unique Order Terms (defined in Section 2.3 below) set forth in an Accepted PO constitute the entire agreement of Customer and Unibap for purchase, sale and delivery of the Product(s) and performance of the Services (the “**Contract**”).

### 2. GENERAL

#### Quotations and Customer Purchase Orders

2.1 Unibap’s quotations are not binding unless otherwise expressly stipulated in writing in the quotation. The Customer’s acceptance of a quotation shall always be deemed as a Customer purchase order. A Customer purchase order is not binding to Unibap unless it has been confirmed in writing as accepted by Unibap (an “**Accepted PO**”).

#### Unique Order Terms

2.2 The following information shall be included in an Accepted PO: (i) Products and quantities and/or specification of Services, (ii) prices/fees, (iii) delivery and performance instructions, including delivery times, and, when applicable, (iv) the Unibap part number, (together the “**Unique Order Terms**”).

### 3. DELIVERY AND PERFORMANCE

#### Delivery time

3.1 Delivery times are set out in the Unique Order Terms. In case of Services, the term delivery shall mean performance of the Services.

3.2 If, instead of a fixed date for delivery, Unibap and the Customer have agreed on a period of time within which delivery shall take place, such period shall unless otherwise agreed in the Unique Order Terms start to run on the date of the Accepted PO.

3.3 Unibap has the right to make partial deliveries to the Customer.

#### Late delivery

3.4 If Unibap finds that it will not be able to deliver the Products or Services at the agreed time or if delay on its part seems likely, Unibap shall without undue delay notify the Customer thereof, stating the reason for the delay and if possible the time when delivery can be expected.

3.5 If delay in delivery is caused by a Force Majeure Event or by an act or omission on the part of the Customer, including suspension by Unibap under Section 12, the time for delivery shall be extended by a period which is reasonable having regard to the circumstances in the case. The time for delivery shall be extended even if the reason for delay occurs after the originally agreed time for delivery.

3.6 If Unibap fails to deliver a Product or Service on time, Customer is entitled to liquidated damages from the date on which delivery should have taken place. The liquidated damages shall be payable at a rate of 0.5 percent of the agreed price/fees for the Product or Services for each full week of delay. If the delay only concerns a part of ordered Products or Services, the liquidated damages shall be calculated on the part of the price/fees properly attributable to the delayed Products or Services. The liquidated damages shall not exceed 5 percent of that part of the price/fees on which it is calculated.

3.7 If the delay is such that the Customer is entitled to maximum liquidated damages under Section 3.6 above and if the delayed Product or Services are still not delivered, the Customer may in writing demand delivery within a final reasonable period which shall not be less than two weeks. If Unibap does not deliver or perform within such final period and this is not due to any circumstance attributable to the Customer, then the Customer may by notice in writing to Unibap terminate the Contract in respect of the delayed Product or Services. If Customer so terminates the Contract, the Customer shall be entitled to compensation for the damage it suffers as a result of Unibap’s delay. The total compensation, including the liquidated damages payable under Section 3.6 shall not exceed 10 percent of the part of the purchase price which is attributable to the part of the Product or Services in respect of which the Contract is terminated.

3.8 The liquidated damages become due at the time the Customer demands payment in writing provided that (i) all of the ordered Products or Services under the relevant Contract have been delivered, or (ii) the Contract has been terminated in accordance with Section 3.7 above.

3.9 The Customer’s limited right to compensation together with the liquidated damages are the exclusive remedies available to the Customer in case of Unibap’s delay in delivery of Products and/or Services. Accordingly, all other claims against Unibap based on such delay shall be excluded, except where and to the extent Unibap has been guilty of gross negligence.

3.10 If the Customer has not lodged a claim for liquidated damages or compensation within six months after the time when delivery of the Products or Services should have taken place, the Customer has forfeited its right to claim the liquidated damages or compensation.

#### **Delivery terms**

3.11 Products and Services shall be delivered by Ex Works (INCOTERMS 2010). In case other trade term has been agreed in the Unique Order Terms, it shall be interpreted in accordance with INCOTERMS 2010.

#### **4. INSPECTION, ACCEPTANCE AND NOTICE OF DAMAGE OR NON-CONFORMANCE**

4.1 The Customer shall promptly after delivery inspect delivered Products and Services in accordance with generally accepted business practices, and within 10 days from delivery give Unibap notice in writing of any identified Defects or Deficiencies in the Products or Services, as applicable.

