

## EXENSOR TECHNOLOGY – GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS

These general terms and conditions (“**Exensor GTC**”) constitute an appendix to the Contract. In the event of any conflicting information in the Contract, the parts of the Contract prepared by the Parties shall take precedence over these Exensor GTC.

Customer’s Order may specify a limited time period for acceptance. After expiry of such time, the order shall no longer be binding on Customer.

### 1 DEFINITIONS

Where the context does not clearly require otherwise, words and expressions shall have the meanings set out below, or as otherwise defined in the Contract.

#### **Affiliate**

Any entity, whether incorporated or not, which presently or in the future, directly or indirectly owns, is owned by, or is under common ownership with a Party, by virtue of a controlling interest of 50 % or more of the voting rights or the capital.

#### **Contract**

A written contract, agreement or frame agreement and/or the Order of purchase of Goods in any case including and incorporating the Exensor GTC by reference as applicable terms and conditions, which is accepted by Supplier (either expressly by written statement or impliedly by fulfilling the Contract in whole or in part).

#### **Customer**

The purchasing Exensor company ordering Goods from Supplier.

#### **Delivery**

Delivery completion of Goods by Supplier in accordance with Incoterms 2020 DAP Customer’s address as set out in the Contract.

#### **Embedded Software**

Necessary for operation of Goods, and embedded in and delivered as integral part of Goods, however excluding any other

software, which shall be subject to a separate licence agreement.

#### **Intellectual Property (Rights)**

All proprietary rights in results created intellectually (by thought) and protected by law, including but not limited to patents, patent applications and related divisionals and continuations, utility models, industrial designs, trade names, trademarks, copyrights (regarding software source codes, documentation, data, reports, tapes and other copyrightable material) and respective applications, renewals, extensions, restorations, or proprietary rights in results created intellectually (by thought) which are protected by confidentiality, including but not limited to know-how and trade secrets.

#### **IPR Indemnification**

Reimbursement of Customer by Supplier for costs, claims, demands, liabilities, expenses, damages or losses (including without limitation to any direct, indirect, or consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) arising out of third-party Intellectual Property Right infringements for which Supplier is responsible.

#### **Goods**

The tangible movable items to be delivered by Supplier in accordance with the Contract.

#### **Open Source Software (OSS)**

Publicly available and accessible software which can be used, modified and further developed by everybody, however always in compliance with the relevant publicly available underlying licence terms and conditions.

#### **Order or Purchase Order**

Customer’s order issued to Supplier for the purchase of Goods as specified in the Order, which is subject to the Exensor GTC, as the case may be. An Order can be placed either (i) as an electronic Order, or (ii) as a written Order. In both cases the Order shall contain a reference to the Exensor GTC.

## **Party**

Either Customer or Supplier.

## **Parties**

Both Customer and Supplier.

## **Supplier**

The party providing the Goods to Customer in accordance with the Contract.

## **Variation Order**

A change to the Order such as to alter, to amend, to omit, to add to, or otherwise to change the Order or any parts thereof.

Contract in any form or media, including but without limitation to data, diagrams, drawings, reports, specifications and drafts.

## **2 SUPPLIER'S UNDERTAKING**

2.1 From the agreed start date, Supplier shall provide the agreed Goods in accordance with the terms and conditions of the Purchase Order, these Exensor GTC and in accordance with the applicable laws and regulations. The Goods shall be free from defects and from any rights of third parties.

2.2 Supplier shall hire in its own name all employees required to effectively provide the Goods, who shall not, under any circumstances, act as Customer's employees.

2.3 Supplier assumes full and exclusive responsibility for any accident or occupational disease occurred to its employees and its subcontractors in relation to the provision of the Goods.

2.4 Supplier shall be solely and exclusively responsible for any claims and/or lawsuits filed by its employees and/or subcontractors, and shall, without any limitations, defend, indemnify and hold Customer harmless from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any such claims and/or lawsuits, and any noncompliance with legislation, regulations, codes of practice, guidance and other requirements of any relevant government or governmental agency applicable to Supplier, its employees or subcontractors, and Supplier shall compensate Customer for all losses and expenses whatsoever resulting therefrom.

## **3 QUALITY AND ACCEPTANCE**

3.1 The Goods shall be fit for any particular purpose expressly or impliedly made known to Supplier in the Contract or, in absence thereof, fit for the purposes for which goods of the same description or the same or similar type would ordinarily be used.

