

STANDARD TERMS AND CONDITIONS OF SALE OR LEASE

1 Applicability

- 1.1 These standard terms and conditions of sale or lease ("T&C") apply to all Products and Services (as defined below) provided by the Seller. The intention of these T&C is to outline the general terms and conditions that apply in addition to applicable Danish law, when purchasing or leasing a Product or a Service from the Seller.
- 1.2 These T&C supersede any previously agreed standard terms and conditions between the Parties (as defined below)

2 Definitions

"Affiliates" means any subsidiary or group company of NIL Technology ApS.

"Authorized Representative" means each member of the Seller's Group and its and their directors, officers, partners, members, employees, agents, advisers, contractors, and other representatives.

"Buyer" means the party who submits a Purchase Order for Products and/or Services or who leases a Product from the Seller in accordance with a separate Use-Lease agreement.

"Offer" means the offer provided by the Seller to the Buyer regarding the sale of Products and/or Services.

"Party" and "Parties" means the Buyer and Seller separately and collectively.

"Products" means the products that the Seller agrees to provide the Buyer as set forth in the Offer.

"Purchase Order" means the purchase order placed by the Buyer as an acceptance of the Seller's Offer.

"Seller" means NIL Technology ApS, CVR-no.: 29 31 02 03, Affiliates and Authorized Representatives.

"Services" means the services that the Seller agrees to provide to the Buyer as set forth in the Offer.

Confidential Information shall mean:

- i. every information, or data of any kind (including tangible objects), about the Seller and/or the business transaction between the Parties (provided in hard copy, soft copy or orally, whether or not marked as confidential), prepared by the Seller or by any other person or entity, delivered at any moment, in any way whatsoever, to the Buyer or the Buyer's group or to any of its representatives, including but not limited to the Offer and the Purchase Order,
- ii. all tangible objects (including, but not limited to, documents, prototypes, samples, and equipment) delivered by the Seller to the Buyer, the Seller's trade secrets, know-how, intellectual property, and proprietary information as well as business plans, financial data and the status and terms of any discussions between the Parties regarding a potential or actual business transaction,
- iii. all the analyses, reports, compilations, forecasts, studies, or other documents prepared by the Buyer or the Buyer's group, or by any of their respective representatives, which contain or otherwise reflect the Confidential Information or are generated on the basis of the Confidential Information,
- iv. any information received by the Seller from third parties, and
- v. the existence and contents of the transaction and negotiations between the Parties.

3 Contractual basis

- 3.1 Any Offer from the Seller to the Buyer does not constitute a final and binding agreement between the Parties until the Seller receives a Purchase Order from the Buyer assenting to the terms and conditions listed in the Offer and these T&C.
- 3.2 The Offer is valid for ninety (90) days from issuance, unless otherwise specified in the Offer.
- 3.3 These T&C, the Offer, any mutually agreed modifications of these T&C, and any additional conditions of sale set forth in an invoice or current price list, contain all the terms and conditions with respect to the sale and purchase of the Products or Services. No modification of these T&C shall be binding on the Parties unless made in writing and signed by both Parties. The Seller's acceptance of a Purchase Order stipulating different conditions than as stated in these T&C and the Offer, does not constitute a modification of the terms stated in these T&C or the Offer.
- 3.4 In the event the Buyer neglects to issue a Purchase Order, the Buyer's payment, or acceptance of any Products and/or Services will be deemed an acceptance of the Offer and these T&C.
- 3.5 A waiver by either Party of any default by the other Party, shall not be deemed a waiver by such Party of any future default by the other Party.

4 Purchase amount

- 4.1 The purchase amount for the Products shall be the amount stated by the Seller in the Offer.

- 4.2 If no purchase amount is stated in the Offer, then the prices for the relevant Products or Services applicable at the time of delivery of the Product or Services shall apply.
- 4.3 Payment of the purchase amount must be made within thirty (30) days of the date of the invoice from the Seller, unless otherwise specified on the invoice or in the Offer.
- 4.4 In the case of late payment, a default interest, calculated according to the Danish Interest Act, will be added to the purchase amount until correct payment, including the added interest, is made.

