

ANDURIL STANDARD TERMS AND CONDITIONS OF SALE FOR VOYAGER (APAC)

1. Interpretation

1.1 In these Conditions:

- 1.1.1 'Buyer' means the person, firm or body which buys or has agreed to buy the Goods and/or Services.
- 1.1.2 'Buyer's Equipment' means any equipment, systems, cabling or facilities provided by the Buyer and used directly or indirectly in the supply of the Goods or Services.
- 1.1.3 'Company' means Anduril Industries Ireland Limited, One Kilmainham Square, Kilmainham, Dublin D08 ET1W or its affiliates.
- 1.1.4 'Company's Equipment' means any equipment, including tools, systems, cabling or facilities, provided by the Company or its subcontractors and used directly or indirectly in the supply of the Goods or Services which are not the subject of a separate agreement between the parties under which title passes to the Buyer.
- 1.1.5 'Conditions' means the standard terms and conditions of sale set out in this document and any special terms and conditions agreed in writing between the Buyer and the Company.
- 1.1.6 'Contract' means the Buyer's purchase order and the Company's acceptance of it, or the Buyer's acceptance of a quotation for Goods or Services by the Company in accordance herewith which, for the avoidance of doubt, includes the Conditions.
- 1.1.7 'Deliverables' means all Documents, products and materials developed by the Company or its agents, subcontractors, consultants and employees in relation to the Goods and/or Services in any form, including computer programs, data, reports and specifications that are expressly specified as deliverable to the Buyer under the Contract.
- 1.1.8 'Document' includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.
- 1.1.9 'Goods' means the goods which the Company is to supply to the Buyer in accordance with these Conditions. Any reference to Goods should also be a reference to any instalment of part of the Goods where appropriate.
- 1.1.10 'In-put Material' means all Documents, information and materials provided by the Buyer relating to the Goods or Services including (without limitation) computer programs, data, reports and specifications or such other material as specified in the Contract as necessary for the performance thereof by the Company.
- 1.1.11 'Intellectual Property' means (without limitation) present and future patents, trademarks, registered designs (including any applications for the foregoing and related rights including rights of inventions), brand names, trade secrets, copyrights, unregistered design rights, database rights (including rights of extraction), rights in semiconductor topographies and all rights or forms of protection offered by intellectual property law of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world, such as service marks, mask works, design models, and utility models.

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1.1.12 'Services' means the services to be provided by the Company in accordance with these Conditions, as specified in the Contract.

1.1.13 'Writing' includes first class registered post, electronic mail, telex, cable, facsimile transmission, major commercial rapid delivery courier service to the address specified herein (or such other address as may be properly specified by written notice hereunder), and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the Sale

2.1 These Conditions apply to the Company's sale of Goods and Services to the Buyer.

2.2 The Company's acceptance of a purchase order from Buyer is conditioned upon the assent of the Buyer to these Conditions. If any other purchasing forms or documents are used in connection with the purchase of the Goods and Services, then notwithstanding any provision therein to the contrary, the terms of all such forms or documents shall be governed by the provisions of these Conditions, and the Company hereby rejects any terms that are inconsistent with these Conditions unless expressly stated otherwise in a writing originated by the Company with reference to these Conditions.

2.3 No terms or conditions endorsed on, delivered with or contained in the Buyers request for proposal, request for quote, purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract and any such terms or conditions are hereby declared null and void. Any order for, direction to proceed with, statement of intent to purchase, or purchase or acceptance of the Goods or Services shall constitute Buyer's assent to these Conditions.

3. Term

3.1 Subject to earlier termination as provided in Section 3.2, the Contract shall commence on the date of acceptance of order by the Company and continue until: (i) the delivery of the Goods, and (ii) completion of any Services detailed in the quote or acceptance of order (the 'Term').