3.2 Supplier shall not substitute or modify any of the materials contained in the Goods or make any changes to the design of the Goods without Customer's prior written approval.

3.3 Supplier shall take care that the Goods are contained or packaged in the manner usual for such Goods or, where there is no such manner, in a manner adequate to preserve and protect the Goods until Delivery.

3.4 Customer shall be granted access to Supplier's factory and other relevant premises in order to inspect and test the quality of the Goods at any time.

3.5 When the Goods have arrived at the destination, Customer shall inspect whether the Goods comply with the Contract. Within fourteen (14) days Customer may inform Supplier whether it accepts the Goods or not. If Customer has not informed Supplier of a rejection of Goods within fourteen (14) days of Delivery, Goods of the Order shall be deemed to be accepted.

3.6 If Customer informs Supplier in accordance with Clause 3.5 of non-compliance of Goods, it is the sole obligation of Supplier to remedy or redeliver such Goods. It is expressly agreed that inspections and/or payments prior to Delivery will not constitute final acceptance.

## **4 PAYMENT**

4.1 Supplier shall submit invoices in an auditable form, complying with Supplier's and Customer's applicable local mandatory law, generally accepted accounting principles and the specific Customer requirements, containing the following minimum information: Supplier name, address and reference person including contact details (telephone, e-mail etc.); invoice date; invoice number; Order number (same as stated in the Order); address of Customer; quantity; specification of Goods supplied; price (total

amount invoiced); currency; tax or VAT amount; tax or VAT number and/or Approved Exporter Authorization number and/or other customs identification number.

4.2 Supplier shall invoice Customer separately from despatch of the Goods. Invoices shall be sent to the billing address specified in the Order.

4.3 Payment shall be made within 60 days after which an invoice is received.

4.4 Expenses not agreed in writing by Customer will not be reimbursed.

4.5 Customer reserves the right to set off such amount owed to Supplier, or withhold payment for Goods not provided in accordance with the Contract.

4.6 In the event that the payment terms are determined by mandatory applicable law, such terms shall prevail.

## **5 VARIATIONS**

5.1 Customer may issue Variation Orders to Supplier to alter, amend, omit, add to, or otherwise change ordered Goods or parts thereof, and Supplier shall carry out all such reasonable Variation Orders.

5.2 The Parties shall agree on the impact of the Variation Order on applicable prices. Supplier shall not postpone or delay the performance of a Variation Order on the grounds of dispute, or that the Variation Order is subject to acceptance by Supplier, or agreeing to the value amount, or extension of time. Variation Orders requested by Supplier shall only become effective after express written confirmation by Customer.

## **6 CUSTOMER'S UNDERTAKING**

6.1 In consideration of the Goods delivered by Supplier in accordance with the Contract and Customer's acceptance of the Goods according to Clause 3.5, Customer shall pay to Supplier the purchase price stated in the Contract within 60 days after which an invoice is received or as otherwise agreed between the Parties, provided the invoice fulfils the requirements of Clauses 4.1 and 4.2.

## **7 DELIVERY**

7.1 Supplier shall send Customer an order confirmation as soon as an Order is received and accepted by Supplier.

7.2 For controlled Goods, the relevant national export control numbers must be indicated. Proofs of preferential origin as well as conformity declarations and marks of the country of consignment or destination are to be submitted without being requested; certificates of origin upon request. Supplier shall state the accurate and complete Order number disclosed to Customer on all invoices (in particular but not limited to commercial, pro forma or customs invoices). Supplier shall be fully liable for all damages resulting from a breach of this obligation, in particular but not limited to damages for delay.

7.3 The Goods shall be delivered during Customer's business hours unless otherwise requested by Customer.

7.4 Upon Delivery, Supplier (or its appointed carrier) shall provide Customer, together with a delivery note, any other required export and import documents. In the event that Customer has approved partial delivery, such delivery note shall also include the outstanding balance remaining to be delivered.

7.5 Ownership (title) of the Goods shall pass to Customer at Delivery, except if agreed otherwise in writing. To the extent that the Goods contain Embedded Software, ownership (title) regarding such Embedded Software shall not be passed to Customer, however Customer and all users shall have a worldwide, irrevocable, perpetual, transferable, non-exclusive, royalty free right to use the Embedded Software as an integral part of such Goods or for servicing either of them. In the event the Embedded Software or any part thereof is owned by a third party, Supplier shall be responsible for obtaining the respective software licenses necessary from the third party before Delivery to comply with its obligations under the Contract.