4.2 If Customer does not give such notice within the time stipulated above, the Customer will be deemed to have accepted the Products and Services and waived any right to lodge any claim based on any Defect or Deficiency that reasonably would have been discovered upon an inspection compliant with Section 4.1 above.

#### **5. PRICING/FEEES, TERMS OF PAYMENT**

5.1 Payment terms shall be net 30 days from date of Unibap 's invoice.

5.2 Payment shall be made in the currency set out in the Unique Order Terms or invoice, as applicable. Unibap shall be entitled to offset payments against prior debt balances in Customer's account.

5.3 Unibap shall have the continuing right to review Customer's credit and in its sole discretion change Customer's payment terms and, without limiting the foregoing, may at any time demand advance payment, or a guarantee of prompt payment, prior to delivery or service activation.

5.4 In the event of late payment from the Customer, Unibap is entitled to a penalty interest according to the Swedish Interest Act (Sv. Räntelagen, SFS 1975:635) from the date on which payment was due.

5.5 Customer shall be liable for any costs incurred by Unibap in the event of variation or suspension of any order by the Customer. In an international payment transaction, Customer shall be liable for any additional costs incurred.

5.6 Stated prices for the Products and fees for Services do not include any applicable sales taxes, Value Added Tax, export or import charges, transportation or insurance charges, customs and

duty fees, personal property or similar taxes; all of which shall be paid by the Customer. Any tax that Unibap may be required to collect or pay upon the sale or delivery of the Product shall be paid by Customer to Unibap unless Customer provides direct payment authority or an exemption certificate valid in the jurisdiction to which the Product will be delivered.

#### **6. RETENTION OF TITLE**

Delivered Products shall remain the property of Unibap until paid for in full to the extent that such retention of title is valid under the applicable law. The Customer shall at the request of Unibap assist Unibap in taking any measures necessary to protect Unibap's title to the Product in the country concerned. The retention of title shall not affect the passing of risk under the applicable delivery term.

#### **7. LIABILITY FOR DEFECTS AND DEFICIENCIES**

##### **Product Warranty**

7.1 Unibap warrants that the Products conform to the applicable product specifications and are free from defects resulting from faulty material or workmanship (the "**Product Warranty**"). A deviation from the Product Warranty is a "**Defect**".

7.2 Unibap shall be liable to remedy without undue delay any Defect which appears within a period of 12 months from delivery of the Product (the "**Product Warranty Period**"). Unibap shall always be deemed to have fulfilled its obligation to remedy a Defect if it delivers a duly repaired Product or a Product in replacement to the Customer that is not Defective. Unibap shall also be entitled to instead opt to reduce the purchase price in proportion to the reduced value of the Product due to the Defect.

7.3 Repair work shall be carried out at the place where the Product is located unless Unibap deems it more appropriate that the Product is sent to Unibap or another destination specified by Unibap. Customer shall at its own expense provide access to the Product and arrange for any intervention in equipment other than the Product, to the extent this is necessary to remedy the Defect. Unless otherwise agreed, necessary transport of the Product or parts thereof to and from Unibap in connection with the remedy of a Defect for which Unibap is liable shall be at the risk and expense of Unibap. Customer shall follow Unibap's instructions regarding such transport. Customer shall bear any additional costs which Unibap incurs for remedy a Defect caused by the Product being located in a place other than the place of delivery. Defective parts which have been replaced shall be made available to Unibap and shall be its property.

7.4 If Unibap does not remedy a Defect as per its obligations under Section 7.2, Customer may by notice in writing set a final reasonable period for completion of the remedial action, which shall not be less than two weeks. If Unibap fails to complete remedial action within the final reasonable period stipulated, Customer shall (i) be entitled to a

reduction of the purchase price in proportion to the reduced value of the Product provided that such reduction shall not exceed 10 percent of the purchase price for the Defective Product, or, (ii) where the Defect is so substantial as to significantly deprive the Customer of the benefit of the Contract as regards the Defective Product, be entitled to terminate the Contract in respect of the Defective Product by notice in writing. If Customer so terminates, it shall be entitled to compensation for the damage it suffers as a result of the Defect. The compensation payable shall however not exceed 10 percent of the purchase price attributable to the Product in respect of which the Contract is terminated.

7.5 The Product Warranty shall only apply if and to the extent that the Product has been and is properly and correctly installed, configured, interfaced, maintained, stored, operated in compliance with Unibap's applicable documentation and specifications, and has not been subject to modification or misuse by someone else than Unibap. Unibap shall further have no liability under the Product Warranty for defects resulting from (i) combination or use of the Product with hardware or software products, information, data, systems, interfaces or devices not made, supplied or specified by Unibap, (ii) accident, lightning or other electrical discharge, fresh or saltwater immersion or spray (unless expressly set out in applicable Product specifications) or exposure to environmental conditions for which the Product is not intended, (iii) normal wear and tear, or (iv) cosmetic damage.