3.2 Company may terminate the Contract or suspend further deliveries without liability upon written notice to the other party if (a) the other party materially breaches its obligations under the Contract and fails to cure such breach (if such breach is of the type that may be cured) within thirty (30) days from receipt of written notice thereof, or (b) in the event the other party suffers an Insolvency Event. An "Insolvency Event": shall mean, with respect to a party, that such party (a) ceases to carry on business as a going concern without a successor; or (ii) files a bankruptcy petition or has such a petition filed involuntarily against it (which petition is not stayed or dismissed within one hundred eighty days), becomes judicially declared insolvent, makes an assignment for the benefit of creditors, or consents to the appointment of a trustee or receivership to manage all or substantially all of its assets. In the case of an Insolvency Event, if the Goods or Services have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

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4. Orders and Specifications

- 4.1 Quotations given by the Company its representatives and agents are for guidance only and do not and shall not be deemed to constitute an offer or commitment of any kind on the part of the Company to supply the Goods or Services, or any of them mentioned therein.
- 4.2 Any quotation is given on the basis that no Contract shall come into existence until the Company dispatches an acknowledgement of order to the Buyer. Unless expressly specified otherwise on the face of the quotation, any quotation is valid for a period of thirty (30) days only from its date.
- 4.3 No order may be cancelled or altered except on terms accepted in writing by the Company. The Company may impose reasonable cancellation charges. A restocking charge will be applied, including reimbursement for direct costs and allowances for disruption as may be determined by the Company. Cancellation charges associated with orders for products specifically manufactured for Buyer's order may equal the price of the Goods plus any other reasonable costs incurred.
- 4.4 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods or supplies the Services to the Buyer.
- 4.5 The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Company any information relating to the Goods or Services which the Company reasonably deems necessary, within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- 4.6 If the Services are to be provided, or the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a specification submitted by the Buyer, the Buyer hereby indemnifies the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or agreed by the Company in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results for the Company's use of the Buyer's specification.
- 4.7 The Company reserves the right to make any changes in the specification of the Goods or Services which are required to conform to any applicable safety or other statutory requirements or which do not materially affect their quality or performance.
- 4.8 The quantity and description of the Goods or Services shall be as set out in the Company's quotation or acknowledgement of order.
- 4.9 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purposes of giving an approximate idea of the Goods or Services described in them. They shall not form part of the Contract, and this is not a sale by sample.

5. Product Use, Implementation and Responsibilities

5.1 Company's Obligations

- 5.1.1 The Company shall use reasonable endeavours to provide the Goods and Services, and to deliver the Deliverables to the Buyer, in accordance in all material respects with the description thereof contained in the Company's quotation or acknowledgement of order.

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5.1.2 The Company shall use reasonable efforts to meet any performance dates specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

5.1.3 The Company shall use reasonable efforts to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at the Buyer's premises and that have been communicated to it under Section 5.2.1(e), provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

5.2 Buyer's Obligations

5.2.1 The Buyer shall:

- (a) co-operate with the Company in all matters relating to the Services;
- (b) provide the Company, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Buyer's premises, office accommodation, data and other facilities as reasonably required by the Company for the performance of the Services;
- (c) provide to the Company, in a timely manner, such In-put Material and other information as the Company may reasonably require and ensure that it is accurate in all material respects;
- (d) be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from its premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing the Company of all of the Buyer's obligations and actions under this Section 5.2.1(d);
- (e) inform the Company of all health and safety rules and regulations and any other reasonable security requirements that apply at the Buyer's premises;
- (f) ensure that all Buyer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant standards or requirements;
- (g) be responsible for the acts or omissions of its own employees, agents, and contractors in connection with their performance under the Contract;
- (h) obtain at its own costs, such import licences and other consents in relation to the Goods or Services as are required from time to time and, if required by the Company, the Buyer shall make those licences and consents available to the Company prior to the relevant shipment;
- (i) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the Company's Equipment at the Buyer's premises, the use of In-put Material and the use of the Buyer's Equipment in relation to the Company's Equipment insofar as such licences, consents and legislation relate to the Buyer's business, premises, staff and equipment, in all cases before the date on which the Services are to start;

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(j) keep, maintain and, where applicable, insure the Company's Equipment which remains on the Buyer's premises in good condition OR in accordance with the Company's instructions as notified in writing from time to time, and shall not dispose of or use the Company's Equipment other than in accordance with the Company's written instructions or authorisation; and

5.2.2 If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Buyer, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Buyer arising directly or indirectly from such prevention or delay.