## **8 EXPORT LICENSES ETC.**

8.1 Supplier is responsible for obtaining and maintaining any and all export licenses required for the supply of the Goods to Customer. Supplier undertakes to inform

Customer in writing and to issue all documentation of any export restrictions in respect of the Goods, whether required by law, regulation or reasonably requested by Customer.

## **9 DELAY**

9.1 If Supplier finds that Delivery of Goods cannot or appears unlikely to comply with the agreed date(s), Supplier shall without delay notify Customer of this in writing specifying the order number.

9.2 In case of delay, without prejudice to any other rights which it may have, Customer shall have the right to:

- a) recover from Supplier any expenditure reasonably incurred by Customer in obtaining the Goods in substitution from another supplier;
- b) claim liquidated damages in the amount of 2 % of the Order value of the delayed Goods per full week of delay; and
- c) claim damages for any additional costs, loss or expenses incurred by Customer which are reasonably attributable to Supplier's failure to notify of delay or deliver the Goods on the agreed date.

## **10 CONFIDENTIALITY, DATA SECURITY, DATA PROTECTION**

10.1 With respect to any and all information disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), or developed pursuant to the Contract and/or these Exensor GTC, of a confidential, non-public or proprietary nature relating to or regarding the Disclosing Party or its Affiliates and/or its business, including oral information, including but not limited to information regarding intellectual property and other rights, techniques, research, development, marketing, sales, strategy or know-how and such information relating to the Disclosing Party's existing and prospective business partners, customers and suppliers, irrespective of whether it is in tangible or intangible form, irrespective of whether it was communicated orally, in writing or on any other record bearing media and irrespective of whether it was marked or

designated as confidential in connection with the disclosure (collectively "**Confidential Information**"), the Receiving Party agrees that it will not, and will not permit any of its employees, subcontractors, consultants or representatives to (i) use said information other than for the purposes permitted under these Exensor GTC, (ii) disclose any of said information to a third-party except as required pursuant to the purposes of these Exensor GTC, and (iii) publish or submit for publication said information without Disclosing Party's prior written approval.

10.2 The term Confidential Information shall not include the following: (i) information which is now part of the public domain or subsequently enters into the public domain through no fault of the Receiving Party, (ii) information which, at the time of disclosure, was already known to and in the possession of the Receiving Party, (iii) information received from a third party without restraints as to the use thereof, or (iv) information which is required to be disclosed by law or pursuant to the order of any court or governmental body, provided that the Disclosing Party is informed well in advance of such disclosure so that the Disclosing Party may seek a protective order or other remedy from said governmental body. In any event, the Receiving Party shall disclose only that portion of Confidential Information that, in the opinion of its legal counsel, is legally required to be disclosed and will exercise reasonable efforts to ensure that any such information so disclosed will be accorded confidential treatment by said governmental body.

10.3 In case the type of Confidential Information affected is particularly sensitive and therefore, according to the Disclosing Party's opinion, requires a separate confidentiality and non-disclosure agreement, the Receiving Party agrees to enter into such agreement. The same applies with regard to data privacy topics which are not covered by this Clause 10 and which may require a separate data processing agreement according to applicable laws and regulations.

10.4 The obligations under this Clause 10 exist for an indefinite period of time and therefore shall survive the expiration or termination of the Contract for any reason.

## 11 WARRANTY

11.1 Supplier warrants that the Goods:

11.1.1 comply with the Contract, including all specifications, specified material, workmanship and the like, documentation and quality requirements, or in absence thereof are provided or performed in accordance with generally accepted practices, procedures and standards of the respective industry, and are fit for the purposes for which goods of the same description or the same or similar type would ordinarily be used, and keep the functionality and performance as expected by Customer according to Supplier's information, documentation and statements;

11.1.2 are fit for any particular purpose expressly or impliedly made known to Supplier in the Contract;

11.1.3 are new and unused at the date of Delivery;

11.1.4 are free from defects and rights of third parties;

11.1.5 possess the qualities which Supplier has held out to Customer as a sample or model; and

11.1.6 comply with Clause 15 (Compliance, Integrity).