5 Design file

- 5.1 The Buyer must provide the Seller with a design file for the intended Product or Service upon placing the Purchase Order.
- 5.2 The design file shall not be considered accepted and approved by the Seller until the Seller has converted the file successfully to .gds format, if not supplied by the Buyer in .gds format. The Seller accepts design files in the following formats; .gds, .tdb, .cif or .dxf.
- 5.3 The design file must contain all objects of the design in the correct dimensions and layout – a design file only containing a sketch of the design is not valid unless specifically agreed in writing by the Buyer and the Seller.
- 5.4 All objects in the design file must be polygons with maximally 199 vertices – no circular objects or line objects are allowed.
- 5.5 If any of the above-mentioned precautions are not followed it is the responsibility of the Buyer to correct this non-compliance with the design rules.
- 5.6 The Seller is not responsible for any delays in delivery as a result of non-compliance with the design rules stipulated above. When all non-compliance with design rules are solved a new delivery date will be given by the Seller. The Seller will inform the Buyer within four working days after receiving the design file if the design rules are not followed.
- 5.7 The Seller can, if requested by the Buyer and against an agreed additional fee, assist the Buyer in solving the design file non-compliance.
- 5.8 The Buyer warrants and represents, that the design file supplied by the Buyer does not contain any malicious code, and that the Buyer is liable for any loss or damages of the Seller caused by code in a design file supplied by the Buyer.

6 Optical Design Work

- 6.1 Optical designs for the Seller's Products are prepared based on state-of-the-art design methods and design tools. The Seller will make a reasonable effort to meet the Buyer's requirements. If, during the Services phase of a project, the Seller recognizes a major gap between the Buyer's requirements and the Product and Service's expected performance; the Seller will contact the Buyer in good faith to negotiate new requirements, agree to proceed based on commercially reasonable efforts or discuss terms to terminate the purchase order based on services performed.

7 Delivery

- 7.1 Unless otherwise specified by the Seller in the Offer, delivery will take place Ex Works (EXW) according to Incoterms 2020.
- 7.2 Any modification of these delivery terms, cf. Clause 7 above, must be specified by the Seller in the Offer.
- 7.3 If the Buyer uses shipping documents, order confirmations, or other documents which contain preprinted terms and conditions of sale and purchase, any such terms or conditions which modify or contradict the terms contained in these T&C or the Offer shall be disregarded.

8 Agreement with specifications

- 8.1 The Seller warrants that the Products delivered meet the Buyer's specifications for the Products as specified in the Offer.
- 8.2 The Buyer is obligated to inspect the Products promptly upon delivery and no later than ten (10) days from the date of delivery of the Products. If the Buyer wishes to make a claim against the Seller for defects in the Products, including any claims regarding possible non-compliance of the Product with the agreed specifications, the Buyer must notify the Seller in writing of such claim with a description of the claimed defects and non-compliance with the agreed specifications within ten (10) days from the date of delivery of the Products.
- 8.3 The Seller gives no warranties as to the merchantability or fitness for a particular purpose of the Products and/or Services, or any other express or implied warranty.

9 Liability and indemnification

- 9.1 The Seller is only liable for damages caused by defects of the Products in accordance with the Danish Product Liability Act.
- 9.2 The Buyer assumes all other risk and liability resulting from the use of the Products, whether used alone or in combination with other products, including, but not limited to any damage caused by incorrect or uncommon use of the Products and any damage to personal or real property unless such damage is caused by the gross negligence of the Seller.