5.2.3 The Buyer shall be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Buyer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Company confirming such costs, charges and losses to the Buyer in writing.

5.3 Each party shall comply with all laws, rules, regulations, and ordinances applicable to the Contract, its interactions with the other party under the Contract, and the Goods.

6. Price

6.1 Unless otherwise agreed in Writing by the Company, the prices of the Goods or Services shall be the price quoted to the Buyer by the Company or, where no price has been quoted (or a quoted price is no longer valid), the Company's list price current at the date of acceptance of the order.

6.2 The Company reserves the right, by giving notice in Writing to the Buyer at any time before delivery, to increase the price of the Goods or Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods or Services which are requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions.

6.3 The price is exclusive of any applicable value added tax, or other import or customs taxes, impositions or charges, which the Buyer shall be additionally liable to pay the Company.

6.4 The cost of pallets and returnable containers may be charged to the Buyer, at the Company's sole option, in addition to the price of the Goods and Services, but full credit will be given to the Buyer provided they are returned undamaged to the Company before the payment due date.

7. Payment

7.1 Subject to any special terms agreed in Writing between the Buyer and the Company, the Company may invoice the Buyer for the price of the Goods and/or Services on or at any time after delivery of the Goods or the provision of the Services, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Company shall be entitled to invoice the Buyer for the price at any time after the Company has notified the Buyer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods.

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- 7.2 The Buyer shall pay the price of the Goods and/or Services, without any deduction or setoff, within thirty (30) days of the date of the Company's invoice, and the Company shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the title in Goods or Deliverables has not passed to the Buyer. The time of payment of the prices shall be of the essence of the Contract. Receipts for payment will be issued only on request.
- 7.3 If the Buyer fails to make any payment on the due date then, without limiting any other right or remedy available to the Company, the Company may:
- (a) cancel the Contract or suspend any further deliveries or Services to the Buyer;
 - (b) appropriate any payment made by the Buyer for such of the Goods and/or Services (or the goods or services supplied under any other contract between the Buyer and the Company) as Company may think fit (notwithstanding any purported appropriation by the Buyer); and
 - (c) charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of one and a half per cent per month (18% per annum), until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

8. Delivery

- 8.1 Goods are shipped CPT to the destination agreed between the Parties.
- 8.2 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 8.3 If for any reason the Buyer fails to accept delivery of the Goods when they are ready for delivery, or if the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- 8.3.1 Risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
 - 8.3.2 The Goods shall be deemed to have been delivered; and
 - 8.3.3 The Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (included, without limitation, storage and insurance).
- 8.4 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 8.5 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the buyer to repudiate or cancel any other Contract or instalment.
- 8.6 The Company shall not be liable for any direct, indirect and consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence) nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds one hundred and eighty (180) days.

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9. Non-Delivery

- 9.1 The quantity of any consignment of Goods as recorded by the Company on dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 9.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within five (5) days from the date when the Goods would in the ordinary course of events have been received.
- 9.3 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

10. Risk and Property

- 10.1 Legal title and risk of loss or damage shall transfer to the Buyer when Goods are delivered by the Company to and received by the carrier at the Company's designated shipping point.
- 10.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions, ownership of, and the title in, the Goods shall not pass to the Buyer until the Company has received (in cash or cleared funds) payment in full in respect of:
- 10.2.1 the full price of the Goods together with any interest if applicable payable in respect thereof; and,
- 10.2.2 all other sums which are or which become due to the Company from the Buyer on any account.
- 10.3 Until such time as the title in the Goods passes to the Buyer, the Buyer shall:
- 10.3.1 hold the Goods as the Company's fiduciary agent and bailee;
- 10.3.2 store the Goods (at no cost to the Company) separate from all other goods of the Buyer or of any other third parties in such a way that they remain readily identifiable as the Company's property;
- 10.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and,
- 10.3.4 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company;
- 10.3.5 Until that time the Buyer shall, on its own behalf and dealing as principal, be entitled to resell for full market value or use the Goods in the ordinary course of its business but shall;
- (a) account to the Company for the proceeds of sale or otherwise of the Goods, whether tangible or intangible including insurance proceeds; and
- (b) keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