11.2 The warranty period shall be twelve (12) months from Delivery of Goods.

11.3 In case of non-compliance with the warranties provided under this Clause 11, Customer shall be entitled to enforce the remedies provided in Clause 12 (Remedies) hereunder.

## 12 REMEDIES

12.1 In case of breach of any warranty under Clause 11 (Warranty) during the warranty period in 11.2, or if Supplier otherwise fails to comply with any of the terms of the Contract, Customer shall give notice in writing to Supplier of such breach and provide Supplier an opportunity to remedy it. If Supplier has not successfully remedied such breach within four (4) weeks of receiving such Customer notification or within such other remedy period agreed in writing between the Parties, Customer shall be entitled to any one or more of the following remedies at its own discretion

and at Supplier's expense and risk, including costs for transport and disassembly/removal and reinstallation:

12.1.1 to give Supplier another opportunity to carry out any additional work necessary to ensure that the Contract is fulfilled;

12.1.2 to obtain prompt repair or replacement of the defective Goods by Goods conforming with the Contract without defects;

12.1.3 to claim such damages as may have been sustained by Customer as a result of Supplier's breaches of the Contract.

12.2 If a defect becomes apparent during the warranty period for the most recently delivered Goods and all Goods delivered pursuant to the Contract are deemed to suffer from such defect, the Supplier shall remedy the defect in all Goods, including Goods for which the warranty period has expired.

12.3 In the event that Clauses 12.1.1, **Error! Reference source not found.** or 12.2 apply, the entire warranty period of Clause 11.2 shall be restarted.

12.4 The rights and remedies available to Customer and contained in the Contract are cumulative and are not exclusive of any rights or remedies available at law.

## 13 INTELLECTUAL PROPERTY RIGHT

13.1 Supplier hereby grants Customer, or undertakes to procure that Customer is granted, a worldwide, irrevocable, perpetual, transferable, non-exclusive, royalty free licence to use the Intellectual Property Rights in the Goods, including Embedded Software, if any.

13.2 In the event the Embedded Software contains or uses Open Source Software, Supplier must specify and inform Customer in writing and prior to Delivery about all Open Source Software implemented into or used by the Embedded Software. In the event that Customer does not approve any Open Source Software components contained in or used by the Embedded Software, Supplier agrees to replace or substitute at its own cost the affected Open Source Software component(s) contained in or used by the

Embedded Software with software of at least the same quality and functionality and which is accepted by Customer.

13.3 In the event that the Goods (and/or the Embedded Software) delivered infringe any third-party Intellectual Property Rights, Supplier shall, notwithstanding anything provided to the contrary or otherwise contained in the Contract, provide IPR Indemnification to Customer. The IPR Indemnification does not limit any further compensation rights of Customer. Supplier's obligation to indemnify Customer as provided under this Clause 13 shall not apply if and to the extent the liability or damage was caused by Customer's own pre-existing Intellectual Property Rights contributed to, or implemented into the Goods.

13.4 If any infringement claim is made against Customer, Supplier shall at its cost (i) procure for Customer the right to continue using the Goods; (ii) modify the Goods so that they cease to be infringing; or (iii) replace the Goods so that they become non infringing.

13.5 In the event Supplier cannot fulfil the measures requested by Customer under Clause 13.4, Customer shall be entitled to terminate the Contract and to reclaim all sums which Customer has paid to Supplier thereunder. In any event, Customer may claim compensation in accordance with Clause 13.3 for any costs, losses or damages incurred whatsoever.

## **14 LIABILITY AND INDEMNITY**

14.1 Without prejudice to applicable mandatory law, Supplier shall compensate/indemnify Customer for/from all damages and losses in connection with the Goods (i) for Supplier's breaches of the Contract and (ii) for any claim made by a third party (including employees of Supplier) against Customer in connection with the Goods, except for IPR Indemnification for which Clause 13 (Intellectual Property) exclusively applies, and in all cases to the extent that the respective liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods provided by Supplier and/or its subcontractors. Upon Customer's request

Supplier shall defend Customer against any third-party claims.