#### **Warranty for Services**

7.6 Unibap warrants that Services will conform to the applicable Services specifications set forth in the Unique Order Terms and that Services will be performed with due care and in a competent and professional manner (the "**Services Warranty**"). A deviation from the Services Warranty is a "**Deficiency**".

7.7 Unibap shall without undue delay remedy any Deficiency in Services which appears within a period of 12 months from performance of the Services (the "**Services Warranty Period**"). Remedy shall be made by re-performance or in any other appropriate way decided by Unibap in its reasonable discretion. Unibap shall also be entitled to instead opt to reduce the fees in proportion to the reduced value of the Services due to the Deficiency.

7.8 If Unibap does not remedy a Deficiency as per its obligations under Section 7.7, Customer may by notice in writing set a final reasonable period for completion of the remedial action, which shall not be less than two weeks. If Unibap fails to complete remedial action within the final reasonable period stipulated, Customer shall (i) be entitled to a reduction of the fees in proportion to the reduced value of the Services provided that such reduction shall not exceed 10 percent of the fees for the Deficient Services, or, (ii) where the Deficient is so substantial as to significantly deprive the Customer of the benefit of the Contract as regards the Deficient

Services, be entitled to terminate the Contract in respect of the Defective Product by notice in writing. If Customer so terminates, it shall be entitled to compensation for the damage it suffers as a result of the Deficiency. The compensation payable shall however not exceed 10 percent of the fees attributable to the Services in respect of which the Contract is terminated.

#### **Notifications; Warranty Disclaimers**

7.9 Customer shall without undue delay notify Unibap in writing of any Defect or Deficiency which appears. Such notice shall under no circumstance be given later than two weeks after the expiry of the Product Warranty Period or Services Warranty Period, as applicable. The notice shall contain a description of the Defect or Deficiency. If Customer fails to notify Unibap as aforesaid, Customer has lost its right to have the Defect or Deficiency remedied. If Customer has given such notice of a defect/deficiency and no defect/deficiency is found for which Unibap is liable, Unibap shall be entitled to compensation for the costs it incurs as a result of the notice.

7.10 Save as expressly stipulated in this Section 7, Unibap shall not be liable for, and Customer shall have no other remedy available in case of, any non-conformance, deviations, defects or deficiencies in any Product or Services, or the performance thereof.

7.11 Unless expressly provided for in the Unique Order Terms, Unibap specifically disclaims any and all warranties, representations or guarantees, including implied warranties, representations or guarantees of merchantability, non-infringement, title or fitness for a particular purpose or achievement of a particular or specific result, and implied warranties, representations or guarantees arising from course of dealings or business practices. Products and Services may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications, for which Unibap shall not be held responsible or liable.

7.12 Unless expressly agreed with the Customer, Unibap is under no obligation to provide updates, upgrades, support, or maintenance of any kind under the Contract.

#### **8. NO LIABILITY FOR INDIRECT LOSS ETC.**

8.1 Unibap shall in no event be liable for any indirect or consequential loss or damage, including without limitation loss of profit or revenue, loss of goodwill, loss of business opportunities, loss of production or production capacity, even if advised of the possibility of such loss or damage. This exclusion of liability shall not apply if and to the extent such loss or damage has been caused by gross negligence on Unibap's part.

8.2 Unibap shall not be liable for any modification or damage to, or loss of, any software programs, data, or other information stored on any Product or

hardware, or for any consequence of such damage or loss, e.g., loss of business in the event of system, program or data failure. The Customer is solely responsible for make any necessary or appropriate backups of data and for removal of all features, parts, alterations, and attachments not covered by warranty prior to releasing the Product to Unibap. When applicable, the Product will be returned to the Customer configured as originally purchased, subject to availability of software.

## **9. INTELLECTUAL PROPERTY OWNERSHIP AND LICENSES**

9.1 The Customer confirms that Unibap owns all rights, title and interest to and in all intellectual property and other proprietary rights to and in the technology, software, designs, engineering details, schematics and similar data relating to or incorporated in the Products and Services as well as in any accompanying documentation (including but not limited to, tender documents and materials, calculations, drawings, models, plans, sets of tools, etc.) or information derived from the foregoing.