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- 10.4 The Buyer's right to possession of the Goods shall terminate immediately if:
- 10.4.1 The Buyer suffers an Insolvency Event; or
 - 10.4.2 The Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts as they become due or the Buyer ceases to trade; or
 - 10.4.3 The Buyer encumbers or in any way charges any of the Goods.
- 10.5 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 10.6 Until such time as the title in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Company may at any time require the Buyer to deliver up the Goods to the Company, and if the Buyer fails to do so forthwith enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 10.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 10.8 Where the Company is unable to determine whether any Goods are the Goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
- 10.9 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this Section 10 shall remain in effect.
- 11. Intellectual Property Rights**
- 11.1 Ownership. Except for the right to use the Goods and Deliverables for their intended purpose, the sale of Goods by the Company does not convey to the Buyer or any other third party any licence, implied or otherwise, under any Intellectual Property; provided that the Company hereby provides the Buyer with a non-exclusive, non-sublicensable, non-transferable licence while the Contract remains in effect solely to use, market, resell and lease the Goods.
- 11.1.1 The Buyer acknowledges the ownership and validity of the Company's Intellectual Property. The Buyer shall not apply for the registration of Intellectual Property in any country nor otherwise take any action inconsistent with the Company's rights in the Intellectual Property.
 - 11.1.2 The Company shall retain all right, title and interest in and to its Intellectual Property including that which is supplied or provided by Company to Buyer hereunder. Any third party Intellectual Property licenced to Company for integration and sale with the Goods shall remain the property of such third party suppliers including that which is supplied or provided by Company to Buyer hereunder.
- 11.2 Restrictions. The Buyer will not (and will not allow any third party to): (i) reverse engineer, decompile, deconstruct, disassemble, reverse assemble, or otherwise attempt to discover the source code, object code, algorithms, circuits, structures, architectures, processes, methods, techniques, underlying structure, or ideas of the Goods or Deliverables; (ii) modify, translate, adapt, or create derivative works

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or compilations based on the Goods or Deliverables; (iii) copy, pledge, assign, or otherwise transfer or encumber rights to the Goods or Deliverables; (iv) use the Goods or Deliverables for timesharing or service bureau purposes or otherwise for the commercial benefit of a third party; or (v) remove or otherwise alter any proprietary notices or labels from the Goods or Deliverables or any portion thereof. The Buyer will use the Goods and Deliverables only in compliance with (a) the rights expressly granted hereunder, and (b) all applicable laws and regulations.

- 11.3 To the extent the Buyer provides the Company with any feedback relating to the Goods (including, without limitation, feedback related to usability, performance, interactivity, bug reports and test results) (“Feedback”), the Company shall be free to use such Feedback for any and all purposes.
- 11.4 Any written Deliverables under the Contract, such as operation and maintenance manuals, may be copied and used by the Buyer (with all original proprietary markings, legends, trademarks, trade names, copyright notices and other identifications) for its internal purposes only.
- 11.5 The Company and the Buyer agree that a breach of this Section 11 will result in irreparable and continuing damage to the Company for which there will be no adequate remedy at law, and the Company will be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages and, if appropriate, punitive damages). No other provision in the Contract shall be construed to limit the liabilities or remedies of the Company under this Section.
- 11.6 If the Goods are to be resold by Buyer to third party customers (such resale being subject to prior notice to Company and provision of certain customer information for licensing and warranty purposes), Buyer shall provide to such customers a copy of any end user licence agreements, user manuals and warranty documents provided by Company with the Goods on delivery and shall notify Company promptly of any breach or suspected breach of any such end user licence agreements. Buyer shall assist Company in efforts to preserve Company’s Intellectual Property Rights including pursuing an action against any breaching parties.
12. **Reserved**
13. **Force Majeure**
- 13.1 Notwithstanding any agreement to the contrary the Company reserves the right to defer the date of delivery or commencement of the Services, or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Company (“Force Majeure”) including, without limitation: (i) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, and floods); (ii) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; (iii) rebellion, revolution, insurrection, military or usurped power, or civil war; (iv) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; (v) riot, commotion, strikes, go slows, lock outs, or disorder, unless solely restricted to employees of the Company; (vi) acts or threats of terrorism; or (vii) shortages of labour, equipment or material, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 13.2 If the Force Majeure event continues for a continuous period in excess of one hundred and eighty (180) days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