14.2 Supplier shall be responsible for the control and management of all of its employees, its suppliers and/or subcontractors, and it shall be responsible for the acts, defaults, negligence or obligations of any of its employees, suppliers and/or subcontractors, its agents, servants or workmen as fully as if they were the acts, defaults, negligence or obligations of Supplier. The provisions of this Clause 14 shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any substituted or replacement Goods provided by Supplier to Customer.

14.3 Supplier shall maintain in force, and upon request provide evidence of, adequate liability insurance and statutory worker's compensation/employer's insurance with reputable and financially sound insurers. Nothing contained in this Clause 14 shall relieve Supplier from any of its contractual or other legal liabilities. The insured amount cannot be considered nor construed as limitation of liability.

14.4 Customer reserves the right to set off any claims under a Contract against any amounts owed to Supplier.

14.5 Each Party's liability for damages shall be limited to 100 % of the price of the Contract. This limitation of liability does not apply in case damage has been caused by wilful misconduct or by gross negligence.

## **15 LIMITATION OF LOSS OR DAMAGE**

15.1 Any Party claiming breach of contract shall take all measures necessary to limit the loss or damage arising in so far as this is possible without incurring unreasonable expense and inconvenience.

## **16 COMPLIANCE, INTEGRITY**

16.1 Supplier shall provide the Goods in compliance with all relevant legislation, laws, rules, regulations, and codes of practice, guidance and other requirements of any relevant government or governmental agency. To the extent that such regulations are advisory rather than mandatory, the

standard of compliance to be achieved by Supplier shall be in compliance with the generally accepted best practice of the relevant industry.

16.2 Any statement made by Supplier to Customer (whether directly or indirectly) with regard to materials used for or in connection with the Goods will be deemed to be a representation under the Contract.

16.3 Supplier represents and warrants that it is knowledgeable with, and is and will remain in full compliance with all applicable trade and customs laws, regulations, instructions, and policies, including, but not limited to, securing all necessary clearance requirements, proofs of origin, export and import licenses.

16.4 No material or equipment included in or used for the Goods shall originate from any company or country listed in any relevant embargo issued by the authority in the country where the Goods shall be used or an authority otherwise having influence over the equipment and material forming part of the Goods. If any of the Goods are or will be subject to export restrictions, it is Supplier's responsibility to promptly inform Customer in writing of the particulars of such restrictions.

16.5 Both Parties warrant that each will not, directly or indirectly, and that each has no knowledge that the other Party or any third parties will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of each Party, or any other party in a manner contrary to applicable laws, and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption. Nothing in the Contract shall render either Party or any of its Affiliates liable to reimburse the other for any such consideration given or promised.

16.6 Any violation of an obligation contained in this Clause 15 shall be a material breach of the Contract. Either Party's material breach shall entitle the other Party to terminate the Contract with immediate effect and without prejudice to any further right or remedies under such Contract or applicable law.

16.7 Notwithstanding anything to the contrary contained in the Contract, Supplier shall, without any limitations, indemnify and hold harmless Customer from and against any liabilities, claim, proceeding, action, fine, loss, cost or damages arising out of or relating to any such violation of the above-mentioned obligations and the termination of the Contract, or arising from export restrictions concealed by Supplier. With respect to export restrictions solely attributable to Customer's use of the Goods, the now said commitment shall only apply to the extent Supplier has knowledge of or reasonably should have been aware of such use.

## **17 TERM**

17.1 Each Order and/or Contract is valid until all Goods under such Order and/or Contract have been delivered and accepted.

## **18 TERMINATION**

18.1 A Contract between the Parties may be terminated for convenience in whole or in part by Customer upon giving three (3) months written notice. In such event Customer shall pay to Supplier the value of the already delivered but unpaid parts of the Goods provided and proven direct costs reasonably incurred by Supplier for the not yet provided and unpaid Goods, however in no event more than the agreed price for the Goods under the respective Contract. No further compensation shall be due to Supplier.

18.2 Each Party may terminate the Contract with immediate effect upon written notice to the other Party if any of the following events occurs on the part of the other Party:

18.2.1 if the properties and/or rights of a Party are subjected to attachment, provisional attachment, petition for auction, foreclosure, attachment resulting from delinquency in the payment of public charges or any remainder thereof, or any other similar proceeding;

18.2.2 insolvency or petition to commence the procedure for bankruptcy, civil rehabilitation, corporate reorganization, corporate rehabilitation, or any other similar procedure;

18.2.3 order by a governmental authority for closure or suspension of the business; or

18.2.4 a resolution is passed for the suspension of operations, or dissolution.