- 9.3 Any liability of the Seller, regardless of, whether or not such liability is based on gross negligence, shall be limited to an amount equivalent to the purchase price for the Products from which the liability arises.
- 9.4 Failure to give notice in writing of any claim within thirty (30) days from date of delivery, shall constitute a waiver by the Buyer of all claims in respect of such Products. No charge or expense incident to any claims will be allowed unless approved by an authorized employee of the Seller.
- 9.5 No Products may be returned to the Seller without the Seller's prior permission. Any return of Products to the Seller, shall be made in the manner prescribed by Seller.
- 9.6 In no event shall the Seller be liable for special, indirect, or consequential damages, whether or not caused by or resulting from the gross negligence of such Party.
- 9.7 No liability shall arise from a delay in performance or non-performance, directly or indirectly caused by unforeseeable circumstances beyond the control of the Party affected (force majeure), including, but not limited to, fire, explosion, flood, war, act of God, governmental acts, orders, or restrictions, pandemic, epidemic accident, labor actions, or shortage, inability to obtain material, equipment, or transportation.
- 9.8 Any quantities of Products so affected may be eliminated from the Offer without liability, but the Offer shall remain otherwise unaffected. The Seller shall have no obligation to acquire additional supplies for the affected quantities in the Offer in order to enable the Seller to perform the Seller's obligations in accordance with the Offer.
- 9.9 The Buyer shall indemnify and hold harmless the Seller against any losses, demands, claims, damages, costs, and expenses (including without limitation consequential losses and loss of profit, reasonable legal costs and expenses and vat thereon) and liabilities arising out of:
 - a. any misuse of the Products or alteration of the Products other than by the Seller.
 - b. combination of the Products with any other products or items (including without limitation any claim for contributory infringement or induced infringement).
 - c. compliance with any of the Buyer's designs or specifications; or
 - d. any material breach by the Buyer of these terms.
- 9.10 The Seller assumes no liability for infringement or misappropriation of intellectual property rights by the Buyer.
- 9.11 The Buyer shall be solely responsible for the Buyer's own products, including those using or incorporating products purchased from the Seller under these T&C.
- 9.12 The Buyer shall be responsible, and the Seller shall have no liability, for obtaining all applicable legal and governmental consents, authorizations and approvals and all applicable licenses from third parties (to the extent that they have not already been provided by the Seller), including without limitation, licenses for any published international standards relevant to the Products or their use or related intellectual property rights, for such Products.
- 9.13 The Buyer shall indemnify and hold harmless the Seller against any losses, demands, claims, damages, costs, and expenses (including without limitation consequential losses and loss of profit, reasonable legal costs and expenses and vat thereon) and liabilities arising out of the failure by the Buyer to comply with the requirements of this section 8.

10 Termination

- 10.1 All Purchase Orders are non-cancelable, non-returnable and non-refundable after the Seller has received the Purchase Order from the Buyer.
- 10.2 Pre-payments agreed in writing between the Parties are non-refundable in the case of termination.

11 Intellectual Property Rights

- 11.1 All intellectual property rights, including but not limited to patents, copyrights, trade secrets, and trademarks, in any works of authorship, inventions, improvements, developments, or discoveries created or conceived by the Seller—whether independently or jointly—in connection with the provision of Services or development of Products for the Buyer, shall remain the exclusive property of the Seller.
- 11.2 The Seller shall not be liable for any infringement or unauthorized use of third-party intellectual property rights arising from the incorporation of the Buyer's design specifications into any Product. The Buyer warrants that such specifications do not infringe any third-party intellectual property rights.
- 11.3 The Buyer shall not disclose proprietary or confidential information to the Seller unless such disclosure is necessary for the performance of the contract. Any unsolicited information provided by the Buyer shall not be deemed received by the Seller, nor shall it create any obligation of any kind on the Seller, including any obligation to act upon, use, return, or maintain the confidentiality of such proprietary or information.