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14. Warranty, Disclaimers, and Klaskare

- 14.1 A twelve month limited manufacturer's warranty applies to the Goods subject to the terms and conditions of the applicable warranty found at www.klasgroup.com/legal.
- 14.2 EXCEPT AS IDENTIFIED IN THIS SECTION 14 AND TO THE EXTENT NOT PROHIBITED BY LAW, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. THE COMPANY DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE GOODS.
- 14.3 Klaskare may be purchased separately and provides for additional technical support as well as coverage for defects and accidental damage from handling, subject to the terms and conditions found at www.klasgroup.com/legal.
- 14.4 The Company's employees or agents are not authorised to make any representations concerning the Goods or Services. Any representations about the Goods or Services shall have no effect unless expressly agreed in writing and signed by an employee authorised by the Company to do so. In entering into the Contract, the Buyer acknowledges that it does not rely on, and has not relied on, any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract, and the Buyer waives any claim for breach of any such representations which are not so confirmed.
- 14.5 Any advice or recommendation given by the Company or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods or Services which is not confirmed in writing by the Company is followed or acted upon entirely at the Buyer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not incorporated in the Contract.
- 14.6 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without liability on the part of the Company.

15. Confidential Information

- 15.1 During the term of the Contract, each party (a "Disclosing Party") may provide the other party (a "Receiving Party") with confidential and/or proprietary materials and information ("Confidential Information"). All materials and information provided by the Disclosing Party to the Receiving Party and identified at the time of disclosure as "Confidential" or bearing a similar legend, and all other information that the Receiving Party reasonably should have known was the Confidential Information of the Disclosing Party, shall be considered Confidential Information.
- 15.2 The terms of the Contract, all pricing information, all materials, know-how, specifications, inventions, processes, initiatives and information provided by the Company to the Buyer, Feedback, and the Company's Deliverables are Confidential Information of the Company.
- 15.3 The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any third party without the Disclosing Party's prior written consent. The Receiving Party agrees to treat all Confidential Information with the same degree of care as it uses to protect its own confidential and proprietary information, but in no event less than a reasonable standard of care. The Receiving Party will only use the Confidential Information of the Disclosing Party internally for the purposes contemplated in or as expressly permitted by the Contract.

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15.4 The obligations in this section shall not apply to any information that: (i) is made generally available to the public without breach of this Agreement, (ii) is developed by the Receiving Party independently and without reference to or use of the Disclosing Party's Confidential Information as demonstrated by written records, or (iii) was in the Receiving Party's lawful possession prior to disclosure to the Receiving Party and was not obtained by the Receiving Party either directly or indirectly from the Disclosing Party as demonstrated by written records. The Receiving Party may disclose Confidential Information as required by law or court order; provided that, the Receiving Party provides Disclosing Party with prompt written notice thereof and uses its commercially reasonable efforts to limit disclosure. At any time, upon the Disclosing Party's request, the Receiving Party shall return to Disclosing Party all of the Disclosing Party's Confidential Information in its possession, including, without limitation, all copies and extracts thereof.

15.5 The Buyer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this Section 15, and the Buyer shall be responsible for any breach of this Section 15 by such individuals or entities.