9.2 The ownership and intellectual property rights of any software in a Product (including but not limited to, whether built into hardware circuitry as firmware, form hardware description HDL code (VHDL, Verilog), is provided as a standalone computer software product, is embedded in flash memory or stored on external media, will remain with Unibap and is not assigned to the Customer under the Contract. The Customer is granted a non-exclusive, non-assignable right to use the Product software strictly for the purpose of operating the delivered Products in accordance with the specified field of use.

9.3 The ownership and intellectual property rights to and in any detailed application descriptions regarding the Product (including but not limited to, application descriptions for development of electronic or mechanical systems optimizing the usage of the Product such as carrier board schematics, cooling solutions, HDL code) will remain with Unibap and is not assigned to the Customer under the Contract. The Customer is granted a non-exclusive, non-assignable right to use the Product description strictly for the purpose of operating the delivered Product in accordance with the specified field of use. A single set up and transfer fee may be defined due to complexity of application descriptions.

9.4 The Customer shall inform Unibap whenever a third party shall use a Product in its business and assure that such party signs an end user license agreement (an "EULA") with Unibap prior to the use of the Product. Terms of use, software or service will be subject to terms in such EULA (including any differing limited warranty terms exclusions and limitations).

9.5 Nothing in these Terms shall be construed to grant any rights or license to use any software in any manner or for any purpose not expressly permitted by the Unibap license.

9.6 Customer shall take reasonable precautions to prevent unauthorized access and use of delivered software and documentation under the Contract by third parties. All documentations relating to the Product is considered confidential and Customer shall not copy such documentation or disclose any content therein to any third party without Unibap's prior written consent.

9.7 To the extent permitted by relevant law, Customer shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the Products or results of Services, or attempt to do so.

9.8 Customer is prohibited from, and shall prevent any third party from, removing, covering or altering any of Unibap's patent, copyright or trademark notices placed upon, embedded in or displayed by the Products or their packaging and related materials. Unibap reserves all rights not specifically granted to Customer hereunder.

## **10. GOVERNMENT AND USERS-RESTRICTED RIGHTS**

10.1 Use, duplication, or disclosure of products by the U.S. Government is subject to restrictions set forth in these Terms. Unibap is a distributor of "Commercial Items" as defined in FAR 2.101.

10.2 Unibap hereby advises that it will only operate under FAR 52.244-6 when fulfilling a subcontract for a government prime contractor. Therefore, the following FAR clauses are incorporated by reference and made a part of any such subcontract or order to the extent that these clauses are applicable.

- 52. 219-8 Utilization of Small Business Concerns
- 52.222-26 Equal Opportunity
- 52.222-36 Affirmative Action for Workers with Disabilities
- 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues
- 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels

10.3 If the subcontract is issued in support of a DOD prime contract the following additional clauses are incorporated by reference and made a part of any such subcontract or order to the extent that these clauses are applicable:

- DFARS 252.247-7023 Transportation of Supplies by Sea
- DFARS 252.247-7024 Notification of Transportation of Supplies by Sea

10.4 In accordance with FAR 12.211 the Customer will receive only those rights in technical data customarily provided by Unibap 's supplier. By no means will this be interpreted as providing to the

Customer unlimited rights in data, software, or intellectual property rights provided by Unibap's supplier or any other third party.

10.5 Unibap hereby rejects the flow down of the requirements of the following: (i) Trade Agreements Act, FAR 52.225-5 or DFARS 252.225-7021; and (ii) the Buy American Act, FAR 52.225-1 or DFARS 252.225-7001. There is an exception to the Buy American Act for "information technology" that applies to many of the products sold by Unibap's business. However, Customer is solely responsible for determining if an exception exists.

## 11. EXPORT PROCEDURES

11.1 The Customer is informed that sale and delivery of Products in an export situation may be subject to export regulations of the United States or other countries.

11.2 The Customer warrants that it will not export or re-export directly or indirectly, any Product in violation of any law or regulation, (including, without limitation, any law or regulation of the United States Government or any agency), or to embargoed or otherwise restricted countries, or sell Products to companies from time to time listed on the denied persons list published by the United States Department of Commerce. Customer further warrants that it will not export or re-export any Product with knowledge that it will be used in the design, development, production or use of chemical, biological, nuclear or ballistic weapons.

11.3 Laws and regulations change frequently. It is Customer's responsibility to know the law pertaining to export/import procedures in the country of destination of the Product.