12 Compliance

- 12.1 The Buyer shall obtain all licenses, permits and approvals required by any national government and shall comply with all applicable laws, rules, policies and procedures of the applicable national government and other competent authorities.
- 12.2 The Buyer will indemnify and hold the Seller harmless for any violation or alleged violation by the Buyer of such laws, rules, policies, or procedures.
- 12.3 The Buyer shall not transmit, export or re-export, directly or indirectly, separately or as part of any system, the Products and/or Services or any technical data (including processes and services) received from the Seller, without first obtaining any license required by the applicable government, including without limitation, the United States Government, the European Union and/or any other applicable competent authority.
- 12.4 The Buyer certifies that
- a. none of the products or technical data supplied by the Seller will be sold or otherwise transferred to, or made available for use by or for, any entity that is:
 - i) located in an “embargoed” country in accordance with any applicable government list(s) including without limitation, those of the United States and the European Union,
 - ii) a ‘denied’ or ‘restricted’ party on any applicable government list(s) including without limitation, those of the United States and the European Union and/or
 - iii) engaged in the design, development, production or use of nuclear, biological, or chemical weapons or missile technology;
 - b. no relevant agency or authority has suspended, revoked, or denied the Buyer’s export and/or import privileges; and/or
 - c. the Buyer is not located in or under the control of a national or resident of a jurisdiction where this transaction is prohibited.
- 12.5 The Buyer agrees not to use the Products for the production or trade of weapons and ammunition, explosives, equipment, or infrastructure specifically designed for military use, and equipment or infrastructure which result in limiting people’s individual rights and freedom or in violation of human rights.

13 Miscellaneous

- 13.1 The Buyer is prohibited from any and all reverse engineering of Products delivered by the Seller.
- 13.2 The Seller is not liable and takes no responsibility for the Buyer’s use of the Product.
- 13.3 In the event the Seller pays any taxes (excluding income taxes), excises or other charges which the Seller may be required to pay to any government (national, state, or local) upon the sale, production, or transportation of the Products sold hereunder, the Buyer shall reimburse the Seller for all such taxes, excises, or other charges EXW according to Incoterms 2020.
- 13.4 The agreement between the Parties regarding the purchase of Services and/or Products is not assignable or transferable by the Buyer, in whole or in part, except with the prior written consent of the Seller.
- 13.5 All Confidential Information, as defined above, shall be kept strictly confidential by either Party.
- 13.6 Any Buyer, who purchases Products from the Seller as an authorized re-seller of the Seller, is obligated to ensure that the standard terms and conditions under which the Products of the Seller is re-sold, in all material aspect, reflect the terms and conditions in these T&C’s. The authorized re-seller is entitled to use these T&C’s as the standard terms and conditions when re-selling a Product.
- 13.7 The Seller complies with any and all laws, regulations, and orders of Denmark, the European Union, Switzerland, the United States of America, or any other applicable governmental entity and will not sell to, allow for reselling, or allow for distribution of the Products and/or Services to any country or company under sanctions.
- 13.8 If any provision of these T&C is deemed illegal, invalid, or unenforceable, such provision will be severed and will be inoperative, and, provided that the fundamental terms and conditions of these T&C remain legal, valid, and enforceable, the remainder of these T&C will remain operative and binding on the Parties.
- 13.9 In addition to these T&C, any additional conditions of sale set forth in the Offer, invoice or current price list for the Products sold hereunder shall apply and are incorporated by reference herein. In the event of any conflict or inconsistency between the terms and conditions of the Offer, invoice, current price list, and these T&C, the terms and conditions shall prevail in the order of the Offer, invoice, current, price list, and these T&C.

14 Governing law and venue

- 14.1 These T&C and the Parties’ relations shall be governed by the laws of Denmark, excluding any choice of law provisions appointing any other law than Danish law.
- 14.2 Any dispute arising out of or in connection with these T&C, including any disputes regarding the existence, validity, or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are

commenced. The number of arbitrators shall be three, the seat of the arbitration shall be Copenhagen, and the arbitral proceedings shall be conducted in English.

14.3 Notwithstanding the foregoing, both the Seller and the Buyer retain the right to apply to any court of competent jurisdiction for provisional and/or conservatory relief, including pre-arbitral attachments or injunctions, and any such request shall not be deemed incompatible with this Clause or a waiver of the right to initiate arbitral proceedings.

14.4 No legal action toward the Seller for any breach can be initiated later than twelve (12) months from the time the cause of action arises.