16. Limitation of Liability and Indemnification

THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS SECTION

16.1 This Section 16 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Buyer for:

16.1.1 any breach of the Contract;

16.1.2 any use made by the Buyer of the Goods or Services or any part of them; and

16.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

16.2 SUBJECT TO THE REMAINDER OF THIS SECTION 16, THE COMPANY SHALL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THE CONTRACT, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY: (A) LOSS OF PROFITS, (B) LOSS OF USE, (C) LOSS OF BUSINESS OR LOSS OF CONTRACT (D) LOSS OR CORRUPTION OF DATA (E) INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; (F) DAMAGES RESULTING FROM AN EVENT OF FORCE MAJEURE (DEFINED IN SECTION 13) OR (G) BUYER OPERATOR ERROR OR MISUSE.

EXCEPT FOR LIABILITIES EXPLICITLY EXCLUDED FROM THIS LIMITATION IN THE FOLLOWING PARAGRAPH, EACH PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER ARISING UNDER OR IN CONNECTION WITH THE CONTRACT SHALL BE LIMITED TO THE AMOUNT PAID BY BUYER TO THE COMPANY UNDER THE CONTRACT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION ACCRUES.

THE MONETARY LIMITATION ON AGGREGATE LIABILITY CONTAINED IN THE PRECEDING PARAGRAPH SHALL NOT APPLY TO (1) THE BUYER'S OBLIGATION TO PAY ALL FEES AND CHARGES UNDER THE CONTRACT, INCLUDING ANY AMOUNTS UNDER SECTION 5.2, (2) DAMAGES ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, OR SECTION 11 (INTELLECTUAL PROPERTY RIGHTS), (3) COSTS, FEES AND DAMAGES ARISING AND PAYABLE PURSUANT TO A PARTY'S OBLIGATIONS OF INDEMNIFICATION PURSUANT TO SECTION 16 OF THIS AGREEMENT, AND (4) BREACH(ES) OF ANY LICENCE RESTRICTIONS.

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THE COMPANY WILL HAVE NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO THE ACTS OR OMISSIONS OF ANY THIRD PARTIES OTHER THAN, TO THE EXTENT LIABLE OR RESPONSIBLE UNDER APPLICABLE LAW, THOSE THIRD PARTIES WHO ARE PERFORMING UNDER THE CONTRACT AS AGENTS OR SUBCONTRACTORS OF THE COMPANY.

- 16.3 Subject to Section 14 and this Section 16, each party will indemnify, defend, and hold harmless the other party from and against all first-party and third-party claims, demands, damages, losses, costs, and expenses (excluding attorneys' fees) to the extent arising from or in connection with (i) any gross negligence, wilful misconduct, or fraud of the indemnifying party or its subcontractors, agents, or employees in connection with the Contract or the Goods and Services or (ii) any third party claim or allegations that the Goods or Services infringes or misappropriates the Intellectual Property of such third party (an "Infringement Claim").
- 16.4 A party seeking indemnification hereunder shall give the other party prompt written notice of the claim for which indemnification is sought, sole control over the defence and/or settlement of the claim, and all reasonably requested cooperation in connection therewith.
- 16.5 Notwithstanding the foregoing, the Company will have no liability for any Infringement Claim to the extent that it results from: (1) modifications to the Goods other than by the Company or its agents; (2) data accessed or generated by the Goods; (3) the combination, operation or use of the Goods not approved by the Company; (4) the Buyer's failure to use updated or modified versions of the Software to avoid a claim; (5) the Company's compliance with any specifications or requirements provided by the Buyer; or (6) the Buyer's use of the Goods other than in accordance with the Contract. The indemnification obligations set forth in this section are the Company's sole and exclusive obligations (and the Buyer's sole and exclusive remedies), with respect to infringement or misappropriation of Intellectual Property of any kind.
- 16.6 In the event of an Infringement Claim the Company shall be entitled at its own expense and option either to:
- 16.6.1 procure the right for the Buyer to continue using the Goods; or
 - 16.6.2 make such alterations, modifications or adjustments to the Goods so that they become non-infringing without incurring a material diminution in performance or function; or
 - 16.6.3 replace the Goods with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function.
- 16.7 If the Company in its reasonable judgement is not able to exercise any of the options set out in Section 16.6 within 180 days of the date it received notice of the Infringement Claim then the Buyer without prejudice to any other rights or remedies it may have hereunder or at law shall be entitled to terminate this agreement by 90 days' notice to the Company.