11.4 Customer will defend, indemnify and hold Unibap harmless against any liability (including attorneys' fees) arising out of Customer's failure to comply with the terms of this Section 11.

## 12. CUSTOMER'S DEFAULT

Unibap reserves the right, by written notice of default, to cancel or suspend performance under a Contract if (i) the Customer is in default in the performance of its obligations under the Contract including these Terms, (ii) the Customer ceases business operations or enters into any bankruptcy, insolvency, receivership or similar proceeding not dismissed within 30 days, or assigns its assets for the benefit of creditors or otherwise be deemed to be insolvent, or (iii) the Customer fails to obtain third-party financing in a timely manner in connection with an order of Products or Services.

## 13. PRODUCT LIABILITY

Unibap shall not be liable for any damage to property or person caused by a Product after it has been delivered to the Customer. Nor shall Unibap be liable

for any damage to products manufactured by the Customer or to products of which Unibap's Products form a part. Should Unibap incur liability towards any third party for such damage to property or person as described in the foregoing, Customer shall, as between Unibap and the Customer, indemnify, defend and hold Unibap harmless.

## 14. SEVERABILITY

If any term or provision herein shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form a part of the Contract but the enforceability of the remainder of the Contract shall not be affected, provided that the remaining terms shall be reasonably adjusted to redress any imbalance caused by such unenforceability.

## 15. FORCE MAJEURE

15.1 Unibap nor Customer shall be liable for a failure to perform any of its obligations (except the payment of sums due) under the Contract in so far as the failure was due to an impediment beyond its control and that it could not reasonably have been expected or foreseen to have taken the impediment and its effects upon its ability to perform into account at the time of conclusion of the Contract and that it could not reasonably have avoided or overcome it or at least its effects ("**Force Majeure Event**").

15.2 Failure to obtain a Swedish Export license shall be considered a Force Majeure event. Thereto, any other event beyond such party's reasonable control, including, without limitation, government regulations or orders, state of emergency, acts of god, war, warlike hostilities, terrorism, riots, epidemics, fire, strikes, lockouts, or similar cause(s) shall be considered a Force Majeure Event.

## 16. NOTICES

Any notice or other communication given by either party to the other regarding these Terms will be deemed given and served when personally delivered, delivered by reputable international courier requiring signature for receipt, or five (5) business days after mailing (postage prepaid), addressed to the party at its notice address. Either party may change its notice address by written notice to the other. Customer's notice address shall be its address appearing on the accepted purchase order. Unibap's notice address shall be:

Unibap AB, Svartbäcksgatan 5, SE-753 20 Uppsala, Sweden.

## 17. WASTE ELECTRICAL & ELECTRONIC EQUIPMENT (WEEE)

If Products are delivered to Customer as component products on an Original Equipment Manufacturer

basis, or for import, resale or distribution to third parties, then the Customer understands and agrees that the Customer qualifies as, and shall be deemed the "producer" of all such Products under any laws, regulations or other statutory scheme providing for the marking, collection, recycling, take-back, and/or disposal of electrical and electronic equipment (collectively, "**WEEE Regulations**") in any jurisdiction whatsoever, (such as for example national laws implementing EU Directive 2002/96/EC on waste electrical and electronic equipment, as amended), and shall be solely responsible for complying with all such applicable WEEE Regulations in connection with the Products and for all associated costs.

except that an action for nonpayment may be brought within two (2) years of the date of the last payment.

## **18. DISPUTES AND APPLICABLE LAW**

18.1 The Contract including these Terms shall be governed by the substantive law Sweden without reference to conflict-of-laws provisions or principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

18.2 Any dispute, controversy or claim arising out of or in connection with the Contract including these Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "**SCC**").

18.3 The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. The seat of arbitration shall be Uppsala, Sweden. The language to be used in the arbitral proceedings shall be English, unless the Customer is a Swedish legal entity, in which case the language to be used shall be Swedish.

18.4 Without prejudice to the other provisions of this Agreement, all arbitral proceedings conducted, all information disclosed and all documents submitted or issued by or on behalf of any of the Parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings nor be disclosed to any third party without the prior written consent of the party to which the information relates or, as regards a decision or award, the prior written consent of both parties.

18.5 Irrespective of what has been stipulated above a party may at a competent Swedish public court bring action which at the time of bringing the action clearly does not involve a sum higher than ten times the base amount under the Swedish Social Insurance Code (Sv. Socialförsäkringsbalken, SFS 2010:110).

18.6 No dispute or legal action arising under this Agreement, may be brought by either party more than one (1) year after such cause of action accrued,