18.3 Either Party may terminate the Contract with immediate effect upon written notice to the other Party if any one of the following events occurs:

18.3.1 if the other Party is in material or recurring breach of the Contract and, in the case of a breach capable of remedy within thirty (30) days, the breach is not remedied within thirty (30) days of the other Party receiving notice specifying the breach and requiring its remedy; or

18.3.2 any act of disloyalty or misconduct by the other Party, such as infringement of the rights of the first Party.

18.4 Termination of the Contract shall not preclude the terminating Party from claiming damages against the other for breach of the Contract.

## **19 FORCE MAJEURE**

19.1 Neither Party shall be liable for any delay in performing or for failure to perform its obligations under a Contract if the delay or failure results from an event of Force Majeure. For clarification, "**Force Majeure**" means an event that was not foreseeable by the affected Party at the time of execution of the respective Contract, is unavoidable and outside the reasonable control of the affected Party, and for which the affected Party is not responsible, provided such event prevents the affected Party from performing its obligations under the respective Contract despite all reasonable efforts, and the affected Party provides notice to the other Party within five (5) calendar days from occurrence of the respective event of Force Majeure.

19.2 If an event of Force Majeure occurs which exceeds thirty (30) calendar days, either Party shall have the right to terminate the relevant Contract forthwith by written notice to the other Party without liability to the other Party. Each Party shall use its reasonable endeavours to minimise the effects of any event of Force Majeure.

## **20 NOTICES**

20.1 Any notice shall be given by sending the same by registered mail, courier or by e-mail to the address of the relevant Party as stated in the Contract or to such other address as such Party may have notified in writing to the other for such purposes.

## **21 ASSIGNMENT AND SUB-CONTRACTING**

21.1 Party shall neither assign, nor subcontract, transfer, nor encumber the Contract, nor any parts thereof without prior written approval of the other Party.

21.2 Party may at any time assign, transfer, encumber, subcontract or deal in any other manner with all or any of its rights under the Contract to any of its own Affiliates.

## **22 WAIVERS**

22.1 Failure to enforce or exercise, at any time or for any period, any term of the Contract does not constitute, and shall not be construed as, a waiver of such term and shall not affect the right later to enforce such term or any other term herein contained.

## **23 ENTIRE AGREEMENT**

23.1 The Contract constitutes the entire agreement and understanding between the Parties and replaces any prior agreement, understanding or arrangement between the Parties with regard to its subject, whether oral or in writing.

## **24 RELATIONSHIP OF PARTIES**

24.1 The relationship of the Parties is that of independent parties dealing at arm's length and nothing in the Contract shall be construed to constitute Supplier as an agent or employee of Customer or so as to have any kind of partnership with Customer, and Supplier is not authorised to represent Customer as such.

24.2 It is expressly agreed that the Contract does not imply any employment relationship between Customer and Supplier, or between Customer and Supplier's employees assigned to the execution of the Contract. Customer shall remain free of any direct or indirect responsibility or liability for labour, social security or taxes with respect to



Supplier and its employees assigned to the provision of the Goods under the Contract.

## **25 SURVIVAL**

25.1 Provisions of the Exensor GTC which either are expressed to survive its termination or from their nature or context it is contemplated that they are to survive such termination shall remain in full force and effect notwithstanding such termination.

25.2 The obligations set forth in Clauses 11 (Warranty), 12 (Remedies), 13 (Intellectual Property), 10 (Confidentiality, Data Security, Data Protection), 14 (Liability and Indemnity) and 26 (Governing Law and Dispute Resolution) shall survive termination.

## **26 GOVERNING LAW AND DISPUTE RESOLUTION**

26.1 The Contract, including, but not limited to the Exensor GTC, shall be governed by and construed in accordance with English law, however under exclusion of its conflict of law rules and the United Nations Convention on International Sale of Goods.

26.2 [Alt. 2 Any dispute, controversy or claim arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three (3) if the amount of the claim is EUR 100,000 or more, and one (1) if the amount of the claim is less than EUR 100,000. The seat of arbitration shall be Basingstoke, England.]

26.3 In case of any dispute, the defeated Party shall reimburse the succeeding Party for attorney's fees and other costs reasonably incurred in connection with the dispute.