17. Export Control

- 17.1 The parties shall perform the Contract in accordance with all applicable import, export and economic sanctions laws and regulations, including but not limited to laws of the United States, the European Union, individual member states of the European Union, and the U.K. ("Applicable Trade Law"). In particular:

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- 17.1.1 Buyer is required to obtain any authorization required by Applicable Trade Law for any onward export or transfer of Goods or Services (regardless of whether Company has obtained authorization under Applicable Trade Law for delivery of such items under this Contract); and
- 17.1.2 the obligations of Applicable Trade Law include obligations that attach to Goods or Services outside their original country of origin, such as those under the U.S. International Traffic in Arms Regulations and Export Administration Regulations.

17.2 The Buyer agrees that no data, information, and/or materials related to the Contract will be exported, directly or indirectly, in violation of the Applicable Trade Law, or will be used for any purpose prohibited by these laws.

17.3 Buyer shall not export or sell the Goods or Services to any third party which Buyer has reason to believe intends to export, resell or transfer the Goods or Services to customers or otherwise in a manner prohibited by Applicable Trade Law.

18. Anti-Corruption

18.1 Each party warrants that in the performance of its obligations under the Contract, it will not act, and will ensure that its affiliates and any third-party contractors will not act, in any fashion or take any action which will render the other party liable for a violation of the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, or any other applicable anti-corruption or anti-bribery laws, which prohibit the offering, giving, or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party, or instrumentality thereof in order to assist in obtaining or retaining business.

19. Non-Solicitation of Employees

19.1 To the extent consistent with applicable law, the Buyer shall not, without the prior written consent of the Company, at any time from the date of the Contract to the expiry of twelve months after the last date of supply of the Goods or Services OR termination of the Contract, solicit or entice away from the company or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the Goods or Services.

19.2 Any consent given by the Company in accordance with this Section 19 shall be subject to the Buyer paying to the Company a sum equivalent to 100% of the then current annual remuneration of the Company's employee, consultant or subcontractor or, if higher, 100% of the annual remuneration to be paid by the Buyer to that employee, consultant or subcontractor.

20. No Partnership or Agency

20.1 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

21. Company Group Members

21.1 The Company is a member of a group of companies. The Company may perform any of its obligations or exercise any of its rights under the contract by itself or through any other member of its group, provided

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that any act or omission of any such other member shall be deemed to be the act or omission of the Company.

22. Rights of Third Parties

22.1 Except as expressly provided otherwise herein, a person who is not a party to the Contract shall not have any rights under or in connection with it.

23. Assignment

23.1 The Contract may not be assigned or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Licensee) without the Company's consent, and any action or conduct in violation of the foregoing shall be void and without effect.

23.2 The Company may in its sole discretion delegate any of its duties in the provision of the Goods or Services.

23.3 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

24. Publicity

24.1 Neither party shall use the other party's name, logo, trademarks, branding and/or marketing materials or, except as permitted through this Agreement, other intellectual property without the prior written consent of the other party.

25. Notice

25.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

26. Waiver

26.1 No waiver by the Company of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other proviso.

26.2 All waivers and modifications of the Contract must be in Writing signed by both parties.

27. Severability

27.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby. The invalid and unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law consistent with the parties' original intent.

28. Entire Agreement and Survival

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- 28.1 This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement
- 28.2 Sections 7 (Payment), 10 (Risk and Property), 11 (Intellectual Property Rights) , 14 (Warranty Disclaimers), 16 (Limitation of Liability), 17 (Export Control), 18 (Anti-Corruption) and 19 (Non - Solicitation) survive any expiration, termination, or completion of this Agreement.
- 29. Governing Law and Jurisdiction**
- 29.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of New South Wales, Australia.
- 29.2 The parties irrevocably agree that the courts of New South Wales, Australia shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).